



Board of Commissioners
Regular Meeting Agenda
Thursday, March 7, 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:
- VI. TREASURER'S REPORT:
 - 1. Fiscal Year to Date Treasurer's Reports
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - 1. Sheriff's Report
 - a. February Lakeland Crime Report
 - 2. City Manager's Report
 - a. March 2024 City Manager's Report
 - 3. Commissioners' Reports
 - a. Industrial Development Board of the City of Lakeland, Tennessee - *Mayor Roman*
 - b. Lakeland Board of Education - *Vice-Mayor Wright*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:

1. **Approval of minutes from previous meeting** - February 15, 2024
2. **Resolution** - approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee.
3. **Resolution** - approving a contract with Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design for On-Call Architecture and Engineering Services.
4. **Resolution** - approving an agreement with Pavement Technology, Inc. for the FY24 Street Preservation Project.
5. **Resolution** - approving a contract with Midsouth Forestry Services for underbrush clearing on Parcel ID L0159 00573 and L0159 00574.
6. **Resolution** - appointing the Public Works Director to represent the City of Lakeland on the Shelby County Municipal Solid Waste Regional Board.
7. **Resolution** - approving the Second Renewal of the Inter-Governmental Agreement Between Lakeland and Shelby County Government Contract Number CA2400232 related to the Hazardous Household Waste Facility.
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.
9. **Resolution** - approving Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.
10. **Resolution** - approving the purchase of sports field lighting for the Lakeland Athletic Complex Phase I from Musco Sports Lighting through Sourcewell contract #041123-MSL.
11. **Resolution** - approving Change Order #1 for the FY24 Street Paving project.
12. **Resolution** - approving Amendment #5 to the contract with Fisher & Arnold, Inc for the design of the New Canada Road project.
13. **Resolution** - approving the use of City of Lakeland facilities in

partnership with the Lakeland Arts Council for a May 2024 event.
Sponsored by Vice-Mayor Wright

14. **Resolution** - authorizing the City Manager to coordinate with the Midsouth Veterans League and MVLI Foundation to arrange an appearance of The Vietnam Traveling Memorial Wall in the City of Lakeland. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

CITY OF
LAKE LAND
TENNESSEE

**January
Fiscal Year 2024
TREASURER'S
REPORT**

JANUARY GENERAL FUND

Fund Balance	Beginning Fund Balance	January Fund Balance
Nonspendable	2,256,000	0
Committed	368,555	1,089,879
Assigned	854,823	921,153
Unassigned	10,329,843	10,028,296
Total Fund Balance	13,809,221	12,039,328
Change In Fund Balance		(\$1,769,893)

General Fund



Revenue:

\$6,583,704



Expenditures of:

\$8,323,251



Other Financing Sources (Uses)

(\$30,346)



Change in Fund Balance

(\$1,769,893)

Key Highlights

Revenue YTD:

- Received Property Tax revenue of \$3,563,510.
- Local Tax revenue of \$1,306,067
- State Shared revenue of \$875,875
- Grant revenues of \$286,321 (New Canada Rd, CDBG, Transportation Plan Update)
- Interest earned of \$185,943 compared to \$63,949 this time last year.

Expenditure highlights YTD:

- \$4,839,863 in property acquisitions.
- \$267,173 in building improvements
- \$134,937 in Transportation Plan Update
- Functional expenses are in line with budget.

Change in fund balance highlights YTD:

- Added \$66,630 to Assigned (Parks-Athletic Complex)
- Added \$1,053,324 to Committed (Education)
- Slowly but surely adding back to Unassigned with a YTD change of (\$301,547)

JANUARY STATE STREET AID FUND

State Street Aid Fund



Revenue:

\$207,906



Expenditures of:

\$2,164,825



Net Excess or (Deficiency) of Revenues over expenditures

(\$1,956,919)



Fund Balance

\$158,636

Highlights YTD

- Received \$207,905
 - No grant monies received.
-
- \$1.655 million for Paving and \$256,255 for Street Maintenance & Repair efforts
-
- YTD change in fund balance is an overall decrease of \$1,956,919.

JANUARY STORM WATER FUND

Storm Fund End



Revenue:

\$106,817



Expenditures of:

\$45,301



Net Excess or (Deficiency) of Revenues over expenditures

\$61,516



Fund Balance

\$553,352

Highlights YTD

- Received \$106,817 in storm water fees
- Expenditures are personnel and administrative costs.
- \$9,430 in capital expenditures
- YTD Change in fund balance is an overall increase of \$61,516.

JANUARY SOLID WASTE FUND

Solid Waste Fund



Revenue:

\$689,962



Expenditures of:

\$1,027,848



Net Excess or (Deficiency) of Revenues over expenditures

(\$337,886)



Fund Balance

(\$271,897)

Highlights

- \$689,962 received in Solid Waste and bulk pick-up fees.
-
- \$924,964 of expenditures is related to contract services as follows:
 - \$419,486 is attributed to storm related expenditures.
 - \$505,477 attributed to routine services.
-
- YTD Change in fund balance is an overall decrease of \$337,886.

JANUARY SEWER FUND

Sewer Fund



Revenue:

\$1,121,021



Expenses of:

\$714,471



Operating Income (Loss)

\$406,550

Change in Net Position

\$363,470



Net Position

\$14,277,077

Highlights

- 100% of revenue is Sewer service fees and charges. Plan and estimates for the Sewer Fund revenue included anticipated earlier implementation of sewer rates increase, which were not effective until December 2023.
 - Interest income of \$5,288
-
- Operating expenses consist of personnel and administrative costs which are all in line with budget.
 - Interest and agent fee expense (\$48,368)
-
- Capital Outlays
 - Expenses related to Clear Creek project.

FISCAL YEAR-TO-DATE RESULTS



CITY OF LAKE LAND, TN

Profile Summary

Profile as Of 01/31/2024

Series	Dated Date	Original Par	Outstanding Par
BEVERLE RIVERA ROADWAY EXTENSION		1,490,396.84	1,202,218.84
2011	07/20/2019	1,490,396.84	1,202,218.84
LSS HIGH SCHOOL CONSTRUCTION		45,205,500.00	44,534,801.00
2022 R1	06/22/2022	9,900,000.00	9,753,117.00
2022 R2	06/22/2022	9,800,000.00	9,654,601.00
2022 R3	06/22/2022	9,700,000.00	9,556,084.00
2022 R4	06/22/2022	7,903,000.00	7,785,746.00
2022 R5	06/22/2022	7,902,500.00	7,785,253.00
LSS MIDDLE SCHOOL CONSTRUCTION		14,794,500.00	14,063,727.00
2021 R1	01/27/2021	5,194,500.00	4,937,918.00
2021 R2	01/27/2021	9,600,000.00	9,125,809.00
LSS SETTLEMENT		332,443.00	112,105.00
2014	05/31/2014	332,443.00	112,105.00
PUBLIC WORKS PROJECTS (INCL TREAT		9,811,191.00	2,065,000.00
2005	11/01/2005	9,811,191.00	2,065,000.00
TOTAL		71,634,030.84	61,977,851.84

