



Board of Commissioners
Regular Meeting Agenda
Thursday, February 15, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation /Natural Resources Advisory Board.
- VI. TREASURER'S REPORT:
 1. Report on the [Annual Comprehensive Financial Report](#) for the Fiscal Year Ended June 30, 2023. *Presented by Watkins Uiberall, PLLC*
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - a. December Lakeland Crime Report
 - b. January Lakeland Crime Report
 - City Manager's Report
 - a. February City Manager's Report (in brief) and introduction to Strategic Planning Session
 - Commissioners' Reports
 - a. [Lakeland Board of Education](#) - *Vice-Mayor Wright*
 - b. [Municipal Planning and Design Review Commission](#) - *Commissioner Atkinson*
 - c. Community Advisory Board - *Commissioner Dial*

1. Municipal Court Semi-Annual Update - *Judge Koratsky*

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of minutes from previous meeting** - [February 1, 2024](#).
2. **Ordinance - Second and Final Reading** - amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation/Natural Resources Advisory Board.
3. **Resolution** - approving an agreement with VuCon, LLC. for the FY24 Concrete project.
4. **Resolution** - approving an agreement with Standard Construction Company, Inc. for the FY24 Street Paving project.
5. **Resolution** - approving an agreement with Grinder, Taber & Grinder, Inc. for the Relax Inn Building Demolition project.
6. **Resolution** - authorizing a short-term interfund operating loan between the General Fund and Sewer Fund.
7. **Resolution** - approving the Equestria Planned Development Outline Plan.
8. **Resolution** - authorizing the Mayor to sign a proclamation establishing Saturday, March 16, 2024, as the City of Lakeland's Arbor Day 2024.
9. **Resolution** - authorizing the City Manager to negotiate an agreement for the use and maintenance of City of Lakeland real property at 0 Huff N Puff Road, Parcel ID L0159 00410, by the Refuge Church. *Sponsored by Mayor Roman*
10. **Resolution** - approving the Memphis Light Gas and Water Work Order WO1292732 to provide utilities to the Lakeland Athletic Complex for Phase 1 field lighting.

11. **Discussion and Possible Action** - regarding potential improvements to allowable vendors at City events. *Sponsored by Vice-Mayor Wright*
12. **Discussion and Resolution** - Board of Commissioners priorities for the fiscal year 2025 annual budget, and approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office



Crime Report

Lakeland
December 2023

Lakeland Report December 2023

The map displays the following streets and landmarks:

- Streets:** THREE DOWNS, LINDENWOODS, BERLINWOOD, PLANTERS VIEW, DAVIDS PLANTATION, SARA WOODS, PETER, ADDAH, GANDY, BRUNSWICK PARK, STONY GLEN, LADUR, BRUNSWICK, ELLIS, WELFORD, BANYAN, BALDWIN, WETWORK, PINE HILL, HADLEY, FALCON HILL, FIR HILL, OWL HILL, WILLIAM LITTLE, JAYNE LEWIS, JOHN THOMAS, GYPSY, VAUGHN, SAINT PHILIP, ELBA, REGAN, CLARICE, MARY TUCKER, DAVIESHIRE, OLD MANOR, DAVIES, GLEN HILL, EL HILL, BLUE BRIDGE, 3000 NORTH CANADIAN RD TO 40 W, CREEKWOOD, OLIVERVIEW, KAKI, FOREST EDGE, MORNING WOODS, MISTY GROVE, MORNING SUN, TRIBUTARY, MISTY PINE, RIGGIN, JAVA, PADDLE WHEEL, BARGE, CAMERON RIDGE, GOSLING, HOUSTON LEE, MORNING HILL, EVENING HILL, OLD WELL, COBB, WALKER SPRINGS, WOODLAND PINE, SEARAY WOODMEADE, BENT BROOKE, BENT LAUREL, MONROE, DYLAN BARRISH, WEBER, CANADA, YUKON, KINGS RIDGE, WOOD GREEN, SHADE GREEN, CURLING POND, GLEN BIRNE, FRONT NINE, CHAMPIONS, HERPES WHITE, ELON, WALKER, BRECKENRIDGE, FLETCHER TRACE, HAMPTON COURT, ROCK CREEK, PARK CHASE, BERRY MILL, 40 W TO 64 W TO 80 W, US HIGHWAY 64, 825, 81, 15, 16, 12, 14, 6, 13, 4, 10, 2, 7, 3, 17, 9.
- Landmarks:** INTERSTATE 40, INTERSTATE 40 W, OLD CANADA, HERONS RIDGE, HERONS, BEAUFORT RIVER A, POTTER, SEED TICK, LOCH MEADE, PRIVATE, CEDAR POINT, PINE POINT, BLUE SPRUCE, GREEN SPRUCE, LEONARD SLOPES, CUTTER, LIGHTHOUSE, PIPER BAY, HUFF N PUFF, VILLAGE, 40 W TO 64 W TO 80 W, 825, 81, 15, 16, 12, 14, 6, 13, 4, 10, 2, 7, 3, 17, 9.

Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2312000073SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	12/2/2023 4:25:00 PM
2	2312000098SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	12/3/2023 2:13:00 PM
3	2312000162SH	Other Theft/Non-Specific	BROKE FRONT DOOR	12/4/2023 1:10:00 PM
4	2312000145SH	Theft from Motor Vehicle	BROKE FRONT DOOR	12/4/2023 10:27:00 AM
5	2312000437SH	Vandalism/Misdemeanor		12/10/2023 7:54:00 PM
6	2312000672SH	Aggravated Assault		12/15/2023 3:37:00 PM
7	2312000674SH	Other Theft/Non-Specific		12/15/2023 5:15:00 PM
8	2312000684SH	Shoplifting/Misdemeanor		12/15/2023 8:57:00 PM
9	2312000703SH	Theft from Building		12/16/2023 11:52:00 AM
10	2312000737SH	Theft from Motor Vehicle		12/17/2023 3:12:00 PM
12	2312000893SH	MVT/Other	THROUGH UNLOCKED DOOR	12/20/2023 5:17:00 PM
13	2312001015SH	Vandalism/Misdemeanor		12/24/2023 4:29:00 AM
14	2312001221SH	MVT/Passenger Vehicle	BROKE SIDE WINDOW	12/30/2023 8:44:00 PM
15	2312001207SH	Shoplifting/Misdemeanor	FRONT DOOR	12/30/2023 11:05:00 AM
16	2312001049SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	12/25/2023 12:10:00 PM
17	2312001108SH	Vandalism/Misdemeanor		12/27/2023 2:07:00 PM

All Incident Count

Incident 	Count
Aggravated Assault	1
Animal Cruelty	1
Burglary/Non-residential	1
MVT/Other	1
MVT/Passenger Vehicle	1
Other Theft/Non-Specific	2
Robbery/Business	1
Shoplifting/Misdemeanor	3
Simple Assault	1
Theft from Building	1
Theft from Motor Vehicle	4
Vandalism/Misdemeanor	3
Grand Total	20

Tracked Count

Tracked Crimes	Dec-23	Nov-23	Dec-22
Agg Assault	1	0	0
Burg Bus	0	0	1
Burg Const	0	0	2
Burg Res	0	1	3
MVT	2	0	0
Other Lar	5	2	0
Robb Ind	0	0	1
Theft Fm Bldg	1	0	0
Theft fm Mot Veh	4	5	3
Vandalism	3	3	1
Totals	16	11	11

END OF PRESENTATION

Shelby County Sheriff's Office

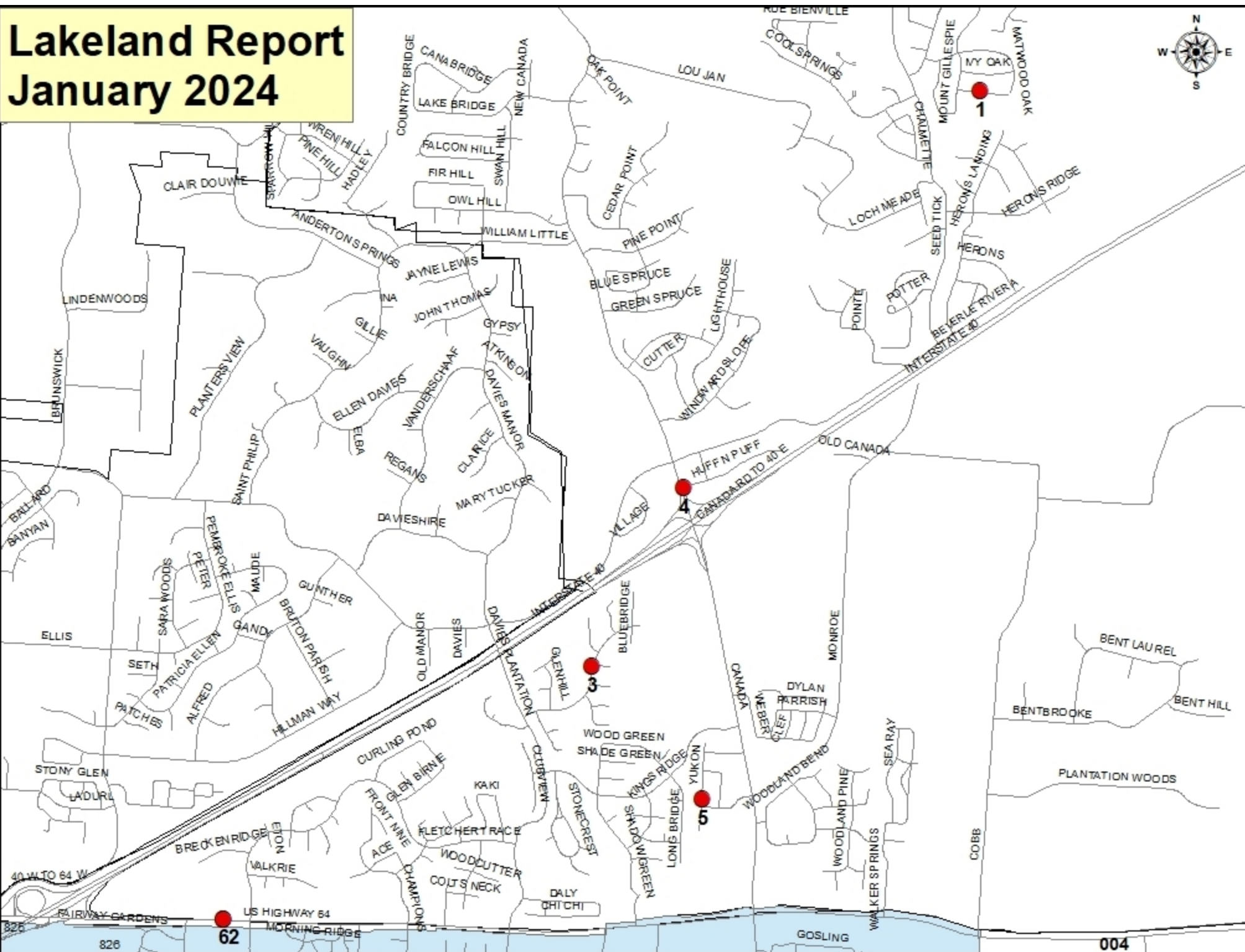


Crime Report

Lakeland
January 2024

Lakeland Report

January 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2401000233SH	Other Theft/Non-Specific		1/7/2024 1:11:00 PM
2	2401000014SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	1/1/2024 10:45:00 AM
3	2401000070SH	Vandalism/Misdemeanor		1/2/2024 8:20:00 PM
4	2401000500SH	Vandalism/Felony		1/14/2024 8:07:00 AM
5	2401000826SH	MVT/Passenger Vehicle		1/25/2024 6:52:00 AM
6	2401000740SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	1/23/2024 10:59:00 AM

All Incident Count

Incident 	Count
Counterfeiting/Forgery	1
False Pretenses/Swindle/Confidence Game	1
Impersonation	1
MVT/Passenger Vehicle	1
Other Theft/Non-Specific	1
Shoplifting/Misdemeanor	2
Threatening Phone Call	1
Vandalism/Felony	1
Vandalism/Misdemeanor	1
Grand Total	10

Tracked Count

Tracked Crimes	Jan-24	Dec-23	Jan-23
Agg Assault	0	1	0
Burg Bus	0	0	1
Burg Const	0	0	3
Burg Res	0	0	0
MVT	1	2	0
Other Lar	3	5	0
Robb Ind	0	0	1
Theft Fm Bldg	0	1	0
Theft fm Mot Veh	0	4	3
Vandalism	2	3	1
Totals	6	16	9

END OF PRESENTATION

LAKELAND MUNICIPAL COURT
SEMI-ANNUAL REPORT
February 2024



Welcome to our new Court Clerk!



CITY *of* **LAKELAND**



TN MUNICIPAL
JUDGES
CONFERENCE
WINTER 2023

WELCOME!

CITY *of* **LAKELAND**

2023 TMJC Annual Conference

Self-Represented Litigants & Sovereign Citizens – Part I

-Honorable Mark Juhas, National Judicial College

Self-Represented Litigants & Sovereign Citizens – Part II

-Honorable Mark Juhas, National Judicial College

CDLs and Masking

-Honorable Thomas Fowler, National Judicial College

Judicial Ethics - Part I

-Honorable Thomas Fowler, National Judicial College

Judicial Ethics - Part II

-Honorable Thomas Fowler, National Judicial College

Municipal Court Scenarios/Zoom Hearings

-Honorable James Petersen, Municipal Court Judge, Nolensville

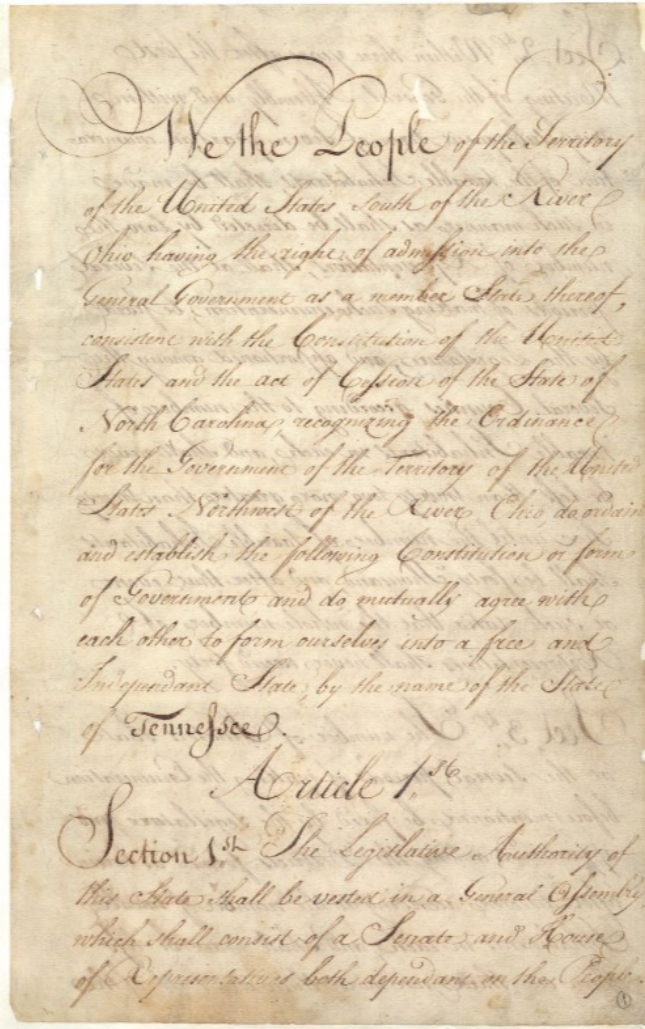
Traffic Stops Resulting in DUI

-Honorable Don Parish, Retired Circuit Court Judge, Judicial Liaison for State of Tennessee

Codes Abatement & Slum Clearance

-John Eskew, Municipal Court Specialist, CTAS

CITY *of* **LAKELAND**



- Tennessee Constitution Article VI, Section 14:
 - No fine shall be laid on any citizen of this state that shall exceed fifty dollars, unless it shall be assessed by a jury of his peers, who shall assess the fine at the time they find the fact, if they think the fine should be more than fifty dollars.
- Punitive vs. Remedial

ORDINANCE VIOLATION LIST

13-104	Overgrown Weeds
13-106	Health and Sanitation Nuisances
13-107	Inoperative vehicles on or adjacent to residential property
13-108	Overgrown and dirty lots
13-109	Accumulation and/or storage of loose limbs and yard waste
13-202	Junk Prohibited
13-309	Dilapidated, unsafe, or unfit structure
13-410	Hazardous tree – private property
14-409	Signs – Failure to obtain permit
14-703	Illegal fence
14-709	Erection of fence without permit
15-601	Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
15-609	Improper parking and/or storage of recreational vehicles and equipment on residential land
17-102	Unclean premises – solid waste
17-110	Improper disposal – solid waste/recyclable materials

Municipal Court 2023

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax	Education Fee
18-Jan-2023	Jimmy & Terri Chism	No	13-410	Violations corrected	\$100.00	\$25.00	\$13.75	\$1.00
18-Jan-2023	Timothy & Tracey Jordan	Yes	13-410	Violations corrected	\$100.00	\$25.00	\$13.75	\$1.00
18-Jan-2023	Jacob Flowers	Yes	15-609	Violations corrected	\$100.00	\$50.00	\$13.75	\$1.00
18-Jan-2023	Emad Hanna	Yes	15-609	Violations corrected	\$100.00	\$50.00	\$13.75	\$1.00
15-Feb-2023	Michael Jones	Yes	15-609	Violations corrected	\$100.00	\$50.00	\$13.75	\$1.00
15-Feb-2023	Thomas Koontz	No	15-609	Continued	N/A	N/A	N/A	N/A
15-Mar-2023	Thomas Koontz	No	15-609	Violations corrected	\$100.00	\$50.00	\$13.75	\$1.00
19-Apr-2023	Michael & Heather Taylor	Yes	13-410	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
19-Apr-2023	Luis Chourio	Yes	13-410	Continued	N/A	N/A	N/A	N/A
17-May-2023	David Jones	Yes	15-609	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
17-May-2023	Kennith Henderson	Yes	13-410	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
21-Jun-2023	Luis Chourio	Yes	13-410	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
21-Jun-2023	Timothy Gillespie	Yes	13-109	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
21-Jun-2023	Joe Gillespie	No	13-106, 13-107 13-108, 13-202	Continued	N/A	N/A	N/A	N/A
19-Jul-2023	Patrick Connolly	Yes	13-107, 15-609	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
19-Jul-2023	Myra Watkins	No	13-106, 13-309	Continued	N/A	N/A	N/A	N/A
19-Jul-2023	Joe Gillespie	No	13-106, 13-107 13-108, 13-202	Continued	N/A	N/A	N/A	N/A
16-Aug-2023	Wen Chen	No	13-104	Continued	N/A	N/A	N/A	N/A
16-Aug-2023	Myra Watkins	Yes	13-106, 13-309	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
16-Aug-2023	Joe Gillespie	Yes	13-106, 13-107 13-108, 13-202	Violations corrected	\$100.00	\$200.00	\$27.50	\$1.00
13-Sep-2023	John & Vicki Carter	Yes	13-107	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
13-Sep-2023	Melanie Badgley	No	17-102	Continued	N/A	N/A	N/A	N/A
13-Sep-2023	Wen Chen	Yes	13-104	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
10/11/2023	Melanie Badgley	Yes	17-102	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
11/15/2023	Adam Taube	Yes	15-609	Violations corrected	\$100.00	\$50.00	\$27.50	\$1.00
				Total:	\$1,800.00	\$1,000.00	\$412.50	\$18.00

CITY of LAKELAND

QUESTIONS?



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Wright at 5:30 p.m. on Thursday, February 1, 2024.

II. INVOCATION:

Offered by City Manager Michael Walker.

III. PLEDGE:

Vice Mayor Wright led the pledge to the flag.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Commissioner Michele Dial	Present
Commissioner Connie McCarter	Present
Mayor Josh Roman	Absent
Vice Mayor Wesley Wright	Present

Staff personnel in attendance were City Manager Michael Walker, Parks and Recreation Director Andrew Fisher, City Engineer Emily Harrell, Public Works Director Matt Brown, Planning Director Paul Luker, City Recorder Cheyenne Carter, and City Attorney Will Patterson.

V. PUBLIC HEARING:

None

VI. TREASURER'S REPORT:

None

VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:

1. City Manager's Report
 - a. January City Manager's Report

This report was offered by City Manager Michael Walker

2. Commissioners' Report
 - a. Lakeland Board of Education – Vice Mayor Wright
 - b. Parks and Recreation & Natural Resources Board – Commissioner Dial
 - c. Municipal Planning and Design Review Commission – Commissioner Atkinson

VIII. PUBLIC COMMENTS:

None

IX. SEWERAGE COMMISSION BUSINESS:



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

1. **Resolution** – recommending approval of the sewer concept plan for Ashmont Planned Development.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Dial.

City Engineer Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

X. CONSENT AGENDA:
None

XI. REGULAR AGENDA:

1. **Approval of regular meeting minutes** – January 4, 2024.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Dial.

Discussion ensued.

When the question was called the meeting minutes passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

2. **Ordinance - First Reading** – amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation/Natural Resources Advisory Board.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

When the question was called the ordinance passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

3. **Resolution** – amending the bylaws of the Community Advisory Board.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Manager Michael Walker presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

4. **Resolution** – approving change orders #4 and #5 on the Clear Creek Sanitary Sewer Interceptor Phase A project.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Engineer Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

5. **Resolution** – approving the Equestria Planned Development outline plan.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Dial.

Planning Director Paul Luker presented this item.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

Discussion ensued.

For the record: A representative from the developer, Mr. Doug Sweeney, provided answers to the board's questions at the request of the board.

Discussion ensued.

Commissioner Atkinson motioned to defer this item seconded by Commissioner McCarter to the next meeting.

When the question was called the motion to defer passed, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

6. **Resolution** – approving the Ashmont Planned Development outline plan amendment.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

Planning Director Paul Luker presented this item.

Discussion ensued.

For the record: A representative from Ashmont Development, Cory Brady and Vince Smith, answered questions from the board requested by the board.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

7. **Resolution** – approving the sewer concept plan for Ashmont Planned Development.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

8. **Resolution** – approving a commercial subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6.

Vice Mayor Wright motioned to defer this item to the next meeting without objection.

9. **Resolution** – approving a time extension for the Heathfield Planned Development Phase 1 Residential Subdivision Development Contract.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Dial.

City Engineer Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

10. **Resolution** – authorizing the submittal of applications for RAISE and MPDG grants through US DOT Federal Highway Administration.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Dial.

City Engineer Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
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**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

11. **Resolution** – authorizing an agreement with Balton Sign Company for the removal of the Relax Inn interstate sign.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Engineer Emily Harrell presented this item.

Discussion ensued.

Commissioner Atkinson motioned to defer this item to the next meeting, seconded by Commissioner McCarter.

When the question was called the motion to defer passed, roll call vote, 4 in favor 0 against (4-0).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Vice Mayor Wright	Yea

12. **Discussion and Possible Action** - planning for events and resolutions for proclamations in 2024.

Commissioner Dial moved to bring this item to the floor, seconded by Commissioner McCarter.

Commissioner McCarter presented this item.

Discussion ensued.

XII. ANNOUNCEMENTS:

None

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:01 p.m. on Thursday, February 1, 2024.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 1, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

These minutes were approved on February 15, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

DRAFT



Board of Commissioners

Meeting Cycle: Thursday, February 15, 2024

Subject: **Ordinance - Second and Final Reading** - amending ordinance O-3-2022 to amend the bylaws of the Municipal Parks & Recreation/Natural Resources Advisory Board.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Ordinance O-1-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

As mentioned in the ordinance, the PRB is seeking to amend the meeting frequency from the second Tuesday of every month to the second Tuesday of every other month and update the amendment and repeals process to allow the City Manager to approve future nonsubstantive matters.

ORDINANCE O-1-2024

AMENDING ORDINANCE O-3-2022 TO AMEND THE BYLAWS OF THE MUNICIPAL
PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

WHEREAS, the Municipal Parks & Recreation/Natural Resources Advisory Board (the “PRB”) bylaws were last amended via Ordinance O-3-2022 on January 13, 2022; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) revised the frequency of the meeting dates of the PRB via Resolution R-149-2023, adopted on December 21, 2023; and,

WHEREAS, other changes to the PRB bylaws are necessary to better align them with other volunteer boards and commissions of the City of Lakeland:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that:

SECTION 1. The attached amended bylaws of the Parks & Recreation/Natural Resources Advisory Board of the City of Lakeland are hereby approved.

SECTION 2. Future amendments to said bylaws shall be accomplished by Resolution duly approved by the Board of Commissioners of the City of Lakeland, Tennessee.

SECTION 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 4. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: February 1, 2024
Public Hearing: February 15, 2024
Final Reading: February 15, 2024

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

BYLAWS OF THE LAKELAND MUNICIPAL PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board (PRB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to plan, advise and promote the development of a comprehensive, community-endorsed parks and recreation program that provides public recreation opportunities for all ages and interests; clear guidelines for the acquisition and development of parklands and greenways throughout the City to provide for an interconnected system of quality parks and greenways; and to improve the quality of life for all residents by providing the highest possible level of access to community green space.

Section 2. This Board operates under the authority of Lakeland Ordinance 00-07, as Amended by Lakeland Ordinance 02-08, as further amended by Lakeland Ordinance 14-203.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the Lakeland Board of Commissioners ("BOC Liaison") appointed by that body. The remaining eight (8) members shall be referred to as "Citizen Members".

Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
 1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
 1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the Lakeland Board of Commissioners.
- d. All members shall be citizens of the City of Lakeland.

Section 3. The term of membership for all Citizen Members shall be three (3) years and the terms of the Citizen Members shall be staggered, with two (2) or three (3) members appointed each year. The term of membership for the BOC Liaison shall be one (1) year. All members are eligible for multiple and/or consecutive terms of appointment.

Section 4. Membership requirements.

- a. Requirements for maintaining membership.
 - 1. Continuing education (Not Applicable)
 - 2. Attendance - No member shall miss no more than two (2) consecutive meetings without prior notice and shall miss no more than four (4) meetings in a calendar year.

Section 5. Resignation.

- a. A Citizen Member may resign at any time by providing written notice of their intent to do so to the chairperson of this body and the City Manager.

Section 6. Vacancies

- a. The Lakeland Board of Commissioners shall have the authority to remove any member of this Board, with or without cause.
- b. The Lakeland Board of Commissioners shall appoint new members to fill any vacancy on this Board and such appointee shall serve the remaining term of the member whose position has been vacated.

ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chair, Vice-Chair and Secretary.

- a. Chairman
 - 1. The Chair shall preside at all meetings of this body. The Chair shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chair shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chair shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- b. Vice-Chair
 - 1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.
- c. Secretary

1. The Secretary shall, with the assistance of City staff, keep and sign the minutes and records of this body and also perform the duties of the Chair in the absence of the Chair and Vice-Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

Section 2. Nominations and election of officers

- a. Officers shall be elected by a majority vote of the members of the Board.
- b. Election of officers shall take place at the annual meeting of this Board in January of each calendar year.

Section 3. Eligibility requirements for each office (Not Applicable)

Section 4. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

Section 5. Removal from office

- a. Officers of this Board may be removed, with or without cause, upon the two-thirds (2/3) affirmative vote of the membership of this Board.

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

- a. There will be regular meetings of this body at Lakeland City Hall on the second Tuesday of every other month at 5:30 p.m. At regular meetings, members meet to conduct the business of this body.
- b. There will be an annual meeting of this body at Lakeland City Hall at 5:30 p.m. on the second Tuesday of January each year. At the annual meeting, members meet to conduct the business of this body and to elect officers.
- c. Notice requirements.
 1. Twenty-four (24) hours prior written notice shall be provided of any meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means, as necessary.

Section 2. Order of business at regular meetings.

- a. The order of business at regular meetings of this body shall be:
 1. Call to order,
 2. Roll call,

3. Consent Agenda (including approval of minutes of previous meeting(s)),
4. Consideration and possible action on items removed from the Consent Agenda,
5. Public discussion,
6. Reports from Officers and Staff,
7. Old business,
8. New business,
9. Announcements, and
10. Adjournment.

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 1. Call to order,
 2. Roll call,
 3. Election of Officers,
 4. Consent Agenda (including approval of minutes of previous meeting(s)),
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 11. Adjournment.

Section 4. Quorum.

- a. A majority of the members of this body constitute a quorum to conduct business at all meetings.
- b. In the event that a member is unable to attend a meeting of this body, the absent member may participate by electronic or other means of communication.

Section 5. Special meetings.

- a. Special meetings of this body may be called by the Chairman or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.
- b. Members shall be provided at least twenty-four (24) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

- a. A regularly scheduled meeting of this body may be cancelled for good cause by the City Manager. Any business scheduled to take place at such cancelled meeting shall be continued until the next regularly scheduled meeting of this body unless a special meeting is called pursuant to these bylaws to consider any such business prior to the next regularly scheduled meeting of this body.

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

Section 1. This body shall not have the authority to establish committees or sub-committees of the body as a whole.

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section 1. The rules contained in Robert's Rules of Order Newly Revised, 10TH Edition, shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. Amendments to, and/or repeal of, these Bylaws shall only be made by Lakeland Board of Commissioners resolution.

Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board By-Laws

Amended: February 15, 2024

ATTEST:

Cheyenne Carter
City Recorder

BYLAWS OF THE LAKELAND MUNICIPAL PARKS & RECREATION/NATURAL RESOURCES ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board (PRB).

ARTICLE 2. OBJECT, PURPOSE, AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to plan, advise and promote the development of a comprehensive, community-endorsed parks and recreation program that provides public recreation opportunities for all ages and interests; clear guidelines for the acquisition and development of parklands and greenways throughout the City to provide for an interconnected system of quality parks and greenways; and to improve the quality of life for all residents by providing the highest possible level of access to community green space.

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Section 1. Number and classes of members.

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Section 3. Eligibility requirements for each office (Not Applicable)

Section 4. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

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Section 1. This body shall not have the authority to establish committees or sub-committees of the body as a whole.

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Section 1. The rules contained in Robert's Rules of Order Newly Revised, 10TH Edition, shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. Amendments to, and/or repeal of, these Bylaws shall only be made by ~~the~~ Lakeland Board of Commissioners resolution.

Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board By-Laws

Amended: February 15, 2024

ATTEST:

Cheyenne Carter
City Recorder

Section 2.



Board of Commissioners

Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - approving an agreement with VuCon, LLC. for the FY24 Concrete project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-15-2024.

BUDGET IMPACT

The expenditure is appropriated in the original budget for FY2024 State Street Aid Fund.

DISCUSSION

The City of Lakeland Fiscal Year 2024 concrete project includes replacing the curb and gutter and ADA Ramps within Oakwood Phase 2-4 Subdivision, Stonebridge B & C Subdivision and The Grove Subdivision. Additionally, a concrete slab and vertical curb will be placed on the east side of the public works building. The City received six (6) sealed bids on February 5, 2024. Bids received are as listed in the table below.

BIDDERS	BID AMOUNT
Wagner General Contractors, Inc.	\$573,999.16
Barnes & Brower, Inc.	\$692,654.74
Enscor, LLC	\$781,250.00
Delgado General Corp.	\$720,900.00
VuCon, LLC	\$498,040.56
Prime Contractors, Inc.	\$755,807.00

The City has reviewed the bids and recommends awarding the agreement to the lowest, qualified bidder, VuCon LLC.

RESOLUTION R-15-2024

APPROVING AN AGREEMENT WITH VUCON LLC. FOR THE FY24 CONCRETE PROJECT

- WHEREAS,** the City desires to replace the curb and gutter and ADA Ramps within Oakwood Phase 2-4 Subdivision, Stonebridge B & C Subdivision and The Grove Subdivision. Additionally, a concrete slab and vertical curb will be placed on the east side of the public works building; and,
- WHEREAS,** VuCon LLC. was the lowest qualified bidder on February 5, 2024, for the FY24 Concrete project; and,
- WHEREAS,** VuCon LLC. is willing and able to provide these services as specified in the Contract documents; and,
- WHEREAS,** funding for this contract is appropriated in the original budget for FY2024 State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder attest, an agreement with VuCon LLC. for the FY24 Concrete project in the amount four hundred ninety-eight thousand forty dollars and fifty-six cents (\$498,040.56) for a total contract price of four hundred ninety-eight thousand forty dollars and fifty-six cents (\$498,040.56).

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional twenty thousand dollars (\$20,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of five hundred eighteen thousand forty dollars and fifty-six cents (\$518,040.56).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and VuCon, LLC. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of laying concrete; and,

WHEREAS VuCon, LLC. is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for FY24 CONCRETE PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 19, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by April 26, 2024.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness

for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Four Hundred Ninety-Eight Thousand Forty Dollars and Fifty-Six Cents (\$498,040.56) , subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published

notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2024

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

ATTEST:

By: _____

By: _____

Cheyenne Carter

Michael Walker

Title: City Recorder

Title: City Manager

SFA-5



Board of Commissioners

Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - approving an agreement with Standard Construction Company, Inc. for the FY24 Street Paving project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-16-2024.

BUDGET IMPACT

This expenditure is appropriated in the original budget FY2024 State Street Aid Fund.

DISCUSSION

The City of Lakeland Fiscal Year 2024 pavement project includes repaving Evergreen Road and streets in Oakwood Phase 2, 3, and 4 and Stonebridge B and C Subdivisions. Additionally, we will be paving the existing gravel parking lot behind City Hall. The City received three (3) sealed bids on February 5, 2024. Bids received are listed in the table below.

BIDDERS	BID AMOUNT
Standard Construction Company, Inc.	\$1,453,915.85
VuCon, LLC.	\$1,494,486.15
Lehman Roberts Company	\$1,529,393.75

The City has reviewed the bids and recommends awarding the agreement to Standard Construction Company, Inc. for being the lowest and most qualified bidder.

RESOLUTION R-16-2024

APPROVING AN AGREEMENT WITH STANDARD CONSTRUCTION COMPANY, INC. FOR THE FY24 STREET PAVING PROJECT

- WHEREAS,** the City desires to repave Evergreen Road and streets in Oakwood Phase 2, 3, and 4 and Stonebridge B and C Subdivisions. Additionally, we will be paving the existing gravel parking lot behind City Hall.; and,
- WHEREAS,** Standard Construction Company, Inc. was the lowest qualified bidder on February 5, 2024, for the FY24 Street Paving project; and,
- WHEREAS,** Standard Construction Company, Inc. is willing and able to provide these services as specified in the Contract documents; and,
- WHEREAS,** funding for this contract is appropriated in the original budget for FY2024 State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder attest, an agreement with Standard Construction Company, Inc. for the FY24 Street Paving project in the amount one million four hundred fifty three thousand nine hundred fifteen dollars and eighty-five cents (\$1,453,915.85) for a total contract price of one million four hundred fifty three thousand nine hundred fifteen dollars and eighty-five cents (\$1,453,915.85)

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional twenty thousand dollars (\$20,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of one million four hundred seventy three thousand nine hundred fifteen dollars and eighty-five cents (\$1,473,915.85)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Standard Construction Company, Inc. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of paving ; and,

WHEREAS Standard Construction Company, Inc. is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for FY24 STREET PAVING PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 23, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by August 30, 2024.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty). Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00)

for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. Additionally, Contractor shall pay Owner for schedule delays as specified in Section 01010 C. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Four Hundred and Fifty-Three Thousand Nine Hundred and Fifteen Dollars and Eighty-Five Cents (\$1,453,915.85), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is

done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2024

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

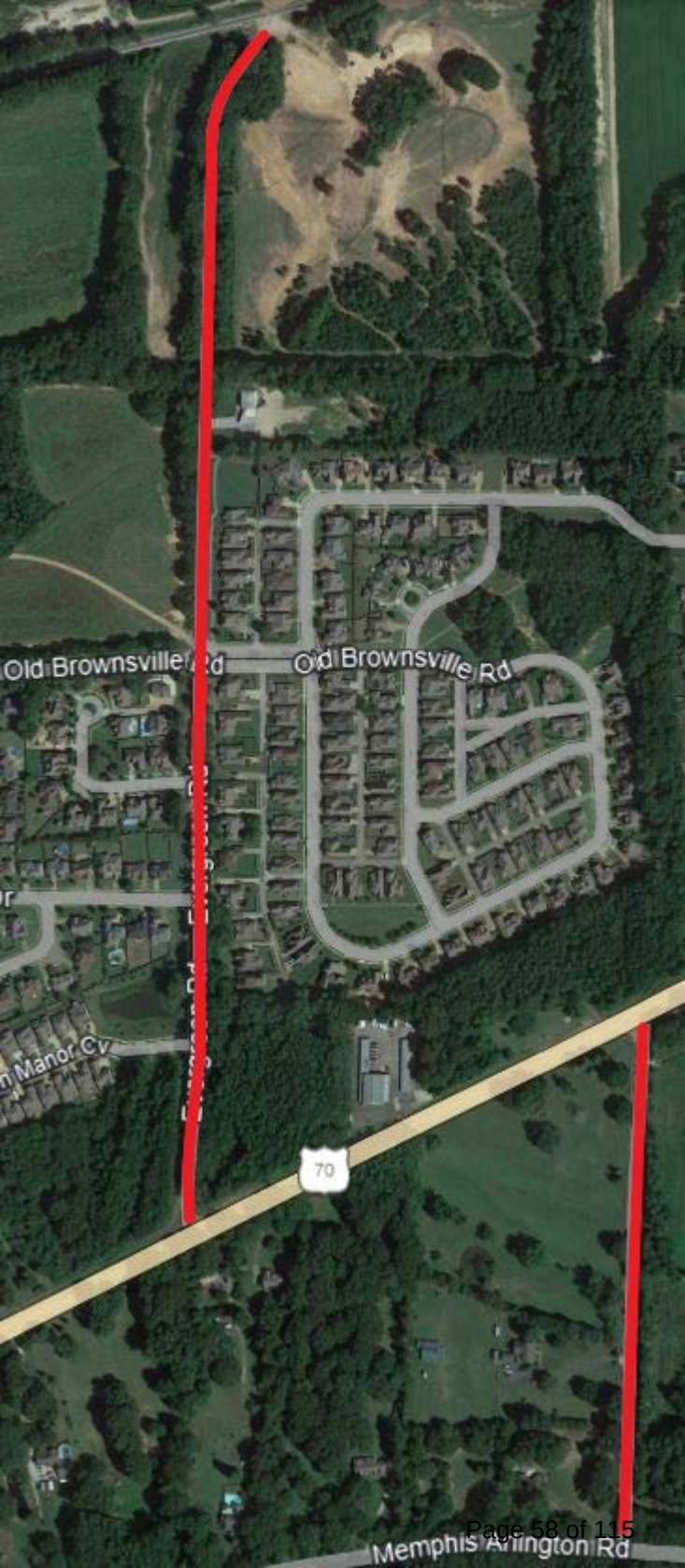
Title: _____

OWNER:
CITY OF LAKE LAND, TENNESSEE
A Municipal Corporation

ATTEST:

By: _____
Cheyenne Carter
Title: City Recorder

By: _____
Michael Walker
Title: City Manager







Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - approving an agreement with Grinder, Taber & Grinder, Inc. for the Relax Inn Building Demolition project.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-18-2024.

BUDGET IMPACT

This expenditure is appropriated in the original budget FY2024 General Fund.

DISCUSSION

The City of Lakeland Relax Inn Building Demolition project includes demolition of all structures, signs, debris removal, and having the site stabilized. This project includes demolishing all structures on the property including buildings, signs (including interstate), concrete foundation, picnic table area, parking lot, curbing, and lighting. The City received thirteen (13) sealed bids on February 7, 2024. Bids received are as listed in the table below.

BIDDERS	BASE BID AMOUNT	ALTERNATE BID AMOUNT
Trey Construction, Inc.	\$111,669.00	\$17,157.00
Environmental Abatement, Inc.	\$178,000.00	\$11,000
Freedom Rolloff LLC	\$127,000.00	\$127,000.00
Complete Demolition Services, LLC	\$110,782.00	\$18,000.00
APS Facility Maintenance	\$118,000.00	\$30,000.00
Cowles Building Co., LLC	\$73,000.00	\$15,000.00
S&K Developers, LLC	\$130,076.00	\$12,800.00
Wagner General Contractors, Inc.	\$119,300.00	\$20,000.00
Grinder, Taber & Grinder, Inc.	\$78,800.00	\$12,000.00
Barnes & Brower, Inc.	\$82,894.00	\$8,400.00
Madden Phillips Construction, Inc.	\$124,500.00	\$4,500.00
Chandler Demolition Co., Inc.	\$136,650.00	\$4,000.00
Memphis Wrecking Company, Inc.	\$114,500.00	\$10,000.00

The City has reviewed the bids and recommends awarding the agreement to the lowest, qualified bidder, Grinder, Taber & Grinder, Inc. City Staff has chosen Grinder, Taber & Grinder, Inc. over Cowles Building Co., LLC due to the *Standard Instructions to Bidders* under **Section 14.2 Contractors' Licenses, Bids** which states: "The name, license number, license expiration date, and classification of contractors applying to bid on jobs must appear on the bid envelope when the bid is more than \$25,000. If the bid is less than \$25,000, only the name of the contractor must appear on the outside of the envelope. Upon opening the envelope, if the bid exceeds \$25,000, the bid is automatically disqualified (T.C.A. § 62-6-119(b))." Unfortunately, since Cowles Building Co., LLC did not have their license on the bid envelope, we were unable to select their bid.

RESOLUTION R-18-2024

APPROVING AN AGREEMENT WITH GRINDER, TABER & GRINDER, INC. FOR THE
RELAX INN BUILDING DEMOLITION PROJECT

WHEREAS, the City desires to do demolish the Relax Inn motel at 3645 Canada Road; and,

WHEREAS, Grinder, Taber & Grinder, Inc. was the lowest qualified bidder on February 7, 2024, for the Relax Inn Building Demolition project; and,

WHEREAS, Grinder, Taber & Grinder, Inc. is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, funding for this contract is appropriated in the General Fund Fiscal Year 2024:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder attest, an agreement with Grinder, Taber & Grinder, Inc. for the Relax Inn Building Demolition project for the base bid in the amount seventy-eight thousand eight hundred dollars (\$78,800.00) and the alternate bid in the amount of twelve thousand dollars (\$12,000.00) for a total contract price of ninety thousand eight hundred dollars (\$90,800.00).

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional twenty thousand dollars (\$20,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of one hundred ten thousand eight hundred dollars (\$110,800.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Grinder, Taber & Grinder, Inc. referred to as the "Contractor."