Audited Financial Statements: 06/30/2023

City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
January 31, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 12,258,244	\$ (22,688)	\$ 56,040	\$ 523,283	\$ (263,754)	\$ 12,551,125
Receivables						
Property taxes, net of allowance	5,870,994	-	-	-	-	5,870,994
Grants	-	-	-	-	-	-
Other	49,153	-	-	30,000	-	79,153
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	8,159	-	-	8,159
Prepaid items	19,609	-	-	-	-	19,609
Inventory	3,679	-	-	-	-	3,679
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 18,201,679</u>	<u>\$ (22,688)</u>	<u>\$ 64,199</u>	<u>\$ 553,283</u>	<u>\$ (263,754)</u>	<u>\$ 18,532,719</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 95,167	\$ -	\$ (94,437)	\$ (69)	\$ (16)	\$ 645
Deposits	163,879	-	-	-	-	163,879
Due to other funds	39,626	-	-	-	8,159	47,785
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>298,672</u>	<u>-</u>	<u>(94,437)</u>	<u>(69)</u>	<u>8,143</u>	<u>212,309</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,857,234	-	-	-	-	5,857,234
Grants	6,445	-	-	-	-	6,445
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>5,863,679</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,863,679</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	553,352	(271,897)	281,455
Committed	1,089,879	(22,688)	158,636	-	-	1,225,827
Assigned	921,153	-	-	-	-	921,153
Unassigned	10,028,296	-	-	-	-	10,028,296
Total fund balances	<u>12,039,328</u>	<u>(22,688)</u>	<u>158,636</u>	<u>553,352</u>	<u>(271,897)</u>	<u>12,456,731</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 18,201,679</u>	<u>\$ (22,688)</u>	<u>\$ 64,199</u>	<u>\$ 553,283</u>	<u>\$ (263,754)</u>	<u>\$ 18,532,719</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
January 31, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 3,562,511	\$ -	\$ -	\$ -	\$ -	\$ 3,562,511
Local taxes	1,306,068	-	-	-	-	1,306,068
Intergovernmental	875,876	-	207,906	-	-	1,083,782
Licenses and permits	122,300	-	-	-	-	122,300
Charges for services	86,807	-	-	106,817	689,962	883,586
Federal, state, and local grants	286,321	-	-	-	-	286,321
Interest income	185,943	-	-	-	-	185,943
Other	157,878	-	-	-	-	157,878
Total revenues	6,583,704	-	207,906	106,817	689,962	7,588,389
EXPENDITURES						
Current						
General government	1,443,327	-	-	-	-	1,443,327
Community development	525,404	-	-	-	-	525,404
Public works	388,340	-	2,158,610	35,871	1,027,848	3,610,669
Parks and recreation	606,957	-	-	-	-	606,957
Capital Outlay	5,359,223	-	6,215	9,430	-	5,374,868
Debt Service						
Principal	-	38,670	-	-	-	38,670
Interest and fiscal charges	-	14,418	-	-	-	14,418
Total expenditures	8,323,251	53,088	2,164,825	45,301	1,027,848	11,614,313
Excess of revenues over expenditures	(1,739,547)	(53,088)	(1,956,919)	61,516	(337,886)	(4,025,924)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	30,346	-	-	-	30,346
Transfers out	(30,346)	-	-	-	-	(30,346)
Total other financing sources (uses)	(30,346)	30,346	-	-	-	-
Net change in fund balances	(1,769,893)	(22,742)	(1,956,919)	61,516	(337,886)	(4,025,924)
Fund balances - beginning	13,809,221	54	2,115,555	491,836	65,989	16,482,655
Fund balances - ending	\$ 12,039,328	\$ (22,688)	\$ 158,636	\$ 553,352	\$ (271,897)	\$ 12,456,731

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
January 31, 2024

ASSETS

Current assets:

Cash and cash equivalents	\$ 510,256
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,720
Due from other governments	-
Total current assets	<u>511,976</u>

Capital assets:

Capital assets, not being depreciated	4,433,675
Capital assets, being depreciated - net	<u>13,874,547</u>
Total capital assets	18,308,222

Net pension asset

Total assets	<u>-</u>
	18,820,198

DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	29,711
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	50,951
Deposits	-
Current portion of notes payable	<u>661,000</u>
Total current liabilities	711,951

Noncurrent liabilities:

Net pension liability	20,643
Notes payable, net of current portion	<u>3,837,733</u>
Total liabilities	4,570,327

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>2,505</u>
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NET POSITION

Net investment in capital assets	13,809,489
Unrestricted	<u>467,588</u>
Total net position	<u>\$ 14,277,077</u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

January 31, 2024

	Prior YTD 01/31/23	Current YTD 01/31/24	Plan FY 2024
Operating revenues:			
Sewer service fee	\$ 961,243	\$ 994,871	\$ 2,972,299
Service connection fees	168,450	126,150	247,600
Operating grants	-	-	-
Total operating revenues	<u>1,129,693</u>	<u>1,121,021</u>	<u>3,219,899</u>
Operating expenses:			
Personnel expenses	(290,370)	(313,117)	(738,432)
General and administrative	(269,195)	(401,354)	(1,246,753)
Depreciation	-	-	(510,000)
Total operating expenses	<u>(559,565)</u>	<u>(714,471)</u>	<u>(2,495,185)</u>
Operating Income (Loss)	570,128	406,550	724,714
Nonoperating revenues (expenses):			
Interest income	55,254	5,288	12,500
Interest and agent fee expense	(40,638)	(48,368)	(305,145)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>14,616</u>	<u>(43,080)</u>	<u>(292,645)</u>
Change in net position	584,744	363,470	432,069
Capital Contributions	-	-	-
Net position - beginning of year	<u>13,508,454</u>	<u>13,913,607</u>	<u>13,913,607</u>
Net position - Jan-31	<u>\$ 14,093,198</u>	<u>\$ 14,277,077</u>	<u>\$ 14,345,676</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
January 31, 2024

	<u>Current YTD</u> <u>01/31/24</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 1,267,273
Payments to suppliers/operating costs	<u>(1,486,060)</u>
Net cash provided by operating activities	<u>(218,787)</u>
 Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
 Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	2,433,733
Acquisition and construction of capital assets	(2,671,561)
Interest paid on capital debt	<u>(48,368)</u>
Net cash used by capital and related financing activities	<u>(286,196)</u>
 Cash flows from investing activities:	
Interest income received	<u>5,288</u>
 Net increase (decrease) in cash and cash equivalents	(499,695)
 Cash and cash equivalents - beginning of year	<u>1,009,951</u>
 Cash and cash equivalents - Jan-31	<u><u>\$ 510,256</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