WHEREAS, the City of Lakeland desires to demolish the building located at 3645 Canada Rd; and,

WHEREAS Grinder, Taber & Grinder, Inc. able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for Relax Inn Building Demolition, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 19, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by April 26, 2024. Substantially completed work will be defined as building demolished.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00)

for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Ninety Thousand and Eight Hundred Dollars (\$90,800.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the

officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC1 to SSC16, inclusive).
- 8.9 General Requirements
- 8.9 Special Provisions (Section 01810)
- 8.10 HUD Requirements
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the PreBid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 202

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Cheyenne Carter
Title: City Recorder

By: _____
Michael Walker
Title: City Manager

Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - authorizing a short-term interfund operating loan between the General Fund and Sewer Fund.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-19-2024.

BUDGET IMPACT

This resolution will result in additional interest income recognized on the General Fund, and additional interest expense recognized on the Sewer Fund; however, as the Sewer Fund is not an appropriated fund, and the amounts will be minimal, budget amendments will not be necessary.

DISCUSSION

The construction of the Clear Creek Interceptor project is resulting in monthly pay applications averaging \$700,000. The City is utilizing a State Revolving Fund ("SRF") loan to fund the project, however the processing time for the loan disbursement is 30 to 45 days which results in low balances in the Sewer fund operating cash. To avoid negative balances and delays to the project, local budget law allows interfund borrowing between the General Fund and the Sewer Fund. The borrowed funds would solely be used for expenditures related to the Clear Creek Interceptor project. The monies borrowed from the General Fund will be reimbursed when the loan disbursement is received. The Sewer Fund will pay 2.78% interest to the General Fund on a monthly basis as the average of the beginning and ending advances outstanding balances. The transfers will be presented to the Board of Commissioners through the monthly treasurers report.

RESOLUTION R-19-2024

AUTHORIZING A SHORT-TERM INTERFUND OPERATING LOAN BETWEEN THE
GENERAL FUND AND SEWER FUND

- WHEREAS,** Resolution R-89-2022, approved August 11, 2022, authorized a State Revolving Fund (“SRF”) loan for the Clear Creek Interceptor project; and,
- WHEREAS,** the Sewer Fund operating cash funds fluctuate due to the timing of certain project expenditures and subsequent loan disbursements under the SRF loan program; and,
- WHEREAS,** to avoid negative balances in the Sewer Fund operating cash and to not delay current projects, interfund borrowing is needed in accordance with local budget law; and,
- WHEREAS,** such loans are within the statutory authority of the Board of Commissioners to approve; and,
- WHEREAS,** the Board of Commissioners deems it appropriate to authorize the City Manager and/or the Finance Director to make periodic advances from the General Fund to the Sewer Fund to address these cash flow needs, subject to regular reporting to the Board of Commissioners on the Treasurer’s Report; and,
- WHEREAS,** the annual interest rate paid from the Sewer Fund to the General Fund shall be 2.78 percent, which is the interest rate paid on the SRF Loan, calculated and paid by the Sewer Fund to the General Fund on a monthly basis as the average of the beginning and ending advances payable balance outstanding:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, hereby authorizes the City Manager to administer a short term interfund operating loan not to exceed two million dollars (\$2,000,000) in the aggregate at any one time from the General Fund to the Sewer Fund.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - approving the Equestria Planned Development Outline Plan.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends approval with conditions.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) reviewed the application and heard comments from citizens and the applicant. Following discussion among the commissioners, the MPC recommended two additional conditions to those recommended by city staff (see attachment). The two additional conditions are: the provision of a cul-de-sac at the eastern terminus of Ramblewood Drive and the creation of a round-about/traffic circle at the intersection of Lakeland Trace and Maple Walk Drive.

RESOLUTION R-13-2024

APPROVING THE EQUESTRIA PLANNED DEVELOPMENT OUTLINE PLAN

WHEREAS, On September 14, 2023, the City of Lakeland Municipal Planning Commission recommended approval of the Equestria Planned Development Outline Plan with conditions:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Outline Plan is approved for the Equestria Planned Development subject to the attached plan and conditions.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, June 14, 2023

Project: Equestria PD Outline Plan

Staff Contact: Paul Luker, Planning Director

PROJECT INFORMATION

Location: 10355 Memphis-Arlington Road

Parcel ID: L0151 00121C, L0151 00111

Zoning District: AG: Agriculture

Site Area: 86.33 acres

Applicant: Gary Taylor

Representative: Josh Burnette (Renaissance Design Studio, LLC)

STAFF RECOMMENDATION

City Staff recommends approval of the Equestria PD Outline Plan with conditions.

BACKGROUND:

Equestria is a planned residential development having a combined area of 86.33-acres. The subject property is located on the south side of Memphis Arlington Road and is bound to the east by the Oakwood Grove PD, the west by the Grove at Lakeland PD. The original Equestria PD was approved in 2008 but has since expired. Renaissance Developments, LLC intends to develop the combined 86.33-acre property as a planned residential development offering 119 single-family residential lots with 41.10-acres or 47.6% of the site reserved for common open space. The proposed overall density is 1.37 dwelling units per acre.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN

Lakeland's Comprehensive Land Use Plan Update, adopted March of 2006, recommends "Suburban Neighborhood" for all of the property.

“Suburban Neighborhood” is defined as “Primarily single-family residential lots with a maximum density of 2.5 dwelling units per acre, but may contain religious facilities, schools, and public buildings. Development requires public water and sanitary sewer service. Streets shall be designed with an urban cross section”.

The “Future Land Use Map” adopted by the MPC in July 2023 shows the subject property as “Neighborhood Residential”. The Equestria PD conforms to the recommendations of the plan in regards to use and character.(See attached Future Land Use Map and Neighborhood Residential Characteristics)

RELATIONSHIP TO THE MAJOR ROAD PLAN

Memphis-Arlington is designated as 2-lane roadway.

Lakeland Trace is designated as a future 2-lane Roadway.

All other internal streets would be classified as local streets.

Lakeland Trace will be extended north from Ramblewood Drive to Memphis Arlington in the first phase of construction.

RELATIONSHIP TO THE PARKS AND RECREATION PLAN

There are no parks shown in the Citys Parks Master Plan for this area therefore City Staff is recommending payment in lieu of parkland dedication for this development. Additionally the PD is providing 37+ acres of conservation area and common open space with a substantial amount of green space along the perimeter of the development providing a buffer to adjacent developments. Details for an internal trail system will be provided as part of the preliminary development plan process.

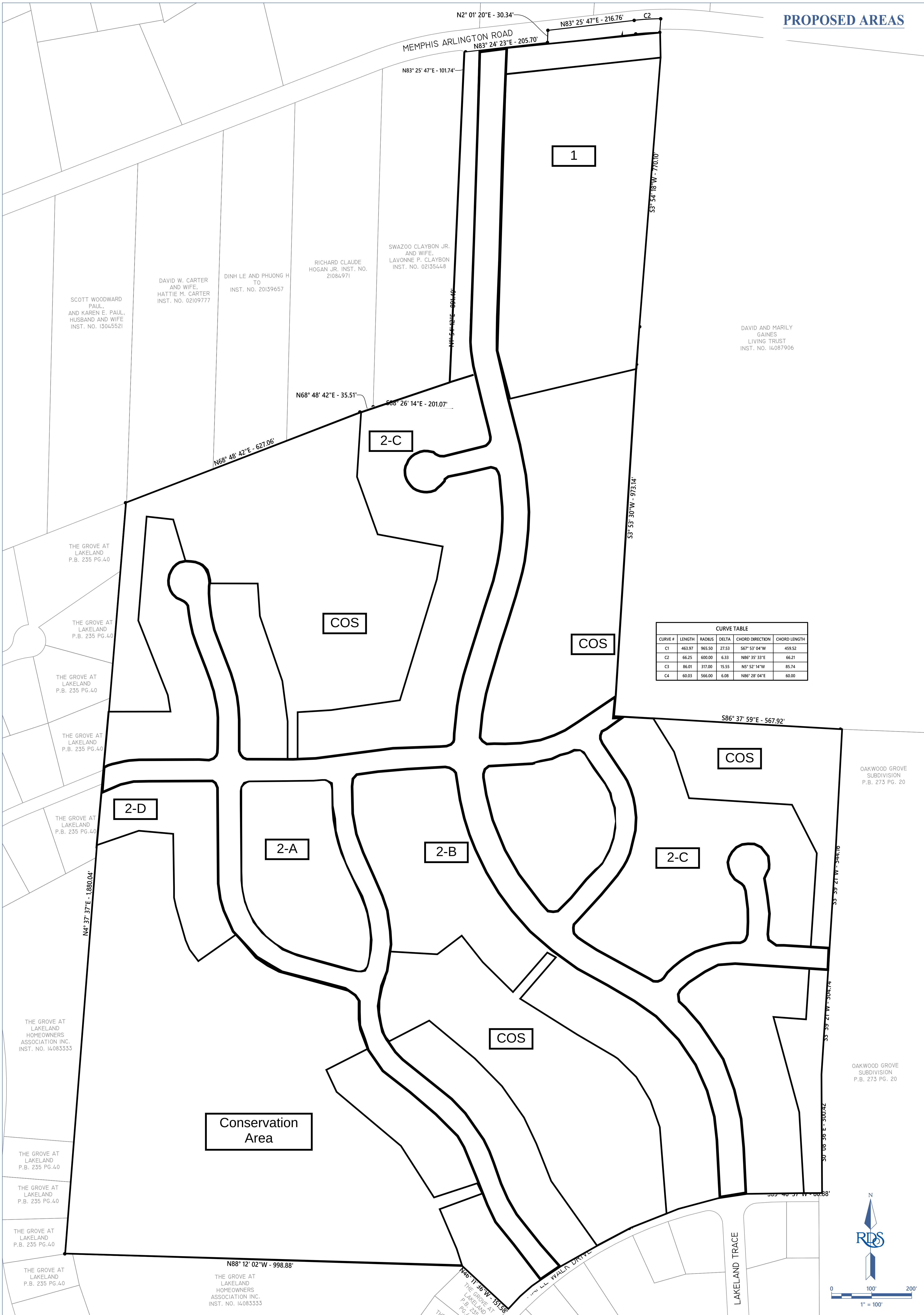
ANALYSIS AND RECOMMENDATION:

Upon review by City Staff, the application is in basic compliance with the City of Lakeland Land Development Regulations, however there are technical deficiencies in the submission in regards to the graphic depictions of the Outline Plan and written conditions. City Staff is recommending a revised Outline Plan map along with a revised set of written conditions (See attachments). City Staff recommends approval of the applications with the aforementioned conditions.

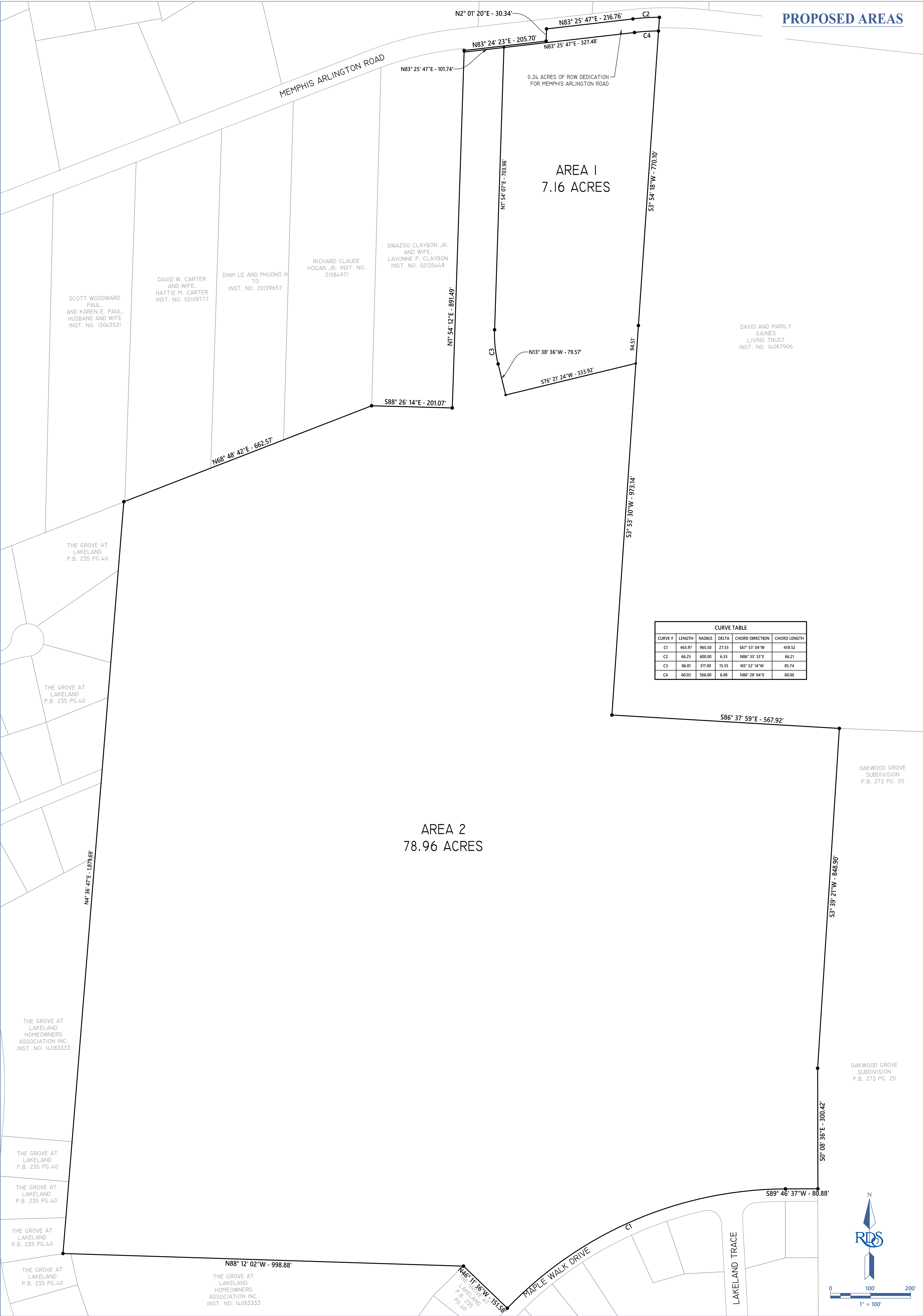
EXAMPLE MOTIONS

1. Motion to approve the Equestria PD Outline Plan subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
 - b. Conditions proposed by staff
2. Motion to approve the Equestria PD Outline Plan without conditions.
3. Motion to deny the Equestria PD Outline Plan application:
 - a. Reason for denial

PROPOSED AREAS

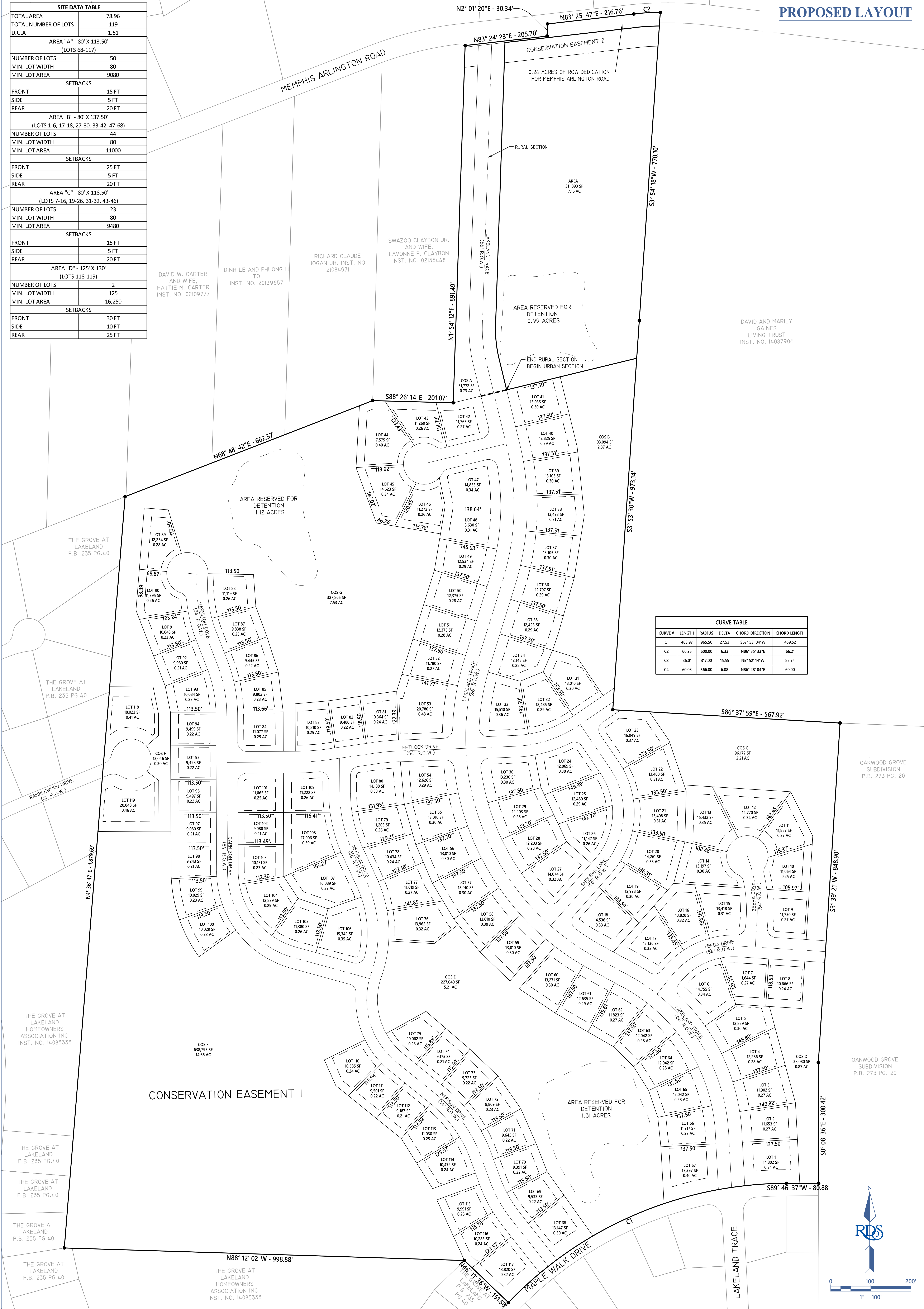


PROPOSED AREAS



PREPARED BY:	RENAISSANCE DESIGN STUDIO, LLC. 3157 HIGHWAY 64 - SUITE 200 EADS, TN 38028 901.466.4104 WWW.REANAISSANCE-COMPANY.COM
DRAWN BY:	C. HARDWICK, E.I.
DATE:	10/03/2023
SHEET #:	1 OF 3
SCALE:	1" = 100'

SITE DATA TABLE	
TOTAL AREA	78.96
TOTAL NUMBER OF LOTS	119
D.U.A	1.51
AREA "A" - 80' X 113.50' (LOTS 68-117)	
NUMBER OF LOTS	50
MIN. LOT WIDTH	80
MIN. LOT AREA	9080
SETBACKS	
FRONT	15 FT
SIDE	5 FT
REAR	20 FT
AREA "B" - 80' X 137.50' (LOTS 1-6, 17-18, 27-30, 33-42, 47-68)	
NUMBER OF LOTS	44
MIN. LOT WIDTH	80
MIN. LOT AREA	11000
SETBACKS	
FRONT	25 FT
SIDE	5 FT
REAR	20 FT
AREA "C" - 80' X 118.50' (LOTS 7-16, 19-26, 31-32, 43-46)	
NUMBER OF LOTS	23
MIN. LOT WIDTH	80
MIN. LOT AREA	9480
SETBACKS	
FRONT	15 FT
SIDE	5 FT
REAR	20 FT
AREA "D" - 125' X 130' (LOTS 118-119)	
NUMBER OF LOTS	2
MIN. LOT WIDTH	125
MIN. LOT AREA	16,250
SETBACKS	
FRONT	30 FT
SIDE	10 FT
REAR	25 FT



I. OUTLINE PLAN GENERAL STATEMENT

EQUESTRIA IS AN 86.36-ACRE PLANNED RESIDENTIAL DEVELOPMENT LOCATED IN LAKELAND, TENNESSEE ON THE SOUTH SIDE OF MEMPHIS-ARLINGTON ROAD AND WEST OF CHAMBERS CHAPEL ROAD. THE 19-LOT RESIDENTIAL DEVELOPMENT IS IMMEDIATELY ADJACENT TO THE GROVE AT LAKELAND P.D. TO THE WEST AND THE LEVITT AND SONS PROPERTY ON THE EAST. IN KEEPING WITH THE INTENT OF CONSERVATION DESIGN, ATTENTION AND SENSITIVITY HAVE BEEN GIVEN TO NATURAL FEATURES SUCH AS VEGETATION, WATER BODIES, AND TOPOGRAPHY. THESE FEATURES ARE MAJOR ELEMENTS OF THE NEIGHBORHOOD AND HAVE BEEN MAINTAINED WHERE FEASIBLE. THE DESIGN OF THE DEVELOPMENT HAS TAKEN INTO ACCOUNT THE CONNECTIVITY OF ROADWAYS AND OPEN SPACE WITH THE ADJACENT APPROVED DEVELOPMENT, THE GROVE AT LAKELAND P.D., AND FUTURE ADJACENT DEVELOPMENTS. 15.19 ACRES OF THE TOTAL SITE WILL BE PLACED IN CONSERVATION EASEMENTS WHERE NO FUTURE DEVELOPMENT CAN OCCUR, THEREFORE PRESERVING THE NATURAL RESOURCES OF THE LAND. THE EQUESTRIA PLANNED DEVELOPMENT (PD) IS A SUBURBAN NEIGHBORHOOD THAT INCORPORATES ELEMENTS OF ITS PREVIOUS USE AS A HORSE FARM INTO THE COMMON OPEN SPACE AND CONSERVATION AREAS. CONTINUOUS GREEN SPACE CONNECTS THE DEVELOPMENT THROUGHOUT ITS BOUNDARY AND TIES TO ADJACENT OPEN SPACES AND FUTURE DEVELOPMENTS.

THE PROPERTY WILL BE DIVIDED INTO TWO AREAS.

AREA 1 IS A 7.40-ACRE RESIDENTIAL OUT PARCEL. 0.24 ACRES (3/4' FROM CENTERLINE) OF RIGHT-OF-WAY FOR MEMPHIS ARLINGTON ROAD WILL BE DEDICATED AS PART OF THIS PLAN. THERE IS ALSO A 50' CONSERVATION EASEMENT ALONG THE ROAD FRONTAGE OF AREA 1. THIS AREA IS ENTITLED TO ONE HOME. A SEPARATE PDP SHALL BE SUBMITTED FOR THIS AREA IF ANY DEVELOPMENT IS PROPOSED IN THE FUTURE.

AREA 2 IS A 78.96-ACRE PARCEL THAT WILL INCLUDE 119 RESIDENTIAL LOTS AND COMMON OPEN SPACES.

II. LAND USES PERMITTED

A. USES PERMITTED IN ACCORDANCE WITH R-2 MEDIUM DENSITY RESIDENTIAL (SUBURBAN MANOR) IN THE CITY OF LAKELAND ZONING ORDINANCE:

1. SINGLE FAMILY DETACHED RESIDENTIAL
2. ACCESSORY BUILDINGS, AS PERMITTED BY THE CITY OF LAKELAND ZONING ORDINANCE
3. HOME OCCUPATIONS
4. PARKS/RECREATION
5. PRIVATE NEIGHBORHOOD CLUBHOUSE AND/OR PAVILIONS
6. PRIVATE NEIGHBORHOOD CLUBHOUSE AND/OR PAVILIONS

III. DESIGN GUIDELINES

A. ARCHITECTURAL GUIDELINES

1. A HOMEOWNERS ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) SHALL BE ESTABLISHED. THIS COMMITTEE, OR THEIR DESIGNATED ARCHITECT, WILL REVIEW ALL PROPOSED STRUCTURES, SITE PLANS, BUILDING ELEVATIONS, LANDSCAPING, AND CONSTRUCTION MATERIALS. THE ACC SHALL ADHERE TO THESE DESIGN GUIDELINES AND THE OVERALL PROVISIONS OF THE PDP AND SUBSEQUENT DEVELOPMENT PLANS, WHICH SHALL ALSO BE UTILIZED BY THE CITY OF LAKELAND IN THE PERMIT ISSUANCE PROCESS.

2. SETBACKS ARE INDICATED IN THIS OUTLINE PLAN. THE ACC OR THEIR DESIGNATED ARCHITECT RESERVES THE RIGHT TO ABSOLUTE CONTROL OF THE PRECISE SITE AND LOCATION OF ANY STRUCTURE UPON ALL PARCELS IN ACCORDANCE WITH THE CITY OF LAKELAND DESIGN GUIDELINES.

3. HOME STYLES FOR THIS DEVELOPMENT SHALL STAY CONSISTENT WITH FRENCH AND EUROPEAN ARCHITECTURE. DETAILS VARY BUT FRENCH AND EUROPEAN INSPIRED HOMES ARE DISTINGUISHED BY THEIR DISTINCTIVE HIPPED ROOFS AND FLARED EAVES. SOME OF THE FEATURES IN THESE HOMES INCLUDE, BUT ARE NOT LIMITED TO, BRICK AND STONE FACADES, HIPPED AND ARCHED-TOP DORMERS, MULTI-PANED WINDOWS USING EITHER SQUARE GRIDS OR DIAMOND PATTERNS, WOOD SHUTTERS, IRON BALCONIES OR TERRACES, DECORATIVE HALF-TIMBERING, ROUND TOWERS, ARCHED DOORWAYS, AND DECORATIVE COPPER ACCENTED ELEMENTS SUCH AS FLASHING, ROOF TOP FINIALS AND CUPOLAS. ARCHITECTURALLY CONSISTENT PORCHES ARE ENCOURAGED ON FRONT FACADES.

4. HOMES BUILT IN EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT SHALL BE IN GENERAL COMPLIANCE AS TO FORM, STYLE, AND ARCHITECTURE, BUT MAY DEVIATE AS TO SIZE, FOOTPRINT, OR DECORATIVE DETAILING, SO LONG AS OTHERWISE COMPLIANT WITH THE DESIGN GUIDELINES HEREIN.

5. GARAGES SHALL BE REVIEWED BASED ON THE LOCATION, DESIGN, AND ORIENTATION TO THE HOME. ALTHOUGH REAR-LOAD AND SIDE-LOAD GARAGES ARE PREFERRED, FRONT-LOAD GARAGES MAY BE PERMISSIBLE IF SCREENED BY AN ARCHITECTURAL PORTE-COCHÈRE WITH REVIEW AND APPROVAL.

6. WINDOWS AND DOORS SHALL BE TRUE DIVIDED-LIGHT WINDOWS OR SIMULATED DIVIDED-LIGHT WINDOWS, AND THEY SHALL BE REQUIRED ON ALL FRONT ELEVATIONS. ALL DOORS VISIBLE FROM THE STREET SHALL BE STAIN-GRADE WOOD OR APPROVED EQUAL.

7. ROOFING MATERIALS SHALL BE AT LEAST 25-YEAR ARCHITECTURAL SHINGLES IN AN APPROVED COLOR. COLORS MAY VARY BUT MUST BE REVIEWED AND APPROVED.

8. SHUTTERS, WHEN USED, SHALL BE SIZED TO COVER THE RESPECTIVE OPENING. SHUTTERS SHALL BE WOOD OR SYNTHETIC TO SIMULATE WOOD, AND BE PAINTED OR STAINED.

9. HVAC UNITS, UTILITY METERS, POOL EQUIPMENT, CONNECTION BOXES, ETC. SHALL BE PLACED IN REAR OR SIDE YARDS OUT OF THE VIEW FOR A PUBLIC WAY, STREET, OR FRONT OF THE HOME. HVAC UNITS SHALL BE SCREENED FROM THE PUBLIC VIEW, WHERE NECESSARY, WITH LANDSCAPING OR APPROVED FENCING/WALL.

10. POOL HOUSES, GAZEBOS, CABANAS, DETACHED GARAGES, AND ANY AND ALL OUTBUILDINGS AND DETACHED STRUCTURES SHALL BE PERMITTED ONLY WITH FULL REVIEW AND APPROVAL. ALL OUTBUILDINGS MUST BE CONSTRUCTED OF THE SAME BUILDING MATERIALS AND DETAILING AS THE PRIMARY RESIDENCE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE ACC AND NECESSARY GOVERNING BODIES AS REQUIRED FOR CONSTRUCTION PERMITTING. TEMPORARY, PRE-FABRICATED, OR MODULAR OUTBUILDINGS SHALL NOT BE PERMITTED. POOL HOUSES, GARAGES, AND OTHER ACCESSORY STRUCTURES SHALL UTILIZE A DESIGN THAT IS SUBORDINATE TO, COMPLEMENTARY TO, AND INTEGRAL WITH THE HOUSE DESIGN.

11. ACCESSORY STRUCTURES ARE PERMITTED IN ACCORDANCE WITH THE CITY OF LAKELAND ZONING REGULATIONS.

12. LANDSCAPE PLANS MUST BE REVIEWED AND APPROVED BY THE ACC OR THEIR DESIGNATED ARCHITECT. ALL LANDSCAPING MUST BE COMPLETED WITHIN TWO (2) WEEKS OF THE COMPLETION OF THE HOUSE.

13. TREES - AS A CONSERVATION OVERLAY SUBDIVISION, TREES ARE THE DEVELOPMENT'S MOST IMPORTANT ATTRIBUTE, AND MUCH ATTENTION HAS BEEN GIVEN TO THIS IMPORTANT NATURAL RESOURCE DURING THE DESIGN OF THE DEVELOPMENT. THE PROTECTION AND LONG-TERM MAINTENANCE OF THESE TREES IS IMPERATIVE TO THE SUCCESSFUL FUTURE AND NATURAL BEAUTY OF THIS COMMUNITY. CARE AND SERIOUS CONSIDERATION MUST BE GIVEN BEFORE THE REMOVAL OF ANY TREES IN THIS DEVELOPMENT. AFTER THE INITIAL CONSTRUCTION OF EACH HOUSE, ANY TREE REMOVAL BY THE LOT OWNER MUST RECEIVE PRIOR APPROVAL IN WRITING BY THE ACC. THE ACC SHALL CONSULT WITH A CERTIFIED ARBORIST WHEN RENDERING DECISIONS REGARDING TREE REMOVAL REQUESTS. IN ADDITION, ANY TREE REMOVAL OR MAINTENANCE MUST CONFORM TO THE CITY OF LAKELAND'S TREE MANAGEMENT ORDINANCE.

14. FENCING FOR THIS DEVELOPMENT IS UNIQUE TO ITS ARCHITECTURE AND THE LOCATION OF SPECIFIC LOTS IN THEIR PROXIMITY TO COMMON AREAS. NO FENCE SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE. ALL FENCES SHALL BE CONSTRUCTED OF CEDAR WOOD, MASONRY BRICK, A COMBINATION THEREOF, OR ORNAMENTAL IRON. THE FENCE ON ANY LOT FACING A STREET MUST BE EITHER 6-FOOT CEDAR CAPPED WOOD FENCE OR ORNAMENTAL IRON. LOTS WITH REAR YARDS ADJACENT TO COMMON AREAS MUST USE ORNAMENTAL IRON FENCING.

15. IN-GROUND SWIMMING POOLS ARE PERMISSIBLE WITH REVIEW AND APPROVAL BY THE ACC. CONSTRUCTION OF THE POOL MUST NOT DISTURB NEIGHBORS' YARDS OR PROPERTY OWNED AND/OR MAINTAINED BY THE HOA. THE USE OF A NEIGHBOR'S YARD FOR CONSTRUCTION ACCESS IS NOT PERMITTED UNLESS THE NEIGHBOR HAS GIVEN WRITTEN CONSENT. THE USE OF PROPERTY OWNED AND/OR MAINTAINED BY THE HOA FOR CONSTRUCTION ACCESS IS NOT PERMITTED, UNLESS THE APPLICANT REQUESTS A REVIEW AND IS GRANTED WRITTEN PERMISSION. IF APPROVED, THE APPLICANT MUST SIGN A WAIVER OF DAMAGE AND POST A CONSTRUCTION DEPOSIT FOR REPAIRS OF DAMAGE TO PROPERTY OWNED AND/OR MAINTAINED BY THE HOA.

16. DUPLICATE ELEVATIONS WITHIN DIRECT SIGHT-LINE VIEW OF ANY SIMILAR ELEVATIONS SHALL NOT BE ALLOWED IN THE EQUESTRIA PD.

B. LANDSCAPING AND SCREENING

1. SUBDIVISION LANDSCAPING SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR LANDSCAPING AND OTHER APPLICABLE CITY REGULATIONS, AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. LANDSCAPING REQUIREMENTS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH A FDP, BUT SHALL REQUIRE A PRELIMINARY DEVELOPMENT PLAN (PDP) AMENDMENT.

C. STREET TREE STANDARDS

1. STREET TREES SHALL BE PLANTED ON ALL PUBLIC STREETS WITHIN THE DEVELOPMENT.

2. STREET TREE LOCATIONS AND SPECIES SELECTION SHALL BE IN CONFORMANCE WITH THE CITY OF LAKELAND LANDSCAPING AND SCREENING REQUIREMENTS AND TREE SPECIES SELECTION LIST.

3. STREET TREES LOCATED WITHIN COS SHALL BE INSTALLED BY THE DEVELOPER.

4. THE HOA SHALL MAINTAIN ALL STREET TREES WITHIN COS.

5. STREET TREES LOCATED ON RESIDENTIAL LOTS SHALL BE INSTALLED BY THE BUILDER AS INDICATED ON THE DETAILED STREET TREE PLAN IN THE PDP SET. MAINTENANCE, REMOVAL, AND REPLACEMENT OF SAID STREET TREES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

6. THE HOA WILL MONITOR AND ENFORCE MAINTENANCE AND REPLACEMENT OF STREET TREES.

7. THE FOLLOWING STANDARDS APPLY TO STREET TREE PLANTINGS.

- | | |
|---------------------------------------|---------|
| A. MINIMUM DISTANCE ON CENTER | 15 FEET |
| B. TYPICAL DISTANCE ON CENTER | 35 FEET |
| C. MAXIMUM DISTANCE ON CENTER | 40 FEET |
| D. MAXIMUM DISTANCE FROM BACK OF CURB | 14 FEET |
| E. MINIMUM DISTANCE FROM SIDEWALK | 5 FEET |
| F. MINIMUM DISTANCE FROM DRIVEWAYS | 5 FEET |
| G. MINIMUM STREET TREE EASEMENT | 9 FEET |

D. SITE LIGHTING

NO PUBLIC OR PRIVATE STREET LIGHTING IS PROPOSED WITHIN THE EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT.

E. SIGNS

SUBDIVISION ENTRY SIGNS MAY BE LOCATED AT THE INTERSECTION OF LAKELAND TRACE AND MEMPHIS-ARLINGTON ROAD. SUBDIVISION IDENTIFICATION SIGNS SHALL BE PERMITTED AT THE INTERSECTIONS OF LAKELAND TRACE AND SHOLEAH LANE, SHOLEAH LANE AND RAMBLEWOOD DRIVE, AS WELL AS LAKELAND TRACE AND RAMBLEWOOD DRIVE. SUBDIVISION ENTRY SIGNS SHALL HAVE A MINIMUM 10-FOOT SETBACK, SHALL COMPLY WITH THE LAKELAND SIGN REGULATIONS, AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. MASONRY WALLS ASSOCIATED WITH ENTRY FEATURES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT. ARCHITECTURAL/DECORATIVE ELEMENTS ASSOCIATED WITH THE ENTRY FEATURE SHALL NOT EXCEED EIGHT (8) FEET. THE MATERIALS FOR THE SIGN, BASE, WALL, OR OTHER ELEMENTS SHALL BE CONSTRUCTED OF ANY OF THE FOLLOWING ELEMENTS: NATURAL STONE, STONE VENEER, BRICK MASONRY, AND WOOD. A GENERALIZED LOCATION SKETCH FOR EACH SIGN IS PROVIDED IN THE PDP SET. A CONCEPTUAL ELEVATION IS PROVIDED HEREIN. SIGN LOCATIONS AND DESIGNS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH AN FDP, BUT SHALL REQUIRE A PDP AMENDMENT.

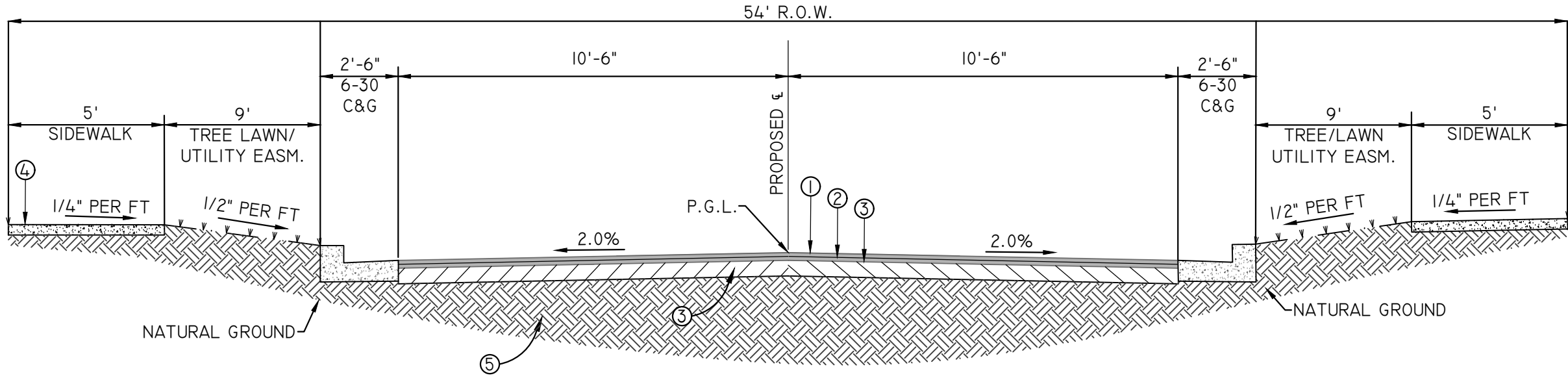
F. FENCES AND WALLS

SUBDIVISION FENCES AND WALLS MAY BE LOCATED THROUGHOUT THE EQUESTRIA PLANNED RESIDENTIAL DEVELOPMENT. THESE FENCES AND WALLS SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR FENCES AND WALLS (TITLE 14, CHAPTER 7, FENCES AND WALLS), AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL. MASONRY WALLS SHALL NOT AT ANY POINT EXCEED SIX (6) FEET IN HEIGHT. PRIVACY FENCES SHALL NOT AT ANY POINT EXCEED SIX (6) FEET IN HEIGHT. MASONRY WALLS SHALL BE CONSTRUCTED OF ANY OF THE FOLLOWING ELEMENTS: NATURAL STONE, STONE VENEER, AND BRICK MASONRY WITH WOOD ARCHITECTURAL ELEMENTS. PRIVACY FENCES SHALL BE CONSTRUCTED OF CEDAR WOOD, MASONRY BRICK, A COMBINATION THEREOF, OR ORNAMENTAL IRON. THE FENCE ON ANY LOT FACING A STREET MUST BE EITHER A 6-FOOT CEDAR CAPPED WOOD OR ORNAMENTAL IRON. A GENERALIZED LOCATION SKETCH AND GENERALIZED RENDERING OF EACH TYPE OF FENCE WILL BE PROVIDED WITH THE FDP. FENCE AND WALL LOCATIONS AND DESIGNS MAY BE FURTHER REFINED WITH THE FDP. NEW WAIVER REQUESTS SHALL NOT BE INTRODUCED WITH AN FDP, BUT SHALL REQUIRE A PDP AMENDMENT.

G. IRRIGATION

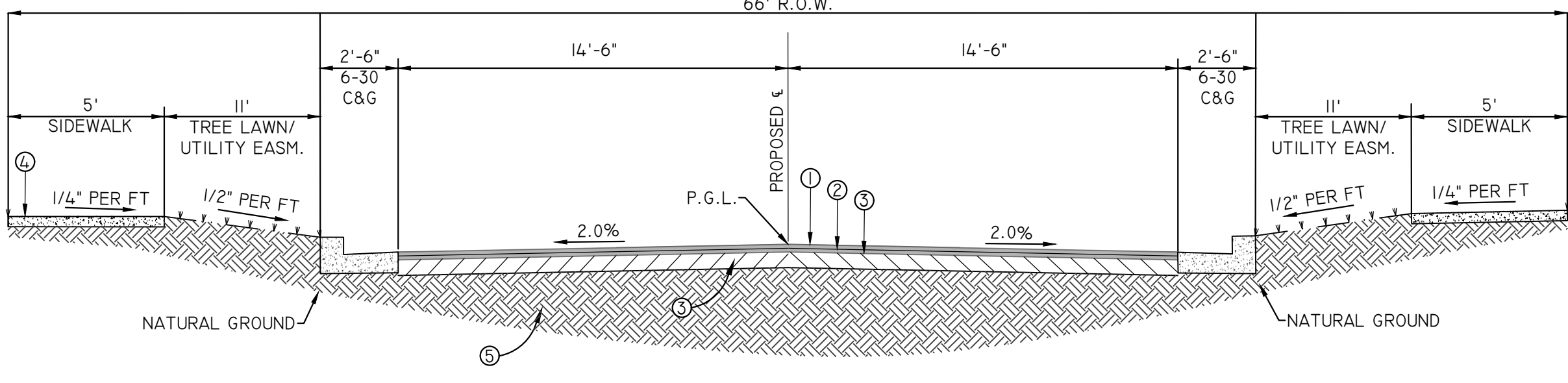
A FULLY AUTOMATED IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. THIS IRRIGATION SYSTEM SHALL COMPLY WITH THE LAKELAND DESIGN GUIDELINES FOR IRRIGATION PLANS (TITLE 14, CHAPTER 9, LANDSCAPING AND SCREENING) AND SHALL BE PRESENTED FOR LAKELAND DRC FINAL APPROVAL.