January 31, 2024

	Prior YTD 01/31/23	Current YTD 01/31/24	Budget FY 2024	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 3,196,615	\$ 3,562,511	\$ 5,829,015	61.12%
Local Taxes	1,445,584	1,306,068	4,126,293	31.65%
Intergovernmental	868,164	875,876	2,152,692	40.69%
Licenses and permits	127,502	122,300	157,647	77.58%
Charges for services	77,324	86,807	219,885	39.48%
Federal, State, and Local Grants	3,703,685	286,321	4,908,000	5.83%
Other	77,974	343,821	241,000	142.66%
Total Revenues	<u>9,496,848</u>	<u>6,583,704</u>	<u>17,634,532</u>	<u>37.33%</u>
EXPENDITURES				
Current				
General government	(1,228,162)	(1,443,327)	(2,494,748)	57.85%
Community Development	(483,656)	(525,404)	(1,481,219)	35.47%
Public Works	(314,979)	(388,340)	(695,449)	55.84%
Parks and Recreation	(495,705)	(606,957)	(1,136,902)	53.39%
Capital Projects	(4,936,830)	(5,359,223)	(22,907,098)	23.40%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(7,459,332)</u>	<u>(8,323,251)</u>	<u>(28,715,416)</u>	<u>28.99%</u>
Excess (deficiency) of revenues over (under) expenditures	2,037,516	(1,739,547)	(11,080,884)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	7,015,747	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	-	
Transfers out	(8,505,876)	(30,346)	(5,964,258)	
Total Other Financing Sources	<u>(790,129)</u>	<u>(30,346)</u>	<u>8,535,742</u>	
Net Change in Fund Balance	<u>\$ 1,247,387</u>	<u>\$ (1,769,893)</u>	<u>\$ (2,545,143)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (117,931)		
Restricted Fund Balance				
Assigned Fund Balance		57,311		
Nonspendable Fund Balance		(2,256,000)		
Unassigned Fund Balance		546,727		
Net Change in Fund Balance		<u>\$ (1,769,893)</u>		

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

January 31, 2024

	YTD 01/31/24	Budget FY 2024
Revenues:		
Interest	\$ -	\$ -
Total Revenues	-	-
 Expenditures:		
Principal	(38,670)	(1,056,315)
Interest	(13,557)	(1,444,876)
Dues and Fees	(861)	-
Total Expenditures	(53,088)	(2,501,191)
 Net excess (deficiency) of revenues over expenditures	 (53,088)	 (2,501,191)
 Other Financing Sources (Uses):		
Transfers In	30,346	3,356,753
Transfers Out	-	-
Total Other Financing Sources (Uses)	30,346	3,356,753
 Net Change in Fund Balance	 \$ (22,742)	 \$ 855,562

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
January 31, 2024

	Prior YTD 01/31/23	Current YTD 01/31/24	Budget FY 2024
REVENUES:			
State shared revenue	\$ 206,203	\$ 207,906	\$ 497,966
Grant Revenue	-	-	-
Total revenues	<u>206,203</u>	<u>207,906</u>	<u>497,966</u>
EXPENDITURES:			
Personnel expenses	(156,466)	(189,619)	(311,939)
Public works	(2,170,400)	(1,968,992)	(4,203,833)
Capital projects	(257,728)	(6,215)	(20,000)
Total expenditures	<u>(2,584,594)</u>	<u>(2,164,826)</u>	<u>(4,535,772)</u>
Net excess (deficiency) of revenues over expenditures	(2,378,391)	(1,956,920)	(4,037,806)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,866,910
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,866,910</u>
Net change in fund balance	<u>\$ (2,378,391)</u>	<u>\$ (1,956,920)</u>	<u>\$ (2,170,896)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
January 31, 2024

	Prior YTD 01/31/23	Current YTD 01/31/24	Budget FY 2024
REVENUES:			
Storm Water Fees	\$ 102,026	\$ 106,557	\$ 210,417
Other	-	260	-
Total revenues	<u>102,026</u>	<u>106,817</u>	<u>210,417</u>
EXPENDITURES:			
Personnel expenses	(31,365)	(28,308)	(62,830)
General and administrative	(7,847)	(7,565)	(28,560)
Capital	(51,874)	(9,430)	(300,000)
Total expenditures	<u>(91,086)</u>	<u>(45,303)</u>	<u>(391,390)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 10,940</u>	<u>\$ 61,514</u>	<u>\$ (180,973)</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

January 31, 2024

	Prior YTD 01/31/23	Current YTD 01/31/24	Budget FY 2024
REVENUES:			
Solid waste collection fees	\$ 682,345	\$ 689,962	\$ 1,408,678
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	<u>682,345</u>	<u>689,962</u>	<u>1,408,678</u>
EXPENDITURES:			
Personnel expenditures	(48,837)	(46,057)	(97,148)
General and administrative	(37,230)	(56,830)	(101,900)
Contracted services	(582,528)	(924,965)	(1,055,000)
Capital	-	-	-
Total expenditures	<u>(668,595)</u>	<u>(1,027,852)</u>	<u>(1,254,048)</u>
Net excess (deficiency) of revenues over expenditures	13,750	(337,890)	154,630
OTHER FINANCING SOURCES (USES):			
Transfers in	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 13,750</u>	<u>\$ (337,890)</u>	<u>\$ 154,630</u>