GENERAL GUIDELINES



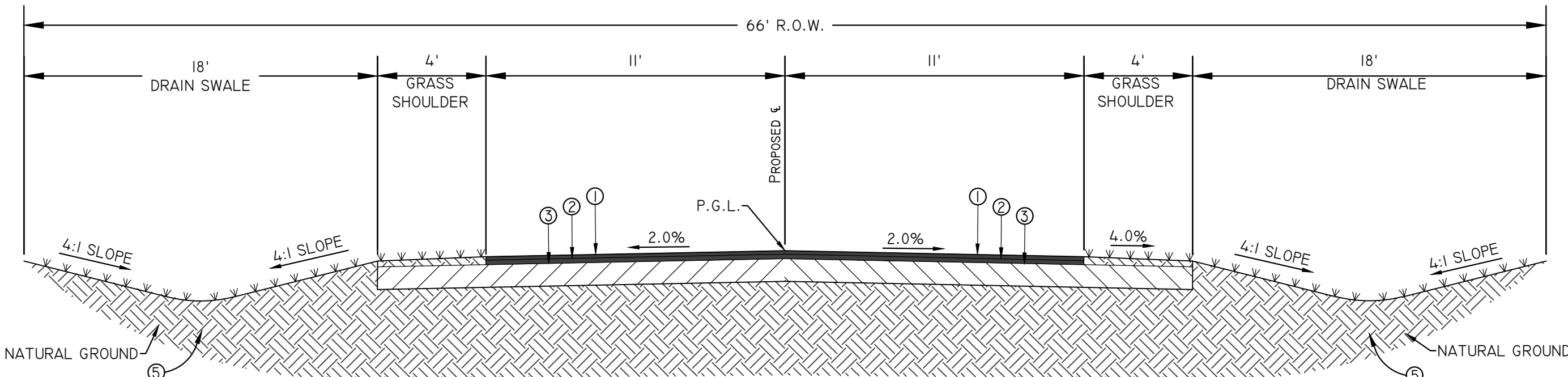
TYPICAL SECTION - 54' RIGHT-OF-WAY

N.T.S.



TYPICAL SECTION - 66' URBAN RIGHT-OF-WAY

N.T.S.



TYPICAL SECTION - 66' RURAL RIGHT-OF-WAY

N.T.S.

IV. SEWER, WATER, AND DRAINAGE

A. THE PROPOSED METHOD OF SEWAGE DISPOSAL FOR THIS DEVELOPMENT WILL CONNECT TO AN EXISTING 10" SANITARY SEWER LINE BENEATH MAPLE WALK DRIVE.

B. ALL SEWER WITHIN THE EQUESTRIA PLANNED DEVELOPMENT SHALL BE TIED TO THE PROPOSED PUBLIC SEWER. EXISTING PRIVATE SEPTIC SEWER SYSTEMS AND ASSOCIATED LEACH FIELDS SHALL BE DEMOLISHED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REQUIREMENTS.

C. THE PROPOSED WATER LINE WITHIN THE DEVELOPMENT WILL BE CONNECTED TO AN EXISTING WATER LINE IN MEMPHIS-ARLINGTON ROAD, AN EXISTING WATER LINE BENEATH RAMBLEWOOD DRIVE, AN EXISTING WATER LINE BENEATH MEMPHIS-ARLINGTON ROAD, AND AN EXISTING WATER LINE BENEATH MAPLE WALK DRIVE. THE PROPOSED WATER SYSTEM SHALL BE CAPABLE OF PRODUCING A MINIMUM RESIDUAL PRESSURE OF 20 PSI AT A MINIMUM FIVE FLOW OF 1500 GPM AND SHALL BE APPROVED BY AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF MLGW.

D. THE EXISTING PRIVATE WATER SUPPLY WELL, LOCATED WITHIN THE EQUESTRIA PLANNED DEVELOPMENT, SHALL REMAIN IN PLACE FOR POSSIBLE USE AS THE WATER SOURCE FOR REQUIRED IRRIGATION.

E. DRAINAGE IMPROVEMENTS, INCLUDING ON-SITE DETENTION, SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF LAKELAND STORMWATER MANAGEMENT HANDBOOK AND SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.

F. STORMWATER RUN-OFF SHALL UTILIZE, TO THE EXTENT POSSIBLE, THE NATURAL DRAINAGE PATTERNS OF THE SITE. WHERE STORMWATER IS DIRECTED INTO AREAS OF COS AND/OR CES, STEPS SHALL BE TAKEN TO DECREASE VELOCITIES AND DETRIMENTAL EFFECTS TO THE NATURAL FEATURES. METHODS SHALL BE PROVIDED WITH THE FDP SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.

G. DETENTION CALCULATIONS AND STORMWATER STRUCTURES AND CONVEYANCES WILL BE PROVIDED WITH FDP DOCUMENTS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.

V. BULK REGULATIONS AND SIMILAR REQUIREMENTS

A. THE FOLLOWING BULK REGULATIONS OF THE RESIDENTIAL (R-2) SUBURBAN MANOR SHALL APPLY WITH THE FOLLOWING EXCEPTIONS:

1. SINGLE FAMILY RESIDENTIAL AREA "A" - 80' x 113.50' LOT
LOTS 68-117
BUILDING SETBACKS:
FRONT SETBACK: 15 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 9080 SF

2. SINGLE FAMILY RESIDENTIAL AREA "B" - 80' x 137.50' LOT
LOTS 1-6, 17-18, 27-30, 33-42, 47-68
*DRIVEWAYS FOR LOTS 6, 17-18, 30, 33, 42, 47, & 53-54
SHALL NOT CONNECT TO LAKELAND TRACE.
BUILDING SETBACKS:
FRONT SETBACK: 25 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 11,000 SF

3. SINGLE FAMILY RESIDENTIAL AREA "C" - 80' x 118.5' LOT
LOTS 7-16, 19-26, 31-32, & 43-46
BUILDING SETBACKS:
FRONT SETBACK: 15 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 5 FEET (SUM OF 10 FEET)
REAR YARD SETBACK: 20 FEET
MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT AREA: 9,480 SF

4. SINGLE FAMILY RESIDENTIAL AREA "D" - 125' x 130' LOT
LOTS 118-119
BUILDING SETBACKS:
FRONT SETBACK: 30 FEET
FRONT PORCH ENCROACHMENT: 4 FEET
SIDE YARD SETBACK: 10 FEET (SUM OF 20 FEET)
REAR YARD SETBACK: 25 FEET
MINIMUM LOT WIDTH: 125 FEET
MINIMUM LOT AREA: 16,250 SF

VI. TRAFFIC AND CIRCULATION

A. A TRAFFIC STUDY SHALL BE REQUIRED FOR EQUESTRIA TO DETERMINE IF ANY TRAFFIC CALMING MEASURES ARE REQUIRED FOR LAKELAND TRACE. NO SPEED BUMPS PERMITTED.

VII. LEGAL DESCRIPTION

EXISTING ZONING: AG - AGRICULTURE
PROPOSED ZONING: PLANNED RESIDENTIAL DEVELOPMENT

DESCRIPTION OF THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 07080671, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205693, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 05068629, AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205697 (BEING CUMBERLAND SUBDIVISION, P.B. 138, PG. 78, LOT 1), AND THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205695 (BEING CUMBERLAND SUBDIVISION, P.B. 138, PG. 78, LOT 2), BEING LOCATED IN LAKELAND, SHELBY COUNTY, TENNESSEE:

BEGINNING AT A FOUND 1/2" REBAR AT THE WESTERNMOST NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693, SAID POINT BEING THE SOUTHEAST CORNER OF THE SCOTT WOODWARD PAUL AND KAREN E. PAUL PROPERTY RECORDED IN INST. NO. 13045521 AND THE NORTHEAST CORNER OF THE GROVE AT LAKELAND, C.O.S. G., RECORDED IN SOL. 235, PG. 40; THENCE NORTH 68 DEGREES 45 MINUTES 03 SECONDS EAST ALONG A NORTHWEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH THE DAVID W. CARTER AND WIFE, HATTIE M. CARTER PROPERTY RECORDED IN INST. NO. 0219777 AND WITH THE DINH LE AND PHUONG H. TO PROPERTY RECORDED IN INST. NO. 20139657, PASSING A FOUND 1/2" REBAR AT 221.39 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 369.00 FEET TO A SET 1/2" REBAR WITH PLASTIC CAP (#1677); THENCE NORTH 68 DEGREES 53 MINUTES 18 SECONDS EAST CONTINUING ALONG A NORTHWEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 20139657 AND WITH THE RICHARD CLAUDE HOGAN, JR. PROPERTY RECORDED IN INST. NO. 21084971, 293.57 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#1701), SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 21084971 AND THE SOUTHWEST CORNER OF THE SWAZOO CLAYBORN, JR. AND WIFE LAYONNE P. CLAYBORN PROPERTY RECORDED IN INST. NO. 02135448; THENCE SOUTH 88 DEGREES 26 MINUTES 14 SECONDS EAST ALONG A NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 02135448, 201.07 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#1701), SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 02135448 AND THE SOUTHWEST CORNER OF THE GARY W. TAYLOR, TRUSTEE PROPERTY RECORDED IN INST. NO. 06205695; THENCE NORTH 01 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205695 AND WITH SAID PROPERTY RECORDED IN INST. NO. 02135448, 891.49 FEET TO A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693, SAID POINT BEING IN THE SOUTH LINE OF MEMPHIS-ARLINGTON ROAD (R.O.W. VARIES - PUBLIC); THENCE NORTH 83 DEGREES 24 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID MEMPHIS-ARLINGTON ROAD AND ALONG THE NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205695 AND ALONG THE NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205697, 205.70 FEET TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF SAID PROPERTY AND IN AN EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS EAST ALONG AN EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693, 30.34 FEET TO A POINT IN THE CENTERLINE OF EXISTING PAVEMENT OF SAID MEMPHIS-ARLINGTON ROAD, SAID POINT BEING A NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE SOUTH 03 DEGREES 53 MINUTES 30 SECONDS WEST ALONG AN EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 05068629, PASSING A FOUND 1" PINCH PIPE, SAID POINT BEING A FOUND AXLE AT 919.99 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 973.14 FEET TO A SET 1/2" REBAR WITH PLASTIC CAP (OLLAR), SAID POINT BEING AN INTERNAL CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND THE SOUTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 14087906; THENCE SOUTH 86 DEGREES 37 MINUTES 59 SECONDS EAST ALONG A NORTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 14087906, PASSING A FOUND 2" IRON PIPE AT 100.73 FEET, AND CONTINUING ON FOR A TOTAL DISTANCE OF 567.92 FEET TO A FOUND 1" PINCH PIPE, SAID POINT BEING A NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND THE NORTHWEST CORNER OF THE DAVID E. GAINES AND MARILY H. GAINES, TRUSTEES PROPERTY RECORDED IN INST. NO. 14087906; THENCE SOUTH 03 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 05068629 AND WITH SAID PROPERTY RECORDED IN INST. NO. 14087906, 770.10 FEET TO A FOUND 1 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 05068629, SAID POINT BEING A NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE SOUTH 03 DEGREES 53 MINUTES 30 SECONDS WEST ALONG AN EAST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID PROPERTY RECORDED IN INST. NO. 14087906, PASSING A FOUND 2" IRON PIPE AT 100.73 FEET, AND CONTINUING ON FOR A TOTAL DISTANCE OF 567.92 FEET TO A FOUND 1" PINCH PIPE, SAID POINT BEING A NORTHEAST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND THE NORTHWEST CORNER OF THE DAVID E. GAINES AND MARILY H. GAINES, TRUSTEES PROPERTY RECORDED IN INST. NO. 14087906; THENCE SOUTH 03 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 07080671 AND WITH SAID THE GROVE AT LAKELAND, LOT 113, 151.58 FEET TO A FOUND 1/2" REBAR WITH PLASTIC CAP (#2135), SAID POINT BEING THE NORTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 07080671, THE NORTHEAST CORNER OF SAID THE GROVE AT LAKELAND, C.O.S. G., AND IN A SOUTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693; THENCE NORTH 88 DEGREES 12 MINUTES 02 SECONDS WEST ALONG A SOUTH LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693, WITH SAID THE GROVE AT LAKELAND, C.O.S. G., AND WITH THE NORTH LINE OF SAID THE GROVE AT LAKELAND, LOT 98, 998.88 FEET TO A FOUND 2-1/2" IRON PIPE, SAID POINT BEING THE NORTHERNMOST SOUTHWEST CORNER OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND IN AN EAST LINE OF SAID THE GROVE AT LAKELAND; THENCE NORTH 04 DEGREES 37 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID PROPERTY RECORDED IN INST. NO. 06205693 AND WITH SAID EAST LINE OF SAID THE GROVE AT LAKELAND, 1880.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 86.36 ACRES OF LAND.



Engineering | Planning | Surveying



EQUESTRIA

LAKELAND, TN



PREPARED BY:	RENAISSANCE DESIGN STUDIO, LLC. 3157 HIGHWAY 64 - SUITE 200 EADS, TN 38028 901.466.4104 WWW.RENAISSANCE-COMPANY.COM
DRAWN BY:	C. HARDWICK, E.I.
DATE:	10/03/2023
SHEET #:	3 OF 3
SCALE:	N/A

General Statement

Existing Zoning: AG - Agriculture

Proposed Zoning: Planned Residential Development

Equestria is an 86.36-acre planned residential development located in Lakeland, Tennessee on the south side of Memphis Arlington Road and west of Chambers Chapel Road. The 119-lot residential development is immediately adjacent to the grove at Lakeland P.D. to the west and the Levitt and Sons property on the east. In keeping with the intent of conservation design, attention and sensitivity have been given to natural features such as vegetation, water bodies, and topography. These features are major elements of the neighborhood and have been maintained where feasible. The design of the development has taken into account the connectivity of roadways and open space with the adjacent approved development, The Grove at Lakeland P.D., and future adjacent developments. 15.19 acres of the total site will be placed in conservation easements where no future development can occur, therefore preserving the natural resources of the land. The Equestria Planned Development (PD) is a suburban neighborhood that incorporates elements of its previous use as a horse farm into the common open space and conservation areas. Continuous green space connects the development throughout its boundary and ties to adjacent open spaces and future developments. The property will be divided into two areas.

Area 1 is a 7.40-acre residential out parcel. 0.24 acres (34' from centerline) of right-of-way for Memphis Arlington Road will be dedicated as part of this plan. There is also a 50' conservation easement along the road frontage of area 1. This area is entitled to one home. A separate PDP shall be submitted for this area if any development is proposed in the future.

Area 2 is a 78.96-acre parcel that will include 119 residential lots and common open spaces.

Legal Description

Description of the Gary W. Taylor, trustee property recorded in Inst. No. 07080671, and the Gary W. Taylor, trustee property recorded in Inst. No. 06205693, and the Gary W. Taylor property recorded in Inst. No. 05068629, and the Gary W. Taylor, trustee property recorded in inst. No. 06205697 (being Cumberland subdivision, P.B. 138, PG. 78, lot 1), and the Gary W. Taylor, trustee property recorded in Inst. No. 06205695 (being Cumberland Subdivision, P.B. 138, PG. 78, lot 2), being located in Lakeland, Shelby county, Tennessee: Beginning at a found 1/2" rebar at the westernmost northwest corner of said property recorded in inst. No. 06205693, said point being the southeast corner of the Scott Woodward Paul and Karen E. Paul property recorded in Inst. No. 13045521 and the northeast corner of The Grove at Lakeland, C.O.S. A, recorded in P.B. 235, pg. 40; thence north 68 degrees 45 minutes 03 seconds east along a northwest line of said property recorded in inst. No. 06205693 and with the David W. Carter and wife, Hattie M. Carter property recorded in inst. No. 02109777 and with the Dinh Le and Phuong H. To property recorded in inst. No. 20139657, passing a found 1/2" rebar at 221.39 feet and continuing on for a total distance of 369.00 feet to a set 1/2" rebar with plastic cap (#1677); thence north 68 degrees 53 minutes 18 seconds east continuing along a northwest line of said property recorded in inst. No. 06205693 and with said property recorded in Inst. No. 20139657 and with the Richard Claude Hogan, Jr. Property recorded in Inst. No. 21084971, 293.57 feet to a found 1/2" rebar with plastic cap (#1701), said point being the southeast corner of said property recorded in Inst. No. 21084971 and the southwest corner of the Swazoo Clayborn, Jr. And wife Lavonne P. Claybon property recorded in Inst. No. 02135448; thence south 88 degrees 26 minutes 14 seconds east along a north line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 02135448, 201.07 feet to a found 1/2" rebar with plastic cap (#1701), said point being the southeast corner of said property recorded in Inst. No. 02135448 and the southwest corner of the Gary W. Taylor, trustee property recorded in Inst. No. 06205695; thence north 01 degrees 54 minutes 12 seconds east along the west line of said property recorded in Inst. No. 06205695 and with said property recorded in Inst. No. 02135448, 891.49 feet to a found 1/2" rebar at the northwest corner of said property recorded in Inst. No. 06205695, said point being in the south line of Memphis-Arlington Road (R.O.W. varies - public); thence north 83 degrees 24 minutes 23 seconds east along the south line of said Memphis-Arlington Road and along the north line of said property recorded in Inst. No. 06205695 and along the north line of said property recorded in Inst. No. 06205697, 205.70 feet to a found 1/2" rebar at the northeast corner of said property and in an east line of said property recorded in Inst. No. 06205693; thence north 02 degrees 01 minutes 20 seconds east along an east line of said property recorded in Inst. No. 06205693, 30.34 feet to a point in the centerline of existing pavement of said Memphis-Arlington Road, said point being a northwest corner of said property recorded in Inst. No. 06205693; thence along the centerline of existing pavement of said Memphis-Arlington Road and along the north line of said property recorded in Inst. No. 06205693 and along the north line of said property recorded in Inst. No. 05068629 the following calls: north 83 degrees 25 minutes 47 seconds east, 216.76 feet to a point; along a tangent curve to the right with a radius of 600.00 feet, an arc length of 66.25 feet, a chord bearing of north 86 degrees 35 minutes 33 seconds east, and a chord distance of 66.21 feet to a found cotton picker spindle, said point being the northeast corner of said property recorded in Inst. No. 05068629 and the northwest

corner of the David E. Gaines and Marily H. Gaines, trustees property recorded in Inst. No. 14087906; thence south 03 degrees 54 minutes 18 seconds west along the east line of said property recorded in Inst. No. 05068629 and with said property recorded in Inst. no. 14087906, 770.10 feet to a found 1 ½" iron pipe at the southeast corner of said property recorded in Inst. No. 05068629, said point being a northeast corner of said property recorded in Inst. No. 06205693; thence south 03 degrees 53 minutes 30 seconds west along an east line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 14087906, passing a found axle at 919.99 feet and continuing on for a total distance of 973.14 feet to a set 1/2" rebar with plastic cap (OLLAR), said point being an internal corner of said property recorded in Inst. No. 06205693 and the southwest corner of said property recorded in Inst. No. 14087906; thence south 86 degrees 37 minutes 59 seconds east along a north line of said property recorded in Inst. No. 06205693 and with said property recorded in Inst. No. 14087906, passing a found 2" iron pipe at 100.73 feet, and continuing on for a total distance of 567.92 feet to a found 1" pinch pipe, said point being a northeast corner of said property recorded in Inst. No. 06205693 and the northwest corner of Oakwood Grove Subdivision, Phase 1, Lot 16 recorded in P.B. 273, pg. 20; thence along the east line of said property recorded in Inst. No. 06205693 and along the west line of said Oakwood Grove Subdivision, Phase 1, the following calls: south 03 degrees 39 minutes 21 seconds west, passing a found 1/2" rebar at 430.56 feet, passing another found 1/2" rebar at 812.25 feet, and continuing on for a total distance of 848.90 feet to a found 1/2" rebar; south 00 degrees 08 minutes 36 seconds east, 300.42 feet to a found chisel mark in a north line of maple walk drive (31' R.O.W.); thence in a southwestwardly direction with said maple walk drive the following calls: south 89 degrees 46 minutes 37 seconds west, 80.88 feet to a point; along a tangent curve to the left with a radius of 965.50 feet, an arc length of 775.02 feet, a chord bearing of south 66 degrees 46 minutes 51 seconds west, and a chord distance of 754.38 feet to a found chisel mark, said point being the southwest corner of said property recorded in Inst. No. 07080671 and the southeast corner of said The Grove at Lakeland, lot 113; thence north 46 degrees 11 minutes 36 seconds west along the west line of said property recorded in Inst. No. 07080671 and with said The Grove at Lakeland, Lot 113, 151.58 feet to a found 1/2" rebar with plastic cap (#2135), said point being the northwest corner of said property recorded in Inst. No. 07080671, the northeast corner of said The Grove at Lakeland, C.O.S. G, and in a south line of said property recorded in Inst. No. 06205693; thence north 88 degrees 12 minutes 02 seconds west along a south line of said property recorded in Inst. No. 06205693, with said the grove at Lakeland, C.O.S. G, and with the north line of said The Grove at Lakeland, lot 98, 998.88 feet to a found 2-1/2" iron pipe, said point being the northernmost southwest corner of said property recorded in Inst. No. 06205693 and in an east line of said The Grove at Lakeland; thence north 04 degrees 37 minutes 37 seconds east along the west line of said property recorded in Inst. No. 06205693 and with said east line of said The Grove at Lakeland, 1880.04 feet to THE POINT OF BEGINNING and containing 86.36 acres of land.