Appendix A – Budgetary Transfers - Cumulative



Fnd T Acct	Obj	Prj	Loc	Prg	Account Level Description	2023-24 Original Budget	2023-24 Budget Carry Fwd	2023-24 Budget Revisions	2023-24 Budget Transfers	2023-24 Revised Budget
110 R 36904	000	000	00000	000	Senior Citizens Donations	7,500.00	0.00	0.00	3,000.00	10,500.00
110 R	-----	-----	-----	-----		32,466,032.00	0.00	0.00	3,000.00	32,469,032.00
110 E 41000	147	000	00000	000	GOV - Unemployment	0.00	0.00	0.00	5,000.00	5,000.00
110 E 41000	148	000	00000	000	GOV - Education/Training	2,000.00	0.00	0.00	2,000.00	4,000.00
110 E 41000	210	000	00000	000	GOV - Postage	4,000.00	0.00	0.00	800.00	4,800.00
110 E 41000	212	000	00000	000	GOV - Employee Engagement	0.00	0.00	0.00	5,600.00	5,600.00
110 E 41000	220	000	00000	000	GOV - Printing	7,000.00	0.00	0.00	2,000.00	9,000.00
110 E 41000	230	000	00000	000	GOV - Publicity/Dues	10,500.00	0.00	0.00	1,500.00	12,000.00
110 E 41000	233	000	00000	000	GOV - Subscriptions	0.00	0.00	0.00	1,609.20	1,609.20
110 E 41000	241	000	00000	000	GOV - Electric	16,000.00	0.00	0.00	-1,500.00	14,500.00
110 E 41000	242	000	00000	000	GOV - Water	6,000.00	0.00	0.00	-1,000.00	5,000.00
110 E 41000	245	000	00000	000	GOV - Telephone	10,000.00	0.00	0.00	-5,609.20	4,390.80
110 E 41000	252	000	00000	000	GOV - Legal Services	100,000.00	0.00	0.00	-19,000.00	81,000.00
110 E 41000	253	000	00000	000	GOV - Accounting & Auditing Se	31,000.00	0.00	0.00	10,000.00	41,000.00
110 E 41000	259	000	00000	000	GOV - Other Professional Servi	22,000.00	0.00	0.00	-2,620.00	19,380.00
110 E 41000	266	000	00000	000	GOV - Repair & Maintenance Bui	20,000.00	4,291.60	0.00	12,500.00	36,791.60
110 E 41000	280	000	00000	000	GOV - Travel	1,000.00	0.00	0.00	4,500.00	5,500.00
110 E 41000	287	000	00000	000	GOV - Meals & Entertainment	4,000.00	0.00	0.00	2,000.00	6,000.00
110 E 41000	290	000	00000	000	GOV - Contracted Service	10,000.00	0.00	0.00	17,369.00	27,369.00
110 E 41000	296	000	00000	000	GOV - Keep Lakeland Beautiful	13,000.00	6,863.75	0.00	-4,304.00	15,559.75
110 E 41000	299	000	00000	000	GOV - Contingency	2,000.00	0.00	0.00	-2,000.00	0.00
110 E 41000	300	000	00000	000	GOV - Neighborhood Watch	12,000.00	0.00	0.00	-8,500.00	3,500.00
110 E 41000	310	000	00000	000	GOV - Office Supplies & Materi	10,000.00	0.00	0.00	7,200.00	17,200.00
110 E 41000	320	000	00000	000	GOV - Operating Supplies	1,000.00	0.00	0.00	3,800.00	4,800.00
110 E 41000	920	000	00000	000	GOV - Property Acquisition	14,374,635.00	221,000.00	0.00	-60,909.00	14,534,726.00
110 E 41000	932	000	00000	000	GOV - Building Improvements	60,000.00	272,245.05	0.00	-32,500.00	299,745.05
110 E 41000	951	000	00000	000	GOV - Furn & Fixtures	25,000.00	0.00	0.00	-17,600.00	7,400.00
110 E 41330	148	000	00000	000	BOC - Education/Training	1,000.00	0.00	0.00	500.00	1,500.00
110 E 41330	280	000	00000	000	BOC - Travel	0.00	0.00	0.00	4,000.00	4,000.00
110 E 41330	287	000	00000	000	BOC - Meals & Entertainment	0.00	0.00	0.00	500.00	500.00
110 E 41330	288	000	00000	000	BOC - Vol Appreciation Dinner	4,000.00	0.00	0.00	4,900.00	8,900.00
110 E 41330	290	000	00000	000	BOC - Contracted Services	0.00	0.00	0.00	60,000.00	60,000.00
110 E 41500	148	000	00000	000	FIN - Education/Training	9,000.00	0.00	0.00	-5,830.00	3,170.00
110 E 41500	280	000	00000	000	FIN - Travel	5,000.00	0.00	0.00	-2,000.00	3,000.00
110 E 41500	290	000	00000	000	FIN - Contracted Service	15,000.00	0.00	0.00	13,600.00	28,600.00
110 E 41500	951	000	00000	000	FIN - Furn & Fixtures	2,000.00	0.00	0.00	-2,000.00	0.00
110 E 41670	148	000	00000	000	ENG - Education/Training	3,950.00	0.00	0.00	4,500.00	8,450.00
110 E 41670	259	000	00000	000	ENG - Other Professional Servi	30,000.00	0.00	0.00	3,055.00	33,055.00
110 E 41670	773	000	00000	000	ENG - New Canada Rd Improvemen	6,050,000.00	1,024,227.30	0.00	-149,500.00	6,924,727.30
110 E 41670	781	000	00000	000	ENG - Transp Plan Update	85,000.00	0.00	0.00	85,000.00	170,000.00
110 E 41672	261	000	00000	000	INS - Repair & Maintenance Mot	5,000.00	0.00	0.00	1,000.00	6,000.00
110 E 41672	341	000	00000	000	INS - Tools	1,500.00	0.00	0.00	-1,000.00	500.00
110 E 41700	259	000	00000	000	PLN - Other Professional Servi	5,000.00	0.00	0.00	-400.00	4,600.00
110 E 41711	255	000	00000	000	IS - Data Processing Services	176,190.00	0.00	0.00	3,512.00	179,702.00
110 E 41711	258	000	00000	000	ITS - Flock Camera Access	65,000.00	0.00	0.00	48,144.00	113,144.00
110 E 41711	948	000	00000	000	IS - Computer Upgrades	34,000.00	0.00	0.00	13,583.94	47,583.94
110 E 43000	148	000	00000	000	PW - Education/Training	3,000.00	0.00	0.00	2,030.72	5,030.72
110 E 43000	254	000	00000	000	PW - Architectural, Engineerin	15,000.00	0.00	0.00	-2,030.72	12,969.28
110 E 43000	259	000	00000	000	PW - Other Prof. Services	10,000.00	0.00	0.00	-2,112.00	7,888.00
110 E 44400	326	475	00000	000	REC - Uniforms - Y Football	5,000.00	0.00	0.00	5,250.00	10,250.00
110 E 44421	290	000	00000	000	IHC - Contracted Service	3,000.00	0.00	0.00	2,500.00	5,500.00
110 E 44710	290	000	00000	000	PRK - Contracted Service	134,000.00	0.00	0.00	-50,000.00	84,000.00
110 E 44710	290	023	00000	000	PRK - Contracted Svc - Storm23	0.00	0.00	0.00	50,000.00	50,000.00
110 E 44710	299	000	00000	000	PRK - Contingency	3,000.00	0.00	0.00	-2,250.00	750.00
110 E 44710	320	000	00000	000	PRK - Operating Supplies	3,500.00	0.00	0.00	-539.00	2,961.00
110 E 44710	333	000	00000	000	PRK - Other Equip Parts & Repa	5,500.00	0.00	0.00	-1,749.94	3,750.06
121 E 43100	268	000	00000	000	STR - Repair & Maintenance Roa	195,000.00	191,106.59	0.00	-1,078.89	385,027.70
121 E 43100	269	000	00000	000		0.00	0.00	0.00	320.00	320.00
121 E 43100	333	000	00000	000	STR - Other Equip Parts & Repa	9,000.00	0.00	0.00	1,078.89	10,078.89
121 E 43100	452	000	00000	000	STR - Gravel & Sand	60,000.00	0.00	0.00	-320.00	59,680.00
412 E 43250	232	000	00000	000	SEW - Environmental Protection	5,000.00	0.00	0.00	300.00	5,300.00
412 E 43250	252	000	00000	000	SEW - Legal Services	2,000.00	0.00	0.00	6,000.00	8,000.00
412 E 43250	254	000	00000	000	SEW - Arch/Eng/Landscaping	150,000.00	0.00	0.00	-6,000.00	144,000.00
412 E 43250	310	000	00000	000	SEW - Office Supplies &	3,000.00	952.52	0.00	-300.00	3,652.52
416 E 46000	259	000	00000	000	STW - Other Professional Servi	2,500.00	0.00	0.00	-500.00	2,000.00
416 E 46000	280	000	00000	000	STW - Travel	200.00	0.00	0.00	2,000.00	2,200.00
416 E 46000	290	000	00000	000	STW - Contracted Service	5,000.00	0.00	0.00	-1,500.00	3,500.00
424 E 43260	261	000	00000	000	SDW - Repair & Maintenance Veh	8,000.00	0.00	0.00	15,000.00	23,000.00
424 E 43260	295	000	00000	000	SDW - Litter Control	25,000.00	0.00	0.00	-15,000.00	10,000.00