Relationship to the Comprehensive Plan

Equestria is in conformance with the Lakeland Comprehensive Land Use Plan approved in March of 2006. Approximately 4.19 acres (Lots 1 and 2 of Cumberland Subdivision) are currently designated as Ex-Urban Neighborhood, which supports Ex-Urban Neighborhood designation but with Conservation Overlay, dictating large areas of open space for passive recreation and preservation of natural resources. The remaining land falls within the Suburban Neighborhood locality with a Conservation Overlay. Suburban Neighborhood has maximum allowable density of 2.5 units per acre. While the maximum number of lots allowed under these designations is 195 residential lots, the Equestria Planned Development proposes only 119 lots within 86.36 acres, a density of 1.38 units per acre.

Relationship to the Parks Master Plan and Greenways Plan

In the current Parks Master Plan, there are no parks proposed in this area. There is a Conservation easement with a trail connection shown along Memphis Arlington Road but there is no physical land needed near this site, therefore payment in lieu of dedication is proposed.

Parkland Dedication Calculation: $D = L \times A \times P \times M$

D = Required Parkland Dedication in acres

L = Number of lots for development

A = Average Family Size for the City Based on U.S. Census 2020 (2.83)

P = Parkland ratio of 0.010

M = Density Multiplier (86.36 acres/119 lots = 0.70 or Multiplier of 1.12)

Required - 3.77 Acres = $119 \text{ lots} \times 2.83 \times 0.01 \times 1.12$

Provided – Payment in-lieu of dedication

Quantitative Data

A. Number of Lots: 119 Single Family Detached Residential Lots

B. Overall Density: 1.38 DU/ Acre

C. Total Site Area: 86.36 Acres

D. Residential Lot Area: 33.72 Acres - 39.05%

E. Road Dedication:

Memphis-Arlington Road 0.19 Acres - 0.22%

Interior Roads 11.35 Acres - 13.14%

Total Road Dedication 11.54 Acres - 13.36%

F. Common Open Space:

Conservation Easements 15.27 Acres - 17.68%

Detention Basins 3.42 Acres - 3.96%

Recreational Open Space 22.41 Acres - 29.95%

Total Common Open Space 41.10 Acres - 47.59%

G. Total Number of Lots directly abutting or facing Green Space: 76 (63.9% of all lots)

I. LAND USES PERMITTED

Uses permitted in accordance with r-2 medium density residential (suburban manor) in the city of Lakeland zoning ordinance:

1. Single family detached residential
2. Accessory buildings, as permitted by the city of Lakeland zoning ordinance
3. Home occupations
4. Parks/recreation
5. Private neighborhood clubhouse and/or pavilions
6. Private neighborhood clubhouse and/or pavilions

II. BULK REGULATIONS AND SIMILAR REQUIREMENTS

A. The following bulk regulations of the residential (r-2) suburban manor
Shall apply with the following exceptions:

1. Single family residential area "2-A" - 80' x 115.50' lot

Lots 67 -94, 98- 119

Building setbacks:

Front setback: 15 feet

Front setback for lots 93 & 98:20 feet along Ramblewood drive

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 10 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9080 sf

2. Single family residential area "2-B" - 90' x 137.50 lot

Lots 1-6, 16-17, 26-29, 32-40, 41, 46-66

*driveways for lots 6, 16-17, 26, 29, 32, 41, 46, & 52-53

Shall not connect to Lakeland Trace.

Building setbacks:

Front setback: 25 feet

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 10 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 12,000 sf

3. Single family residential area "2-C" - 80' x 118.5' lot

Lots 7-15, 18-25, 30-31, & 42-45

Building setbacks:

Front setback: 15 feet

Front porch encroachment: 4 feet

Side yard setback: 10 feet (sum of 20 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9,480 sf

4. Single family residential area "2-D" - 80' x 123.5' lot

Lots 94-97

Building setbacks:

Front setback: 20 feet

Front porch encroachment: 4 feet

Side yard setback: 5 feet (sum of 20 feet)

Rear yard setback: 20 feet

Minimum lot width: 80 feet

Minimum lot area: 9,880 sf

III. DESIGN GUIDELINES

ARCHITECTURAL GUIDELINES

1. A homeowner's association architectural control committee (acc) shall be established. This committee, or their designated architect will review all proposed structures, site plans, building elevations, landscaping, and construction materials. The acc shall adhere to these design guidelines and the overall provisions of the PDP and subsequent development plans, which shall also be utilized by the City of Lakeland in the permit issuance process.

2. Setbacks are indicated in this outline plan. The acc or their designated architect reserves the right to absolute control of the precise site and location of any structure upon all parcels in accordance with The City of Lakeland design guidelines.

3. Home styles for this development shall stay consistent with French and European architecture. Details vary but French and European inspired homes are distinguished by their distinctive hipped roofs and flared eaves. Some of the features in these homes include, but are not limited to, brick and stone facades, hipped and arched-top dormers, multipaned windows using either square grids or diamond patterns, wood shutters, Iron balconies or terraces, decorative half-timbering, round towers, arched doorways, and decorative copper accented elements such as flashing, roof top finials and cupolas. Architecturally consistent porches are encouraged on front facades.

4. Homes built in Equestria planned residential development shall be in general compliance as to form, style, and architecture, but may deviate as to size, footprint, or decorative detailing, so long as otherwise compliant with the design guidelines herein.

5. Garages shall be reviewed based on the location, design, and orientation to the home. Although rear-load and side-load garages are preferred, front-load garages may be permissible if screened by an architectural Porte-cochere with review and approval.

6. Windows and doors shall be true divided-light windows or simulated divided-light windows, and they shall be required on all front elevations. All doors visible from the street shall be stain-grade wood or approved equal.

7. Roofing materials shall be at least 25-year architectural shingles in an approved color. Colors may vary but must be reviewed and approved.

8. Shutters, when used, shall be sized to cover the respective opening. Shutters shall be wood or synthetic to simulate wood and be painted or stained.

9. HVAC units, utility meters, pool equipment, connection boxes, etc. Shall be placed in rear or side yards out of the view for a public way, street, or front of the home. HVAC units shall be screened from the public view, where necessary, with landscaping or approved fencing/wall.

10. Pool houses, gazebos, cabanas, detached garages, and any and all outbuildings and detached structures shall be permitted only with full review and approval. All outbuildings must be constructed of the same building materials and detailing as the primary residence. All plans must be reviewed and approved by the acc and necessary governing bodies as required for construction permitting. Temporary, prefabricated, or Modular outbuildings shall not be permitted. Pool houses, garages, and other accessory structures shall utilize a design that is subordinate to, complementary to, and integral with the house design.

11. Accessory structures are permitted in accordance with the City of Lakeland Zoning regulations.

12. Landscape plans must be reviewed and approved by the acc or their designated architect. All landscaping must be completed within two (2) weeks of the completion of the house.

13. Trees - as a conservation overlay subdivision, trees are the development's most important attribute, and much attention has been given to this important natural resource during the design of the development. The protection and long-term maintenance of these trees is imperative to the successful future and natural beauty of this community. care and serious consideration must be given before the removal of any Trees in this development. After the initial construction of each house, any tree removal by the lot owner must receive prior approval in writing by the acc. The acc shall consult with a certified arborist when rendering decisions regarding tree removal requests. In addition, any tree removal or maintenance must conform to the City of Lakeland's Tree Management Ordinance.

14. Fencing for this development is unique to its architecture and the location of specific lots in their proximity to common areas. No fence shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. All fences shall be constructed of cedar wood, masonry brick, a combination thereof, or ornamental iron. The fence on any lot facing a street must be either a 6-foot cedar capped wood fence or ornamental iron. Lots with rear yards adjacent to common areas must use ornamental iron fencing.

15. In-ground swimming pools are permissible with review and approval by the acc. Construction of the pool must not disturb neighbors' yards or property owned and/or maintained by the HOA. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent. The use of property owned and/or maintained by the HOA for construction access is not permitted, unless the Applicant requests a review and is granted written permission. If approved, the applicant must sign a waiver of damage and post a construction deposit for repairs of damage to property owned and/or maintained by the HOA.

16. Duplicate elevations within direct sight-line view of any similar elevations shall not be allowed in the Equestria PD.

B. LANDSCAPING AND SCREENING

1. Subdivision landscaping shall comply with the Lakeland design guidelines for landscaping and other applicable city regulations and shall be presented for Lakeland DRC final approval. Landscaping requirements may be further refined with the FDP. New waiver requests shall not be introduced with a FDP, but shall require a Preliminary Development Plan (PDP) amendment.

C. STREET TREE STANDARDS

1. Street trees shall be planted on all public streets within the development.
2. Street tree locations and species selection shall be in conformance with the city of Lakeland landscaping and screening requirements and tree species selection list.
3. Street trees located within cos shall be installed by the developer.
4. The HOA shall maintain all street trees within cos.
5. Street trees located on residential lots shall be installed by the builder as indicated on the detailed street tree plan in the PDP set. Maintenance, removal, and replacement of said street trees shall be the Responsibility of the lot owner.
6. The HOA will monitor and enforce maintenance and replacement of street trees.
7. The following standards apply to street tree plantings.
 - A. Minimum distance on center 15 feet
 - B. Typical distance on center 35 feet
 - C. Maximum distance on center 40 feet
 - D. Maximum distance from back of curb 14 feet
 - E. Minimum distance from sidewalk 5 feet
 - F. Minimum distance from driveways 5 feet
 - G. Minimum street tree easement 9 feet

D. SITE LIGHTING

No public or private street lighting is proposed within the Equestria Planned Residential Development.

E. SIGNS

Subdivision entry signs may be located at the intersection of Lakeland Trace and Memphis Arlington Road. Subdivision identification signs shall be permitted at the intersections of Lakeland Trace and Sholeh Lane,

Sholeah Lane and Ramblewood Drive, as well as Lakeland Trace and Ramblewood Drive. Subdivision entry signs shall have a minimum 10-foot setback, shall comply with the Lakeland sign regulations, and shall be presented for Lakeland DRC final approval. Masonry walls associated with entry features shall not exceed six (6) feet in height. Architectural/decorative elements associated with the entry feature shall not exceed eight (8) feet. The materials for the sign, base, wall, or other elements shall be constructed of any of the following elements: natural stone, stone veneer, brick masonry, and wood. A generalized location sketch for each sign is provided in the PDP set. A conceptual elevation is provided herein. Sign locations and designs may be further refined with the FDP. New waiver requests shall not be introduced with an FDP but shall require a PDP amendment.

F. FENCES AND WALLS

Subdivision fences and walls may be located throughout the Equestria Planned Residential Development. These fences and walls shall comply with the Lakeland design guidelines for fences and walls (title 14, chapter 7, fences and walls), and shall be presented for Lakeland DRC final approval. Masonry walls shall not at any point exceed six (6) feet in height. Privacy fences shall not at any point exceed six (6) feet in height. Masonry walls shall be constructed of any of the following elements: natural stone, stone veneer, and brick masonry with wood architectural elements. Privacy fences shall be constructed of cedar wood, masonry brick, a combination thereof, or ornamental iron. The fence on any lot facing a street must be either a 6-foot cedar capped wood or ornamental iron. A generalized location sketch and generalized rendering of each type of fence will be provided with the FDP. Fence and wall locations and designs may be further refined with the FDP. New waiver requests shall not be introduced with an FDP but shall require a PDP amendment.

G. IRRIGATION

A fully automated irrigation system shall be installed for all landscaped areas. This irrigation system shall comply with the Lakeland design guidelines for irrigation plans (title 14, chapter 9, Landscaping and Screening) and shall be presented for Lakeland DRC final approval.

IV. Roads, Access, Circulation and Design

A. Relationship to Major Road Plan

1. Equestria Planned Residential Development provides connectivity as proposed with the Major Roads Plan by extending Lakeland Trace from Maplewalk Drive to Memphis-Arlington Road. East-west connectivity is proposed with the continuation of Ramblewood Drive, from The Grove at Lakeland to the east property line of Equestria.
2. Memphis-Arlington Road shall be dedicated 34 feet from centerline to provide for one half of a 68-foot public Right-Of-Way (ROW) directly adjacent to development frontage with payment in lieu of improvements.

B. Access and Signalization

1. Major access will be provided via Lakeland Trace from Memphis Arlington Road and Maple Walk Drive. No signals will be necessary with the development of this subdivision.
2. Minor or local access will be provided via a Ramblewood Drive extension from the Grove at Lakeland P.D. and Bridle Grove.
3. Design of access points will be in accordance with the City of Lakeland Design Standards and approval of the City Engineer.

C. Public Road Standards

1. All internal streets shall be public and designated in accordance with the City of Lakeland Design Standards and subject to approval by the Lakeland City Engineer. See typical section for each R.O.W. type (note: utility easement is outside of right-of-way)

D. Connectivity

1. Lakeland Trace shall be extended from The Grove at Lakeland. P.D. north to Memphis-Arlington. Lakeland Trace shall be constructed from Memphis-Arlington to Ramblewood Drive during the initial phase of development.
2. A cul-de-sac will be installed at the terminus of existing Ramblewood Drive. Access east to west from the Oakwood Grove Subdivision will be provided on Fetlock Drive.
3. Internal circulation shall be provided between phases, sections, and/or lots depending upon the required vehicle pattern.

E. ROW and Vehicular Lane Widths

- a. **54' ROW** - Garnizon Cove, Garnizon Drive, Pommel Cove, Zeeba Drive,
- b. Bridle Grove, Ramblewood Drive, Sholeah Lane, and Nefison Drive
- c. **66' ROW** - Lakeland Trace

F. Pedestrian Access

1. Sidewalks are required in accordance with the City of Lakeland Subdivision Regulations.
2. A 10-foot wide asphalt public trail shall be constructed within the Conservation Easement located within the Memphis-Arlington Scenic Corridor. The design,

construction, and maintenance shall be the responsibility of the developer and HOA.

3. A trail system shall be provided connecting to trails in adjacent neighborhoods and common open space in accordance with the Land Development Regulations.

G. Traffic Calming

1. A traffic circle will be installed at the intersection of Lakeland Trace and Maple Walk Drive.

V. Water, Sewer, and Drainage

- a. The proposed method of sewage disposal for this development will connect to an existing 10" sanitary sewer line beneath Maple Walk Drive.
- b. All sewers within the Equestria Planned Development shall be tied to the proposed public sewer. Existing private septic sewer systems and associated leach fields shall be demolished in accordance with the Health Department requirements.
- c. The proposed water line within the development will be connected to an existing water line in Memphis-Arlington Road, an existing water line beneath
 - a. Ramblewood Drive, an existing water line beneath Memphis-Arlington Road, and
 - b. an existing water line beneath Maple Walk Drive.
- d. The existing private water supply well, located within the Equestria Planned
 - a. Development, shall remain in place for possible use as the water source for
 - b. required irrigation.
- e. Drainage improvements, including on-site detention, shall be provided in
 - a. accordance with the City of Lakeland Stormwater Management Handbook and
 - b. subject to the review and approval of the City Engineer.
- f. Stormwater run-off shall utilize, to the extent possible, the natural drainage
 - a. patterns of the site. Where stormwater is directed into areas of COS and/or steps shall be taken to decrease velocities and detrimental effects to the natural
 - b. features. Methods shall be provided with the SDDP subject to the review and
 - c. approval of the City Engineer.
- g. See the Grading and Drainage Plan in the SDDP plan set for general location drainage structures. Detention calculations are provided in the SDDP documents
 - a. book.
- h. See Utilities Plan in the SDDP plan set for general location of sewer lines and
 - a. manholes.
- i. All electric shall be underground.
- j. All Grading, Drainage, and Sewer plans to be submitted and approved by the Engineer.
- k. The following note shall be placed on the final plat of any development requiring on-site stormwater detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in the public drainage easement, shall be owned and maintained by the Homeowners Association. such maintenance shall be performed so as to ensure that they operate in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to: removing sedimentation, fallen objects, debris, and trash; mowing; outlet cleaning; and repairing drainage structures.

VI. Protection of Natural Features

A. The existing natural resources on site include large areas of young, intermediate, and mature hardwood trees along with open fields. An existing pond will be preserved as a natural feature included in COS B. Tree protection fencing shall be installed prior to the commencement of construction activities. The natural features of the property have been incorporated into the design of the project with the use of conservation easements, common open spaces, and limited grading on lots. High value hardwood stands, and steep slopes are protected and remain intact in several locations by minimizing disturbance and incorporating them into open space areas. The result will be retention of habitat corridors, vegetative filters, retention of large woodland tracts, increased recreational opportunities, and a significant contribution to the green infrastructure for the City of Lakeland.

B. Stream Drainage Basin Calculations: See Condition IX. B

1. The Drainage Basin area leaving the site flowing north is less than 32 Ac.

C. Streamside Management Buffers: See Condition IX. B

D. Tree Density Calculations are provided on Sheet 38 in the SDDP Set.

E. Soils and Slope Analysis

The site is located in the Grenada-Memphis-Loring Association, which has gently sloping to strongly sloping, moderately well-drained, and well-drained silty soils on uplands. The site contains the following soil mapping units:

2% Calloway Silt Loam, nearly level to 1% slopes

5% Falaya Silt loam, nearly level to 2% slopes

40% Grenada silt loam, varies from 2-12% slopes

4% Grenada complex, varies from 5-12% slopes

4% Loring silt loam, varies from 5-12% slopes

45% Memphis silt loam, varies from 2-30

Existing Slope Ranges Percentage of Site

0% - 4.99% 25.4%

5% - 9.99% 33.4%

10% - 14.99% 24.9%

15% - 19.99% 10.7%

20% - 24.99% 3.5%

25% + 2.0%

F. Any specimen trees, wherein construction impact encroaches on more than 25% Critical Root Zone, shall be treated, with final approval by the Natural Resources by one of the following methods:

1. Removal and replacement according to the density tables in the Lakeland Management Ordinance.

2. Treatment by a Certified Arborist for construction impact mitigation with techniques such as root stimulator, growth regulator, root pruning, vertical mulching, etc.

3. Adjusting the grading plan to remove the construction impact from the Root Zone.

G. No development activities will be allowed between the "Limits of Grading" and side lot lines as designated on the Grading and Drainage Plan without permission

from the City of Lakeland. Development activities include grading, infrastructure, accessory buildings, and fencing.

H. Each builder must generate and provide a disturbance plan to be approved by the City of Lakeland before construction. Said lot disturbance plan shall include, at a minimum: lines and dimensions, building layout, driveway layout, limits of grading, tree protection practices, and existing trees to be removed and saved. Each building permit application shall be in accordance with the City of Lakeland Tree Management Ordinance.

I. Tree Protection

1. Tree removal during initial infrastructure improvements - tree protection measures will be in place in accordance with the approved tree management plan before any clearing, land disturbance, or construction activity begins will remain in place until all improvements are complete.
2. Tree removal during home construction - Each builder shall submit a lot disturbance plan to be approved by the City of Lakeland before house construction and conform to the requirements of the City of Lakeland Tree Management Ordinance.
3. Tree Removal on Owner-Occupied Lots -After initial construction of each house, any tree removal by the Lot owner must receive prior approval in writing by the Architectural Control Committee. The ACC shall consult with an International Society of Arboriculture (ISA) Certified Arborist when rendering decisions regarding tree removal requests. In addition, any tree removal or maintenance must conform to the City of Lakeland's Tree Management Ordinance.

VII. Expiration/Termination of the Outline Plan

A. In the event that approval of the first Final Development Plan (FDP) is not obtained for planned development within three (3) years of the approval of the Outline Plan by the Lakeland Board of Commissioners, the Outline Plan shall be deemed to have expired.

B. In the event that any portions of the Planned Development (PD) have not obtained FDP Approval after six (6) years from the date of the Board of Commissioners approval of the Outline Plan, the Outline Plan shall be deemed to have expired for those remaining portions of the PD.

C. Extension of completion period - Upon the request of the applicant and review recommendation of the Planning Commission, the Board of Commissioners may for a reasonable time, not to exceed one (1) year, the expiration date of the PD.

D. Notice of revocation - If an Outline Plan expires under the provisions of this Article, and the PD terminated, such designation shall be removed from the Official Zoning Map. The zoning regulations applicable before the development was approved shall then be in effect.