CITY OF
LAKE LAND
TENNESSEE

**Second Quarter
Fiscal Year 2024
TREASURER'S
REPORT**

Q2 GENERAL FUND KEY HIGHLIGHTS

Fund Balance	Beginning Fund Balance	Q2 Fund Balance YTD
Nonspendable	2,256,000	0
Committed	368,555	459,306
Assigned	854,823	875,482
Unassigned	8,801,210	8,929,746
Total Fund Balance	13,809,221	10,264,535
Change In Fund Balance		(\$3,544,982)

General Fund End of Q2 YTD



Revenue:

\$2,780,825



Expenditures of:

\$6,295,461



Other Financing Sources (Uses)

(\$30,346)



Change in Fund Balance

(\$3,544,982)

Changes from Q1

Added \$1.997 million in revenue:

- \$723,894 in local taxes
- \$362,948 in property taxes
- \$121,260 in grant revenues
- \$65,836 in interest income

Functional Expenditures of \$1.305 million

Capital Outlays of \$3,808,804 YTD

- \$3,413,421 in property acquisitions
- \$264,754 in building improvements
- \$44,360 Parks development
- \$78,990 Transportation Plan Update

Change in fund balance highlights YTD.

- Added \$50,659 to Assigned (Parks-Athletic Complex)
- Added \$90,751 to Committed (Education)
- Added \$128,536 to Unassigned

Q2 STATE STREET AID FUND KEY HIGHLIGHTS

State Street Aid Fund End of Q2



Revenue:

\$168,413



Expenditures of:

\$2,035,101



Net Excess or (Deficiency) of Revenues over expenditures

(\$1,866,688)



Fund Balance

\$248,867

Changes From Q1

- Added \$99,555 in TN Gas/Fuel Tax and Inspection Fee revenue.
 - Added \$25,140 in State Emergency Street Fund.
 - No grant monies received.
 - \$1,570,884 in Paving project expenditures carried over from prior year budget (FY 2023).
 - \$256,255 in Repair & Maintenance of Roads
-
- Change in fund balance is an overall decrease of \$1,866,688.

Q2 STORM WATER FUND KEY HIGHLIGHTS

Storm Fund End of Q2 YTD



Revenue:

\$88,495



Expenditures of:

\$37,016



Net Excess or (Deficiency) of Revenues over expenditures

\$51,479



Fund Balance

\$543,315

Changes From Q1

- Received \$51,649 in storm water fees.
- \$19,413 in expenditures which includes \$9,430 in capital outlay.
- Q2 Change in fund balance is an overall increase of \$51,479.

Q2 SOLID WASTE FUND KEY HIGHLIGHTS

Solid Waste Fund End of Q2 YTD



Revenue:

\$573,195



Expenditures of:

\$808,494



Net Excess or (Deficiency) of Revenues over expenses

(\$235,299)



Fund Balance

(\$169,310)

Changes From Q1

- \$333,125 received in Solid Waste and bulk pick-up fees.
- \$723,980 in expenditures is related to contract services and summer storm clean-up.
- Q2 Change in fund balance is an overall decrease of (\$169,310)

Q2 SEWER FUND KEY HIGHLIGHTS

Sewer Fund End of Q2 YTD



Revenue:

\$969,381



Expenses of:

\$542,927



Operating Income (Loss)

\$426,454

Change in Net Position

\$387,199



Fund Balance

\$14,300,805

Changes From Q1

- Added \$604,958 Sewer service fees. Plan and estimates for the Sewer Fund revenue included anticipated earlier implementation of sewer rates increase, which were not effective until December 2023.
 - Interest income of \$5,288
 - Operating expenses consist of personnel and administrative costs which are all in line with budget.
 - Interest and agent fee expenses of \$44,543.
-
- Capital Outlays
 - Expenses related to Clear Creek project.

FISCAL YEAR-TO-DATE RESULTS



OUTSTANDING DEBT UPDATE-BY PURPOSE OF DEBT

Profile Summary

Profile as Of 12/31/2023

Series	Dated Date	Original Par	Outstanding Par
BEVERLE RIVERA ROADWAY EXTENSION		1,490,396.84	1,207,773.84
2011	07/20/2019	1,490,396.84	1,207,773.84
LSS HIGH SCHOOL CONSTRUCTION		45,205,500.00	44,534,801.00
2022 R1	06/22/2022	9,900,000.00	9,753,117.00
2022 R2	06/22/2022	9,800,000.00	9,654,601.00
2022 R3	06/22/2022	9,700,000.00	9,556,084.00
2022 R4	06/22/2022	7,903,000.00	7,785,746.00
2022 R5	06/22/2022	7,902,500.00	7,785,253.00
LSS MIDDLE SCHOOL CONSTRUCTION		14,794,500.00	14,312,458.00
2021 R1	01/27/2021	5,194,500.00	5,025,250.00
2021 R2	01/27/2021	9,600,000.00	9,287,208.00
LSS SETTLEMENT		332,443.00	112,105.00
2014	05/31/2014	332,443.00	112,105.00
PUBLIC WORKS PROJECTS (INCL TREATMENT PL		9,811,191.00	2,065,000.00
2005	11/01/2005	9,811,191.00	2,065,000.00
TOTAL		71,634,030.84	62,232,137.84

Audited Financial Statements: 06/30/2023

City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
December 31, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	TOTAL GOVERNMENTAL FUNDS
ASSETS						
Cash and cash equivalents	\$ 10,470,930	\$ (15,105)	\$ 146,077	\$ 513,219	\$ (161,195)	\$ 10,953,926
Receivables						
Property taxes, net of allowance	5,870,994	-	-	-	-	5,870,994
Grants	-	-	-	-	-	-
Other	49,153	-	-	30,000	-	79,153
Due from other governments	3,609	-	-	-	-	3,609
Due from other funds	-	-	8,159	-	-	8,159
Prepaid items	19,609	-	-	-	-	19,609
Inventory	9,679	-	-	-	-	9,679
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 16,423,974</u>	<u>\$ (15,105)</u>	<u>\$ 154,236</u>	<u>\$ 543,219</u>	<u>\$ (161,195)</u>	<u>\$ 16,945,129</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 93,783	\$ -	\$ (94,631)	\$ (97)	\$ (47)	\$ (992)
Deposits	163,209	-	-	-	-	163,209
Due to other funds	35,460	-	-	-	8,159	43,619
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>292,452</u>	<u>-</u>	<u>(94,631)</u>	<u>(97)</u>	<u>8,112</u>	<u>205,836</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,857,234	-	-	-	-	5,857,234
Grants	10,054	-	-	-	-	10,054
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>5,867,288</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,867,288</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	543,316	(169,307)	374,009
Committed	459,306	(15,105)	248,867	-	-	693,068
Assigned	875,482	-	-	-	-	875,482
Unassigned	8,929,446	-	-	-	-	8,929,446
Total fund balances	<u>10,264,234</u>	<u>(15,105)</u>	<u>248,867</u>	<u>543,316</u>	<u>(169,307)</u>	<u>10,872,005</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 16,423,974</u>	<u>\$ (15,105)</u>	<u>\$ 154,236</u>	<u>\$ 543,219</u>	<u>\$ (161,195)</u>	<u>\$ 16,945,129</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
December 31, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 481,213	\$ -	\$ -	\$ -	\$ -	\$ 481,213
Local taxes	1,021,889	-	-	-	-	1,021,889
Intergovernmental	590,487	-	168,413	-	-	758,900
Licenses and permits	112,890	-	-	-	-	112,890
Charges for services	81,609	-	-	88,495	573,195	743,299
Federal, state, and local grants	151,060	-	-	-	-	151,060
Interest income	185,943	-	-	-	-	185,943
Other	155,734	-	-	-	-	155,734
Total revenues	2,780,825	-	168,413	88,495	573,195	3,610,928
EXPENDITURES						
Current						
General government	1,216,109	-	-	-	-	1,216,109
Community development	442,680	-	-	-	-	442,680
Public works	319,746	-	2,028,888	27,585	808,494	3,184,713
Parks and recreation	508,847	-	-	-	-	508,847
Capital Outlay	3,808,084	-	6,215	9,430	-	3,823,729
Debt Service						
Principal	-	33,115	-	-	-	33,115
Interest and fiscal charges	-	12,390	-	-	-	12,390
Total expenditures	6,295,466	45,505	2,035,101	37,015	808,494	9,221,583
Excess of revenues over expenditures	(3,514,641)	(45,505)	(1,866,688)	51,479	(235,299)	(5,610,655)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	30,346	-	-	-	30,346
Transfers out	(30,346)	-	-	-	-	(30,346)
Total other financing sources (uses)	(30,346)	30,346	-	-	-	-
Net change in fund balances	(3,544,987)	(15,159)	(1,866,688)	51,479	(235,299)	(5,610,655)
Fund balances - beginning	13,809,221	54	2,115,555	491,836	65,989	16,482,655
Fund balances - ending	\$ 10,264,234	\$ (15,105)	\$ 248,867	\$ 543,315	\$ (169,310)	\$ 10,872,000

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
December 31, 2023

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,658,004
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,720
Due from other governments	-
Total current assets	<u>1,659,724</u>

Capital assets:

Capital assets, not being depreciated	3,309,322
Capital assets, being depreciated - net	<u>13,874,547</u>
Total capital assets	17,183,869

Net pension asset

Total assets	<u>-</u>
	18,843,593

DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	29,711
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	50,618
Deposits	-
Current portion of notes payable	<u>661,000</u>
Total current liabilities	711,618

Noncurrent liabilities:

Net pension liability	20,643
Notes payable, net of current portion	<u>3,837,733</u>
Total liabilities	4,569,994

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>2,505</u>
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NET POSITION

Net investment in capital assets	12,685,136
Unrestricted	<u>1,615,669</u>
Total net position	<u>\$ 14,300,805</u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

December 31, 2023

	Prior YTD 12/31/22	Current YTD 12/31/23	Plan FY 2024
Operating revenues:			
Sewer service fee	\$ 829,409	\$ 845,331	\$ 2,972,299
Service connection fees	164,850	124,050	247,600
Operating grants	-	-	-
Total operating revenues	<u>994,259</u>	<u>969,381</u>	<u>3,219,899</u>
Operating expenses:			
Personnel expenses	(248,180)	(264,836)	(738,432)
General and administrative	(244,244)	(278,091)	(1,246,753)
Depreciation	-	-	(510,000)
Total operating expenses	<u>(492,424)</u>	<u>(542,927)</u>	<u>(2,495,185)</u>
Operating Income (Loss)	501,835	426,454	724,714
Nonoperating revenues (expenses):			
Interest income	40,710	5,288	12,500
Interest and agent fee expense	(34,300)	(44,543)	(305,145)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>6,410</u>	<u>(39,255)</u>	<u>(292,645)</u>
Change in net position	508,245	387,199	432,069
Capital Contributions	-	-	-
Net position - beginning of year	<u>13,508,454</u>	<u>13,913,607</u>	<u>13,913,607</u>
Net position - Dec-31	<u>\$ 14,016,699</u>	<u>\$ 14,300,805</u>	<u>\$ 14,345,676</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
December 31, 2023

	<u>Current YTD</u> <u>12/31/23</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 1,115,633
Payments to suppliers/operating costs	<u>(1,314,849)</u>
Net cash provided by operating activities	<u>(199,216)</u>
 Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
 Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	2,433,733
Acquisition and construction of capital assets	(1,547,209)
Interest paid on capital debt	<u>(44,543)</u>
Net cash used by capital and related financing activities	<u>841,981</u>
 Cash flows from investing activities:	
Interest income received	<u>5,288</u>
 Net increase (decrease) in cash and cash equivalents	648,053
 Cash and cash equivalents - beginning of year	<u>1,009,951</u>
 Cash and cash equivalents - Dec-31	<u><u>\$ 1,658,004</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