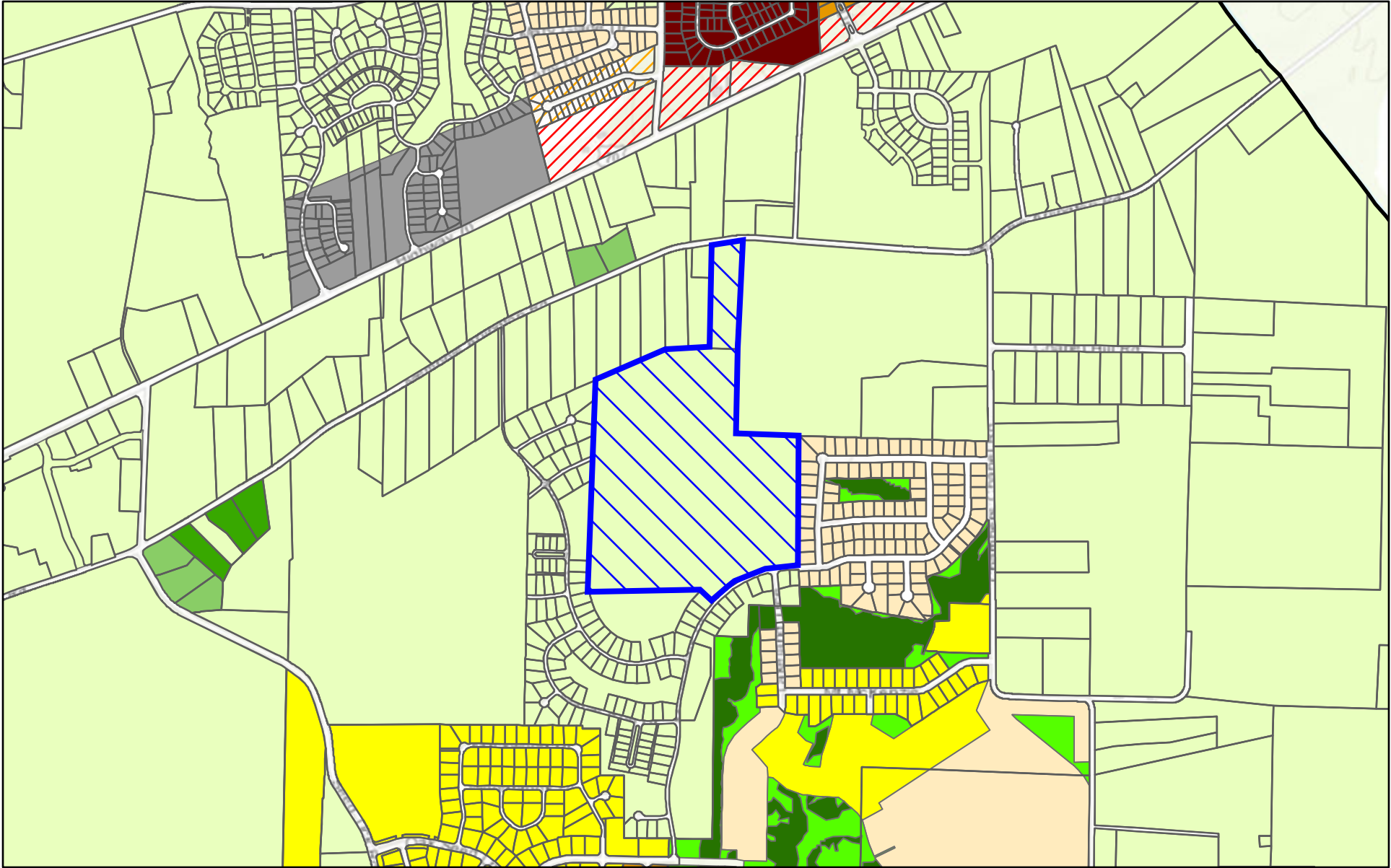
E. Amendments - Administrative minor revisions to plat documents are permitted in accordance with the subdivision regulations. Any other types of amendment to the Outline Plan or PDP/FDP shall approved by the Municipal Planning Commission (MPC) and Board of Commissioners through public meetings, with such meetings to require publication and mailing notice at least fifteen (15) days before the meeting(s).

VIII. Preliminary/Final Development Plan Deliverable Items

A Preliminary Development Plan (PDP) or Final Development Plan (FDP) shall be submitted to provide certain detailed documents not provided with the Outline Plan including:

1. Preliminary plat document for entire subdivision with first phase PDP or FDP
2. Tree Survey as required, including tree density calculations
3. Detailed street tree plan, including irrigation schematic
4. Covenants and Restrictions
5. With the first PDP, detailed grading plan that demonstrates why this level of grading is required to develop the site and shall minimize grading where possible throughout the site. Including but not limited to, considering preparing lots for non-slab-on-grade construction and incorporating other methods as needed.
6. Detailed drainage plan
7. Detailed design for sewer improvements
8. Materials lists for all building types
9. Design standards for residential structures
10. Maintenance, Management, and Funding Plan for all common elements
11. Streamside Management Buffer Plan
12. Detailed information on existing and proposed utilities, including the proposed upgrade to the existing overhead electric lines that run along Memphis-Arlington Road, and how this upgrade will minimize impact to the scenic corridor. Electric lines shall be buried if MLGW agreement is obtainable.

Equestria PD Outline Plan Zoning Map



- City Boundary

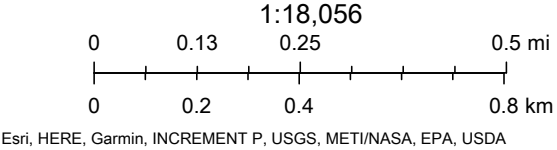
Parcel
- Zoning District

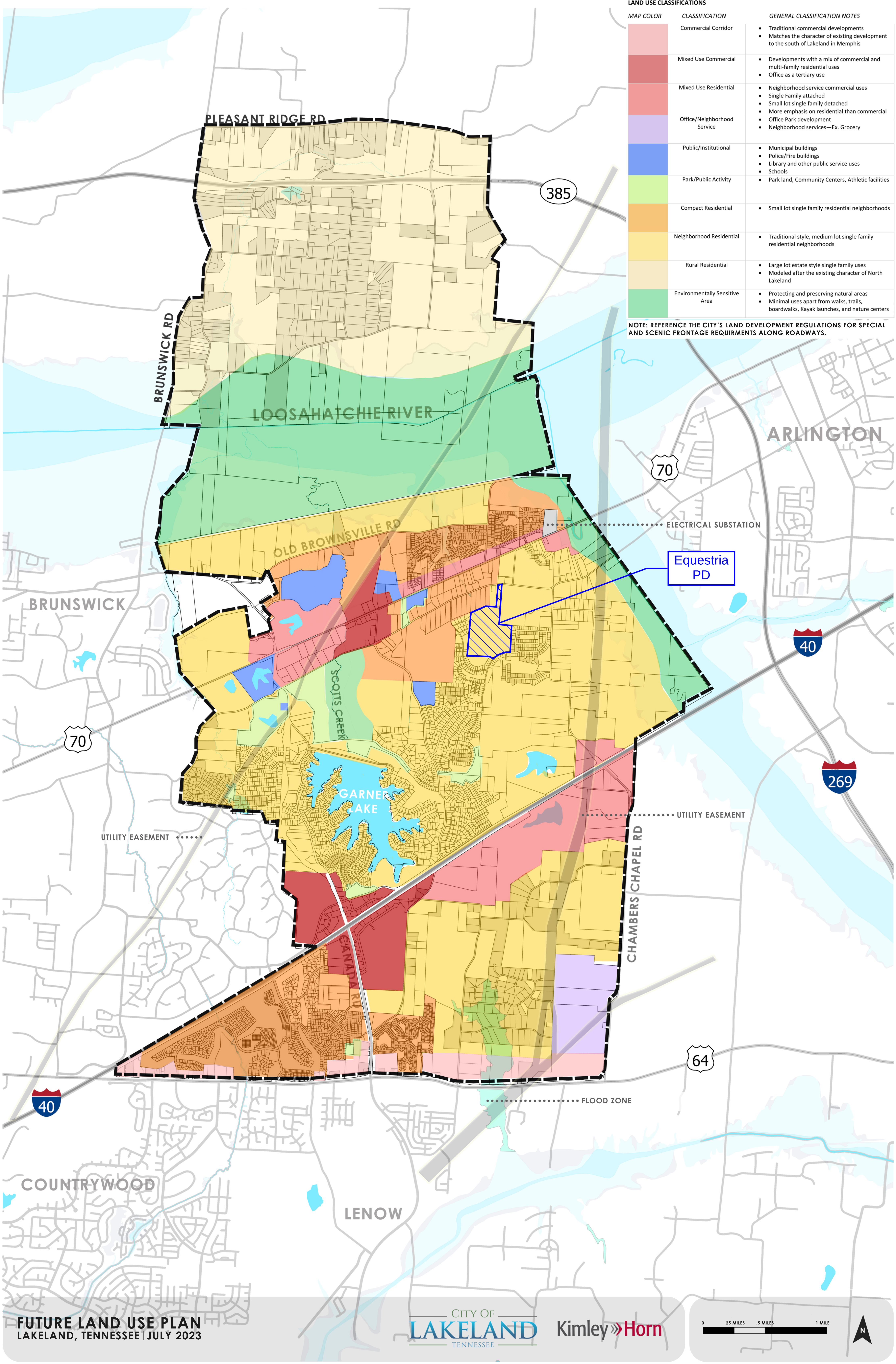
AG: Agriculture

C-1: Neighborhood Business
- R-1: Low Density Residential

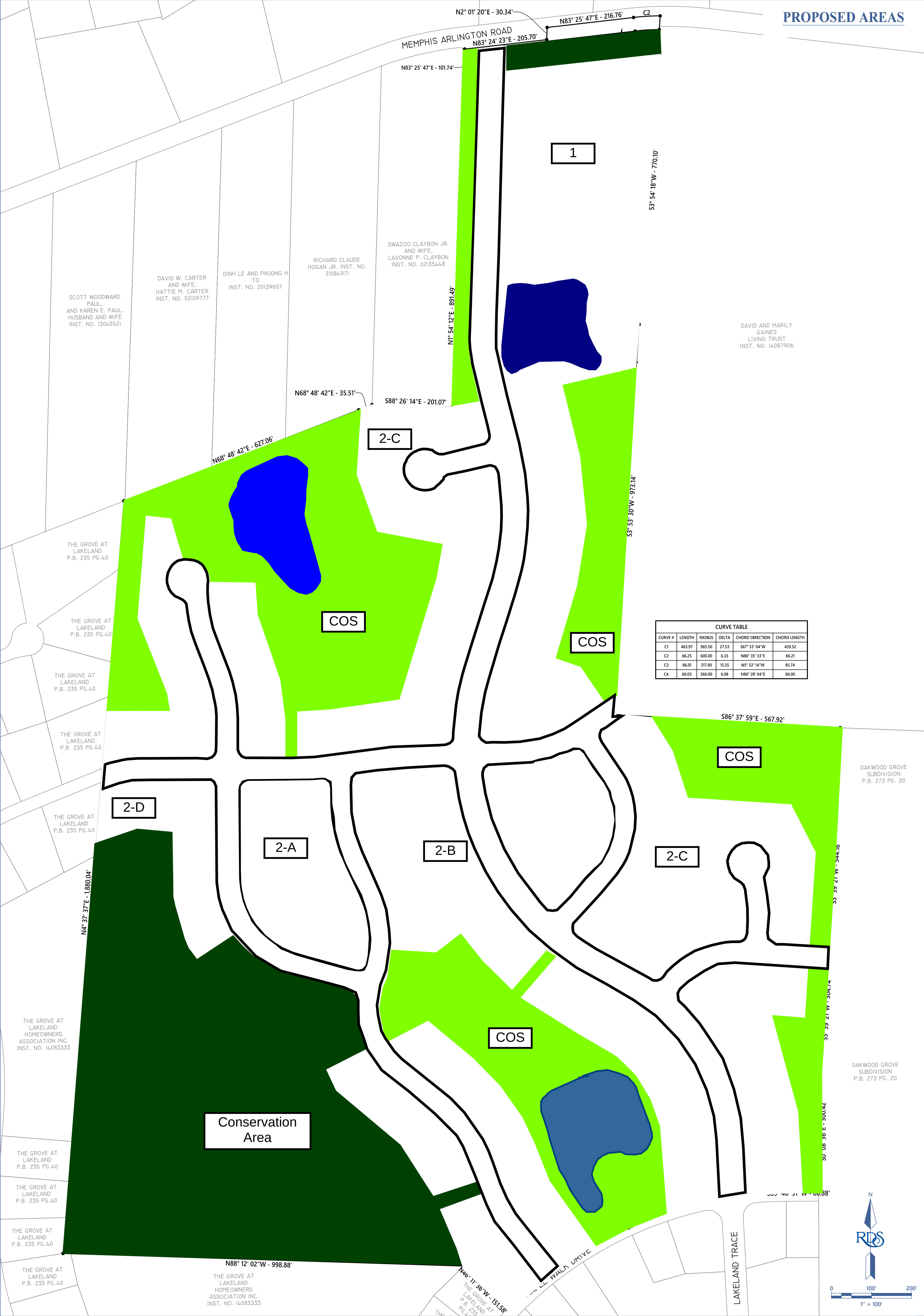
R-1 (PRD): Planned Low Density Residential

R-2: Medium Density Residential

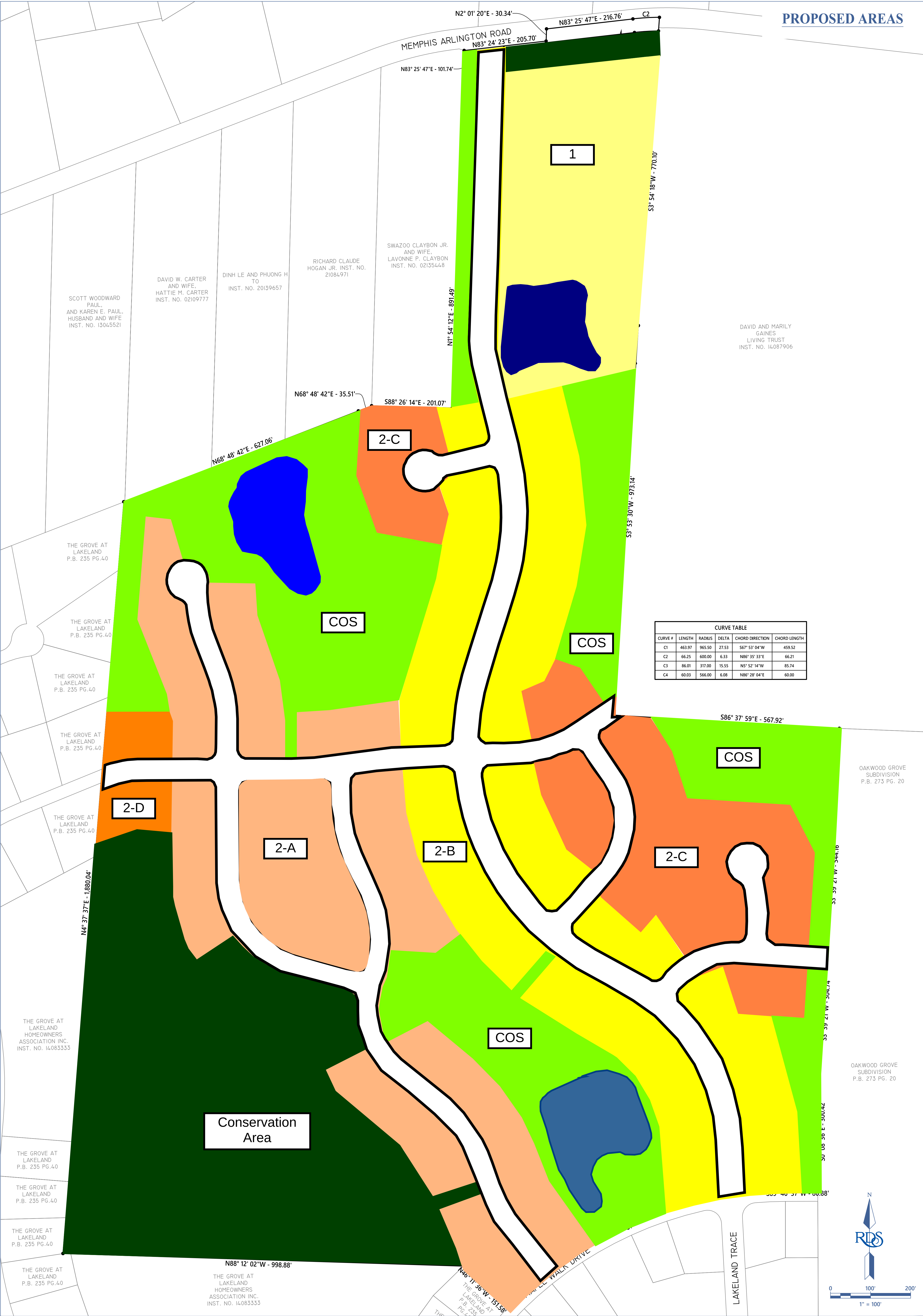




PROPOSED AREAS



PROPOSED AREAS



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	463.97	965.50	27.53	S67° 53' 04"W	459.52
C2	66.25	600.00	6.33	N86° 35' 33"E	66.21
C3	86.01	317.00	15.55	N5° 52' 14"W	85.74
C4	60.03	566.00	6.08	N86° 28' 04"E	60.00

NEIGHBORHOOD RESIDENTIAL

**DRAFT DOCUMENT
SUBJECT TO CHANGE**

DESCRIPTION

The proposed Compact Residential land uses are located south of the Loosahatchie River. The goal of this designation is to expand upon the existing, medium density residential neighborhoods found today.

INTENT

- Encourage additional medium density, single family residential homes in line with the character of existing Lakeland neighborhoods

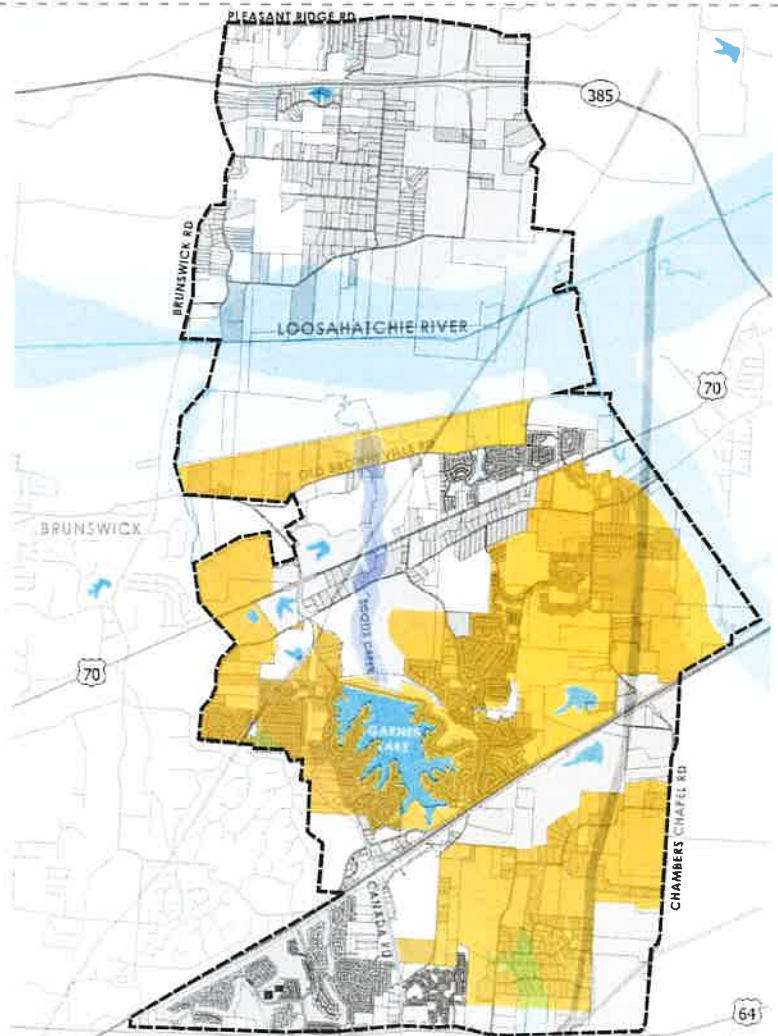
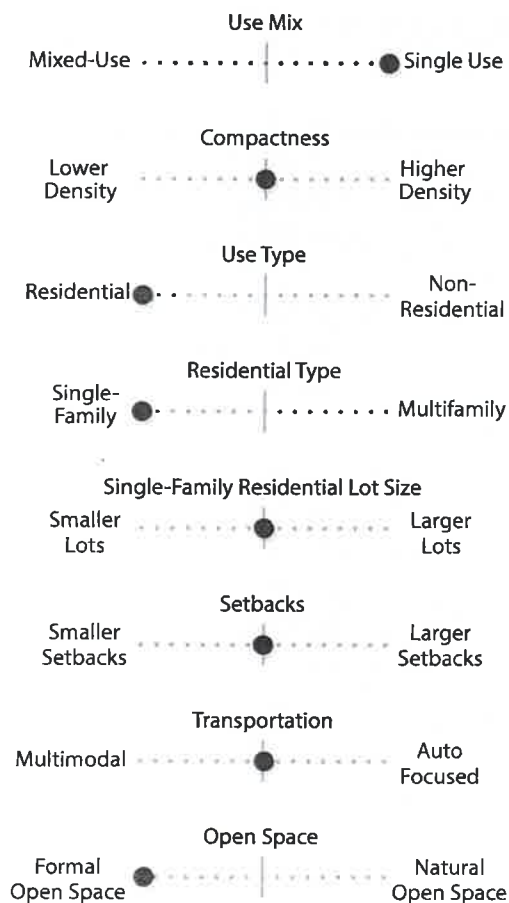
APPROPRIATE LAND USES

SINGLE-FAMILY MULTIFAMILY OFFICE COMMERCIAL INSTITUTIONAL LIGHT INDUSTRIAL

More Appropriate Uses

Less Appropriate Uses

CHARACTERISTICS



Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - authorizing the Mayor to sign a proclamation establishing Saturday, March 16, 2024, as the City of Lakeland's Arbor Day 2024.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve Resolution R-17-2024.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

For the past 17 consecutive years, the City of Lakeland has earned the designation of "Tree City USA" from the Arbor Day Foundation based upon the following criteria:

- Having an annual Arbor Day observance,
- Spending at least \$2.00 per capita on tree-related programs,
- Having a tree ordinance, and a tree advisory board, which is the Parks & Recreation/Natural Resources Board.

This designation says a lot about the quality of life, the importance of natural resources to a community, and the planning standards as they relate to conservation.