December 31, 2023

	Prior YTD 12/31/22	Current YTD 12/31/23	Budget FY 2024	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 518,843	\$ 481,213	\$ 5,829,015	8.26%
Local Taxes	1,180,674	1,021,889	4,126,293	24.77%
Intergovernmental	577,436	590,487	2,152,692	27.43%
Licenses and permits	119,557	112,890	157,647	71.61%
Charges for services	75,322	81,609	219,885	37.11%
Federal, State, and Local Grants	3,703,685	151,060	4,908,000	3.08%
Other	62,901	341,677	241,000	141.77%
Total Revenues	<u>6,238,418</u>	<u>2,780,825</u>	<u>17,634,532</u>	<u>15.77%</u>
EXPENDITURES				
Current				
General government	(1,014,577)	(1,216,104)	(2,494,748)	48.75%
Community Development	(412,507)	(442,680)	(1,481,219)	29.89%
Public Works	(270,371)	(319,746)	(695,449)	45.98%
Parks and Recreation	(443,126)	(508,847)	(1,136,902)	44.76%
Capital Projects	(4,906,242)	(3,808,084)	(22,907,098)	16.62%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(7,046,823)</u>	<u>(6,295,461)</u>	<u>(28,715,416)</u>	<u>21.92%</u>
Excess (deficiency) of revenues over (under) expenditures	(808,405)	(3,514,636)	(11,080,884)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	7,015,747	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	-	
Transfers out	(7,944,853)	(30,346)	(5,964,258)	
Total Other Financing Sources	<u>(229,106)</u>	<u>(30,346)</u>	<u>8,535,742</u>	
Net Change in Fund Balance	<u>\$ (1,037,511)</u>	<u>\$ (3,544,982)</u>	<u>\$ (2,545,143)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (117,931)		
Restricted Fund Balance				
Assigned Fund Balance		57,311		
Nonspendable Fund Balance		(2,256,000)		
Unassigned Fund Balance		(1,228,362)		
Net Change in Fund Balance		<u>\$ (3,544,982)</u>		

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

December 31, 2023

	YTD 12/31/23	Budget FY 2024
	<u> </u>	<u> </u>
Revenues:		
Interest	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>
 Expenditures:		
Principal	(33,115)	(1,056,315)
Interest	(11,650)	(1,444,876)
Dues and Fees	(740)	-
Total Expenditures	<u>(45,505)</u>	<u>(2,501,191)</u>
 Net excess (deficiency) of revenues over expenditures	(45,505)	(2,501,191)
 Other Financing Sources (Uses):		
Transfers In	30,346	3,356,753
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>30,346</u>	<u>3,356,753</u>
 Net Change in Fund Balance	<u>\$ (15,159)</u>	<u>\$ 855,562</u>

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
December 31, 2023

	Prior YTD 12/31/22	Current YTD 12/31/23	Budget FY 2024
REVENUES:			
State shared revenue	\$ 165,411	\$ 168,413	\$ 497,966
Grant Revenue	-	-	-
Total revenues	<u>165,411</u>	<u>168,413</u>	<u>497,966</u>
EXPENDITURES:			
Personnel expenses	(132,800)	(154,775)	(311,939)
Public works	(2,154,621)	(1,874,111)	(4,203,833)
Capital projects	(244,212)	(6,215)	(20,000)
Total expenditures	<u>(2,531,633)</u>	<u>(2,035,101)</u>	<u>(4,535,772)</u>
Net excess (deficiency) of revenues over expenditures	(2,366,222)	(1,866,688)	(4,037,806)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,866,910
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,866,910</u>
Net change in fund balance	<u>\$ (2,366,222)</u>	<u>\$ (1,866,688)</u>	<u>\$ (2,170,896)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
December 31, 2023

	Prior YTD 12/31/22	Current YTD 12/31/23	Budget FY 2024
REVENUES:			
Storm Water Fees	\$ 85,701	\$ 88,235	\$ 210,417
Other	-	260	-
Total revenues	<u>85,701</u>	<u>88,495</u>	<u>210,417</u>
EXPENDITURES:			
Personnel expenses	(25,764)	(24,296)	(62,830)
General and administrative	(3,985)	(3,290)	(28,560)
Capital	(51,874)	(9,430)	(300,000)
Total expenditures	<u>(81,623)</u>	<u>(37,016)</u>	<u>(391,390)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 4,078</u>	<u>\$ 51,479</u>	<u>\$ (180,973)</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

December 31, 2023

	Prior YTD 12/31/22	Current YTD 12/31/23	Budget FY 2024
REVENUES:			
Solid waste collection fees	\$ 573,540	\$ 573,195	\$ 1,408,678
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	573,540	573,195	1,408,678
EXPENDITURES:			
Personnel expenditures	(42,157)	(40,406)	(97,148)
General and administrative	(32,782)	(44,107)	(101,900)
Contracted services	(485,647)	(723,981)	(1,055,000)
Capital	-	-	-
Total expenditures	(560,586)	(808,494)	(1,254,048)
Net excess (deficiency) of revenues over expenditures	12,954	(235,299)	154,630
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	-
Net change in fund balance	12,954	(235,299)	154,630