RESOLUTION R-17-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION ESTABLISHING
SATURDAY, MARCH 16, 2024, AS THE CITY OF LAKELAND'S ARBOR DAY 2024

WHEREAS, the City of Lakeland and the Board of Commissioners have celebrated Arbor Day for the last 24 years; and,

WHEREAS, trees can help reduce air pollution and carbon dioxide from the air, create habitats for animals, purify ground water, produce oxygen, and reduce erosion of our topsoil by wind and water; and,

WHEREAS, the City of Lakeland has been named Tree City USA for 17 consecutive years through the Arbor Day Foundation; and,

WHEREAS, Saturday, March 16, 2024, is also Tennessee Tree day:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to sign a Proclamation naming March 16, 2024, as the City of Lakeland, Tennessee's Arbor Day 2024.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 15TH day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim March 16, 2024 as **ARBOR DAY** In the City of Lakeland, Tennessee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 15th day of February, 2024

Mayor _____

RESOLUTION R-20-2024

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT FOR THE USE AND MAINTENANCE OF CITY OF LAKE LAND REAL PROPERTY AT 0 HUFF N PUFF ROAD, PARCEL ID L0159 00410, BY THEREFUGE CHURCH

WHEREAS, on April 20, 2023, Resolution R-60-2023 authorized the City Manager to negotiate with Quantum Hotels, L.L.C. ("Quantum") for the purchase of a parcel of property ("Subject Property") located at 0 Huff N Puff, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00410; and,

WHEREAS, on July 17, 2023, Resolution R-100-2023 approved the purchase of the Subject Property; and,

WHEREAS, the City of Lakeland continues to incur operating expenditures related to site access and security; and,

WHEREAS, the Refuge Church has expressed interest in utilizing the Subject Property for overflow parking during Sunday services in exchange for maintaining the property:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to negotiate an agreement with the Refuge Church for the use of City property located at 0 Huff N Puff, Lakeland, Tennessee 38002, identified as Parcel ID L 0159 00410, in exchange for maintenance of the lot.

BE IT FURTHER RESOLVED that any resulting agreement be reviewed by the City Attorney and subject to final approval by the Board of Commissioners of the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, February 15, 2024

Subject: **Resolution** - approving the Memphis Light Gas and Water Work Order WO1292732 to provide utilities to the Lakeland Athletic Complex for Phase 1 field lighting.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-22-2024.

BUDGET IMPACT

Funds for the Lakeland Athletic Complex Phase I lighting project were appropriated in the Fiscal Year 2024 original budget.

DISCUSSION

This work will allow MLGW to provide power supply from Canada Road to the Lakeland Athletic Complex along the already cleared route. MLGW will install the poles and then run a single phase service for the Phase I lighting project.

RESOLUTION R-22-2024

APPROVING THE MEMPHIS LIGHT GAS AND WATER WORK ORDER WO1292732
TO PROVIDE UTILITIES TO THE LAKELAND ATHLETIC COMPLEX FOR PHASE 1
FIELD LIGHTING

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to install sports field lighting for the Lakeland Athletic Complex Phase I multi-purpose fields; and,

WHEREAS, Memphis Light Gas and Water will provide single phase utility service to the Lakeland Athletic Complex Phase I as outlined in Work Order WO1292732; and,

WHEREAS, funding for this construction cost is appropriated in the Fiscal Year 2024 Annual Budget for the Lakeland Athletic Complex Phase I Field Lighting Project Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to approve the Memphis Light Gas and Water Work Order WO1292732 to supply the Lakeland Athletic Complex Phase I with utility service.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 15TH day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



MLGW MEMPHIS LIGHT, GAS AND WATER DIVISION

PO BOX 430 MEMPHIS, TENNESSEE 38101-0430

02/08/2024

CITY OF LAKELAND
10001 HIGHWAY 70
LAKELAND TN 38002-8068

RE: 9661 MEMPHIS ARLINGTON RD

WO#: WO1292732 ELEC - GENERAL POWER SERVICE

Dear Customer:

We have completed the design for the work you requested based upon the information provided by you and/or your contractors. The estimated cost of this work is \$21,568.31, provided payment is received and processed by MLGW within ninety (90) days from the date of this letter. The estimated cost may include **City of Memphis** Permit and Diminution fees for street repairs for associated excavations*. If you request any revisions, a new design and cost estimate will be required. While MLGW is able to provide initial cost estimates, some delays associated with your request may be unavoidable due to shortages of materials needed to complete your project. These delays cannot be prevented by MLGW, but we apologize for any inconvenience caused.

Unless stated otherwise in this letter, this cost does not include:

- The cost to perform any work outside MLGW's normal working hours.
- Costs from other utilities that may be involved with your project. Please contact these companies directly.
- The cost of any environmental remediation or any special precautions that we may need to take due to site conditions not identified at this time. Associated site issues are the customer's physical and financial responsibility and must be remedied prior to MLGW's construction.

MLGW must receive full payment before construction will be scheduled. You may return your check or money order in the enclosed return envelope or send your payment to MLGW Builder Services Center, 1665 Whitten Rd, Memphis, TN 38134. **The Builder Services Center is open Monday-Friday from 7:00 a.m. until 3:30 p.m. To ensure the proper processing of your payment, please include the above Work Order Number ("WO#") on your check.**

Please do not include payment for these construction costs with any utility bill payments. This will result in delays in properly crediting your account. Also, MLGW cannot accept cash payments for this work.

Any payment submitted on behalf of this quote shall be considered by MLGW as acceptance of the terms of this quote and MLGW to access the referenced premise(s) for the purpose of planning and/or performing this utility work. Following construction, MLGW must receive inspection clearance notification from the appropriate Construction Code Enforcement agency before turning on electric or gas meters.

Some work requires additional agreements or contracts. If so, all copies of each document enclosed with this letter must be signed by your Authorized Representative and returned to MLGW. Please make no changes to any of the enclosed documents without our prior permission.

We appreciate your business and look forward to serving you. If you need any additional information, please call me at

Sincerely,
Giammarco, Brian Andrew
MEMPHIS LIGHT, GAS, AND WATER DIVISION
Customer Engineering Department

*For additional information on the New Street Repair Fees Imposed by The City of Memphis, call 211 or click on the following link.
https://library.municode.com/TN/Memphis/codes/Code_of_Ordinances?nodeId=TIT12STSIPUPL_CH12-8STCU



MEMPHIS LIGHT, GAS AND WATER DIVISION
P.O. BOX 430 Memphis, Tennessee 38101-9969

ACCESS AGREEMENT

02/08/2024

CITY OF LAKELAND
10001 HIGHWAY 70
LAKELAND TN 38002-8068

WR#: **WO1292732 ELEC - GENERAL POWER SERVICE**

The undersigned hereby authorizes Memphis, Light, Gas, and Water Division to install either electric, natural gas, water services, or combination thereof, on their property described below:

9661 MEMPHIS ARLINGTON RD

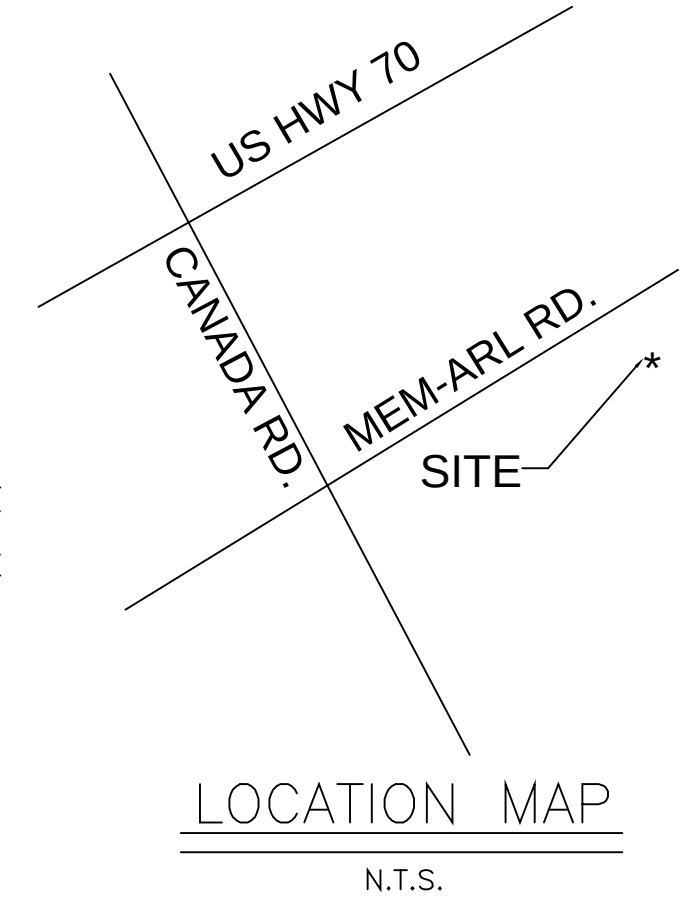
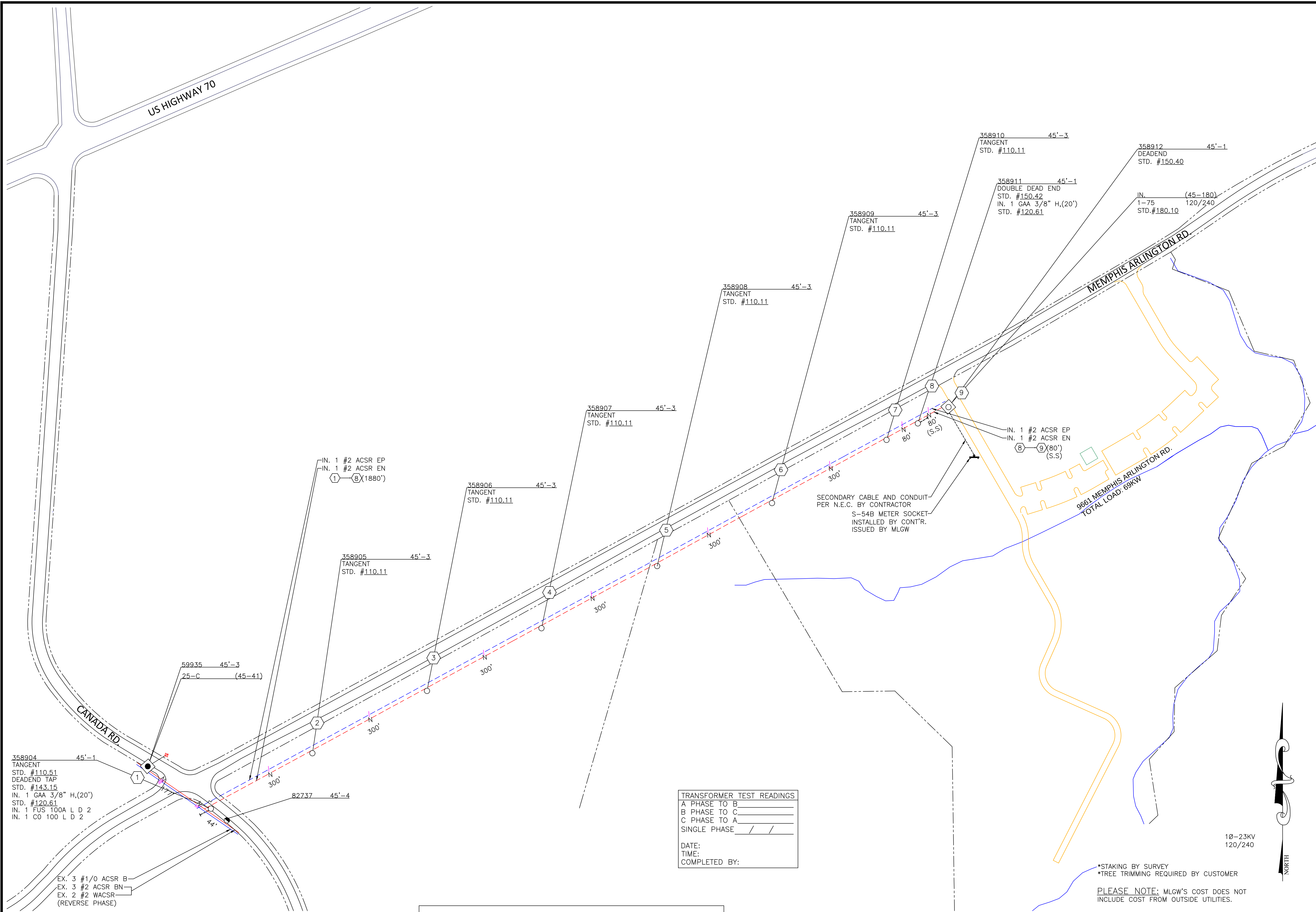
without liability to the Division for damages due to necessary excavations adjacent to, over or under, customer's plants, trees, shrubs, grass, paving, landscaping, and underground private facilities such as fuel lines, electric, water, irrigation, sewer, septic lines, or drains, etc., It shall be the property owner's responsibility to mark the location of, or expose, any private underground facilities that may interfere with the Division's proposed installation.

SPECIAL INSTRUCTIONS OF PROPERTY OWNER LISTED BELOW

PROPERTY OWNER/AGENT

Giammarco, Brian Andrew

MEMPHIS LIGHT, GAS AND WATER DIVISION



CUSTOMER/CONTRACTOR INFORMATION			
NAME: PATRICK O'MARA			
COMPANY: TOWN OF LAKELAND			
ADDRESS:			
CITY/STATE: ZIP:			
TELEPHONE: 901-867-2717			
MLGW INFORMATION/COORDINATION			
ENGINEERING: B. GIAMMARCO		TEL. NO. 729-8645	
CONSTRUCTION: D. McLEMORE		TEL. NO. 320-1737	
RELEVANT MLGW CONSTRUCTION STANDARDS			
FACILITY PLACEMENT			
DEPTH OF FACILITIES BURIAL			
72 HOURS BEFORE YOU DIG CALL TYPONE CALL 1-800-331-1111			
TREE TRIMMING			
CUSTOMER TO TRIM TREES			
CUT		TRIM	
MEDIUM		MEDIUM	
SMALL		SMALL	
LARGE		LARGE	
NOTES			
TRANSFER SETBACK FROM PROPERTY LINE.			
NUMBER OF HANDHOLES PULLING VALUITS			
BUILDING LINE SETBACK-MINIMUM TO (LBS.)			
WORST PULL FROM TO (LBS.)			
EXISTING KVA		ADDED KVA	
TOTAL KVA		TRANSFORMERS	
MLGW CHECKED FOR UNDERGROUND INTERFERENCE			
RECORD		FIELD	
BY: B. GIAMMARCO			
DATE: 8/31/23		NUMBER OF FEET	
PERMIT COST		STREET CUT PERMITS REQUIRED	
		YES NO	
ROUTING INFORMATION			
TELEPHONE COMPANY		UTILITY COORDINATING ENGINEER	
AT&T		CUSTOMER ENGINEERING	
MILLINGTON		PLANNING & SYSTEMS ENGR	
INVOLVED		GAS ENGINEERING	
FOR BILLING		WATER ENGINEERING	
CATV COMPANY		RESIDENTIAL ENGINEERING	
COMCAST		ELECTRIC DIST. ENGINEERING	
MILLINGTON		RELIABILITY & POWER QUALITY ENGR	
COMMUNICATIONS COMPANIES		STREET LIGHT ENGINEERING	
NEXT LINK		UG TRANS & NETWORK ENGR	
MCI		ELECTRIC OPERATIONS	
POWER TEST		POWER TRANSFORMER	
SURVEY		DISTRIBUTION SUPPORT	
STAKING REQUIRED		FORESTRY	
CONST STAKING ONLY		GAS OPERATIONS	
RIGHT OF WAY		CORROSION CONTROL	
EASEMENTS REQUIRED		GAS FITTERS	
TREE TRIMMING PERMITS		COMMERCIAL & INDUSTRIAL GAS	
SERVICE DISPATCHING		LAND AND MAPPING	
ELECTRIC METER AREA			
FIRE DEPARTMENT			
SURVEY INFORMATION			
SURVEY BY: DATE		BOOK	
COORDINATES N. E. LL		PAGE	
PLAT NO.		PAGE	
REMARKS:			
SERVICE CENTERS			
BO HHC SC NC SUPC			
MEMPHIS LIGHT, GAS AND WATER DIVISION			
ELECTRICAL DISTRIBUTION SYSTEM			
CUSTOMER ENGINEERING			
TITLE/ADDRESS			
9661 MEMPHIS ARLINGTON RD.			
W.R. NO. W01292732			
JOB TYPE: ELEC- GEN POWER			
LOTS SHEET 1 OF 1			
DRAWN BY B. GIAMMARCO SCALE 1"=100'			
DESIGNED BY B. GIAMMARCO DATE 1/25/2024			
CHECKED BY J. FATHI			
APPROVED BY Thomas J. Causey		TOWNCODE LL	
ADDITIONAL COPIES TO:			
REVISION			

TRANSFORMER TEST READINGS			
A PHASE TO B			
B PHASE TO C			
C PHASE TO A			
SINGLE PHASE	/	/	/
DATE:			
TIME:			
COMPLETED BY:			

CONTRACTOR NOTE: CONTRACTOR TO PROVIDE ALL NECESSARY CABLE, CONDUIT AND HARDWARE (EQUIPMENT) TO MAKE UP CUSTOMER'S SECONDARY RISER. CONDUIT TO BE SUFFICIENT LENGTH TO REACH 18" BELOW EXISTING MLGW'S SECONDARY. MLGW TO ATTACH RISER TO POLE AND MAKE ALL CONNECTIONS. MLGW IS NOT RESPONSIBLE FOR ANY DAMAGES TO CONTRACTOR'S EQUIPMENT WITH INSTALLATION OF NEW POLE.

CONSTRUCTION COMPLETED								CIRCUIT NO. 68307
DATE	FIELD CHANGES							SECTION 45 BLOCK 25
	☐ YES							
SUPERVISOR	☐ NO	REV.	BY	DATE	DESCRIPTION/REASON	DATE CHK'D	APP'D	MAP NO. 303-L



Board of Commissioners

Meeting Cycle: Thursday, February 15, 2024

Subject: **Discussion and Possible Action** - regarding potential improvements to allowable vendors at City events. *Sponsored by Vice-Mayor Wright*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

Meeting Cycle: Thursday, February 15, 2024

Subject: **Discussion and Resolution** - Board of Commissioners priorities for the fiscal year 2025 annual budget, and approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners discuss the current strategic goals and, should revisions be deemed necessary, amend and adopt Resolution R-21-2024.

BUDGET IMPACT

The strategic goals adopted by the Board of Commissioners serve as the priorities for the preparation of the Fiscal Year 2025 Annual Budget, as well as the long-term financial plans and capital improvement plans included therein.

DISCUSSION

In discussing the Board of Commissioners' strategic goals, two potential outcomes may occur:

1. The BOC determines that the goals enumerated in Resolution R-24-2023 remain in effect and unchanged.
2. Modifications, additions, or removal of specific goals are warranted.

With Option 1 - no formal action by the BOC is needed, as Resolution R-24-2023 would remain in effect.

With Option 2 - a resolution template is provided in the form of Resolution R-21-2024, which would require a proper amendment to enumerate the strategic goals the BOC establishes through discussion relative to this item. The amended Resolution R-21-2024 would then be recommended for proper vote and approval.

If Option 1 is desired, or if Option 2 fails to receive approval by majority vote, Resolution R-24-2023 would remain in effect.

RESOLUTION R-21-2024

APPROVING THE STRATEGIC GOALS OF THE BOARD OF COMMISSIONERS OF
THE CITY OF LAKELAND, TENNESSEE

WHEREAS, on February 9, 2023, Resolution R-24-2023 established the Board of Commissioners of the City of Lakeland, Tennessee's (the "BOC") official strategic goals guiding the planning and execution of the City's activities; and,

WHEREAS, on February 15, 2024, the BOC discussed revision of these strategic goals to serve as the priorities guiding City Staff activities and budget preparation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the official strategic goals guiding the planning and execution of the City's activities are as follows:

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 15th day of February 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-24-2023

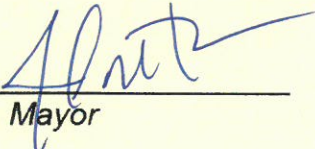
APPROVING THE STRATEGIC GOALS OF THE BOARD OF COMMISSIONERS
OF THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, desires to formally established strategic goals to serve as the priorities guiding City Staff activities and budget preparation priorities:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the official strategic goals guiding the planning and execution of the City's activities are as follows:

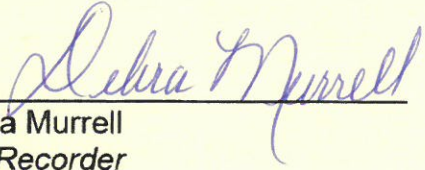
- *Public Safety:* Coordinate with public safety partners to determine and support facility needs, crime prevention awareness and communication, and increased presence within the City of Lakeland.
- *Economic Development:* Focus upon economic development within the Lakeland Gateway area (northern portion of Canada Road and Interstate 40 exchange) to enhance City of Lakeland amenities and tax base.
- *Parks and Recreation Improvements:* Create and expand parks and recreation facilities.
- *Enhance City Planning:* Update Lakeland's land development regulations (LDRs) and comprehensive plan, with a focus upon protecting and maintaining the character of the Highway 70 corridor.
- *Road Maintenance*

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.



Josh Roman, Mayor

ATTEST:



Debra Murrell
City Recorder