Appendix A – Budgetary Transfers - Cumulative



Fnd T	Acct	Obj	Prj	Lc	Account Level Description	2023-24 Original Budget	2023-24 Budget Carry Fwd	2023-24 Budget	2023-24 Budget Transfers	2023-24 Revised Budget
110	R	36904	000	000	Senior Citizens Donations	7,500.00	0.00	0.00	3,000.00	10,500.00
110	R	-----	----	-----	----	32,466,032.00	0.00	0.00	3,000.00	32,469,032.00
110	E	41000	148	000	GOV - Education/Training	2,000.00	0.00	0.00	2,000.00	4,000.00
110	E	41000	210	000	GOV - Postage	4,000.00	0.00	0.00	800.00	4,800.00
110	E	41000	220	000	GOV - Printing	7,000.00	0.00	0.00	2,000.00	9,000.00
110	E	41000	230	000	GOV - Publicity/Dues	10,500.00	0.00	0.00	1,500.00	12,000.00
110	E	41000	241	000	GOV - Electric	16,000.00	0.00	0.00	-1,500.00	14,500.00
110	E	41000	242	000	GOV - Water	6,000.00	0.00	0.00	-1,000.00	5,000.00
110	E	41000	245	000	GOV - Telephone	10,000.00	0.00	0.00	-5,609.20	4,390.80
110	E	41000	252	000	GOV - Legal Services	100,000.00	0.00	0.00	-19,000.00	81,000.00
110	E	41000	253	000	GOV - Accounting & Auditing Se	31,000.00	0.00	0.00	10,000.00	41,000.00
110	E	41000	259	000	GOV - Other Professional Servi	22,000.00	0.00	0.00	-2,620.00	19,380.00
110	E	41000	266	000	GOV - Repair & Maintenance Bui	20,000.00	4,291.60	0.00	12,500.00	36,791.60
110	E	41000	280	000	GOV - Travel	1,000.00	0.00	0.00	4,500.00	5,500.00
110	E	41000	287	000	GOV - Meals & Entertainment	4,000.00	0.00	0.00	2,000.00	6,000.00
110	E	41000	290	000	GOV - Contracted Service	10,000.00	0.00	0.00	17,369.00	27,369.00
110	E	41000	296	000	GOV - Keep Lakeland Beautiful	13,000.00	6,863.75	0.00	-4,304.00	15,559.75
110	E	41000	299	000	GOV - Contingency	2,000.00	0.00	0.00	-2,000.00	0.00
110	E	41000	300	000	GOV - Neighborhood Watch	12,000.00	0.00	0.00	-8,500.00	3,500.00
110	E	41000	310	000	GOV - Office Supplies & Materi	10,000.00	0.00	0.00	7,200.00	17,200.00
110	E	41000	320	000	GOV - Operating Supplies	1,000.00	0.00	0.00	3,800.00	4,800.00
110	E	41000	920	000	GOV - Property Acquisition	14,374,635.00	221,000.00	0.00	-60,909.00	14,534,726.00
110	E	41000	932	000	GOV - Building Improvements	60,000.00	272,245.05	0.00	-32,500.00	299,745.05
110	E	41000	951	000	GOV - Furn & Fixtures	25,000.00	0.00	0.00	-17,600.00	7,400.00
110	E	41330	148	000	BOC - Education/Training	1,000.00	0.00	0.00	500.00	1,500.00
110	E	41330	288	000	BOC - Vol Appreciation Dinner	4,000.00	0.00	0.00	4,900.00	8,900.00
110	E	41500	148	000	FIN - Education/Training	9,000.00	0.00	0.00	-5,830.00	3,170.00
110	E	41500	290	000	FIN - Contracted Service	15,000.00	0.00	0.00	9,600.00	24,600.00
110	E	41670	148	000	ENG - Education/Training	3,950.00	0.00	0.00	4,500.00	8,450.00
110	E	41670	259	000	ENG - Other Professional Servi	30,000.00	0.00	0.00	3,055.00	33,055.00

110 E 41670 773 000	ENG - New Canada Rd Improvemen	6,050,000.00	1,024,227.30	0.00	-149,500.00	6,924,727.30
110 E 41670 781 000	ENG - Transp Plan Update	85,000.00	0.00	0.00	85,000.00	170,000.00
110 E 41672 261 000	INS - Repair & Maintenance Mot	5,000.00	0.00	0.00	1,000.00	6,000.00
110 E 41672 341 000	INS - Tools	1,500.00	0.00	0.00	-1,000.00	500.00
110 E 41700 259 000	PLN - Other Professional Servi	5,000.00	0.00	0.00	-400.00	4,600.00
110 E 41711 255 000	IS - Data Processing Services	176,190.00	0.00	0.00	3,512.00	179,702.00
110 E 41711 258 000	ITS - Flock Camera Access	65,000.00	0.00	0.00	48,144.00	113,144.00
110 E 41711 948 000	IS - Computer Upgrades	34,000.00	0.00	0.00	13,583.94	47,583.94
110 E 43000 148 000	PW - Education/Training	3,000.00	0.00	0.00	2,030.72	5,030.72
110 E 43000 254 000	PW - Architectural, Engineerin	15,000.00	0.00	0.00	-2,030.72	12,969.28
110 E 43000 259 000	PW - Other Prof. Services	10,000.00	0.00	0.00	-2,112.00	7,888.00
110 E 44400 326 475	REC - Uniforms - Y Football	5,000.00	0.00	0.00	5,250.00	10,250.00
110 E 44421 290 000	IHC - Contracted Service	3,000.00	0.00	0.00	2,500.00	5,500.00
110 E 44710 290 000	PRK - Contracted Service	134,000.00	0.00	0.00	-50,000.00	84,000.00
110 E 44710 299 000	PRK - Contingency	3,000.00	0.00	0.00	-2,250.00	750.00
110 E 44710 320 000	PRK - Operating Supplies	3,500.00	0.00	0.00	-539.00	2,961.00
110 E 44710 333 000	PRK - Other Equip Parts & Repa	5,500.00	0.00	0.00	-1,749.94	3,750.06
121 E 43100 268 000	STR - Repair & Maintenance Roa	195,000.00	191,106.59	0.00	-1,078.89	385,027.70
121 E 43100 333 000	STR - Other Equip Parts & Repa	9,000.00	0.00	0.00	1,078.89	10,078.89
121 E 43100 452 000	STR - Gravel & Sand	60,000.00	0.00	0.00	-320.00	59,680.00
412 E 43250 232 000	SEW - Environmental Protection	5,000.00	0.00	0.00	300.00	5,300.00
412 E 43250 252 000	SEW - Legal Services	2,000.00	0.00	0.00	6,000.00	8,000.00
412 E 43250 254 000	SEW - Arch/Eng/Landscaping	150,000.00	0.00	0.00	-6,000.00	144,000.00
412 E 43250 310 000	SEW - Office Supplies &	3,000.00	952.52	0.00	-300.00	3,652.52
416 E 46000 259 000	STW - Other Professional Servi	2,500.00	0.00	0.00	-500.00	2,000.00
416 E 46000 280 000	STW - Travel	200.00	0.00	0.00	2,000.00	2,200.00
416 E 46000 290 000	STW - Contracted Service	5,000.00	0.00	0.00	-1,500.00	3,500.00
424 E 43260 261 000	SDW - Repair & Maintenance Veh	8,000.00	0.00	0.00	15,000.00	23,000.00
424 E 43260 295 000	SDW - Litter Control	25,000.00	0.00	0.00	-15,000.00	10,000.00

CITY OF
LAKE LAND
TENNESSEE

**First Quarter
Fiscal Year 2024
TREASURER'S
REPORT**

Q1 GENERAL FUND KEY HIGHLIGHTS

Fund Balance	Beginning Fund Balance	Q1 Fund Balance
Nonspendable	2,256,000	0
Committed	368,555	466,836
Assigned	854,823	860,117
Unassigned	10,329,843	8,870,340
Total Fund Balance	13,809,221	10,197,291
Change In Fund Balance		(\$3,611,930)

General Fund End of Q1



Revenue:

\$784,074



Expenditures of:

\$4,373,234



Other Financing Sources (Uses)

(\$22,770)



Change in Fund Balance

(\$3,611,930)

Highlights Q1

Revenues:

- Added \$12,615 in License & Permit revenue.
- Added \$297,994 in Local Taxes (Sales, Beer & Liquor, etc.).
- Added \$122,169 in State Shared Revenue.
- Added \$25,914 in Charges for Services.
- Added \$120,106 in Interest Earned compared to \$17,578 this time last year.

Expenditure highlights:

- \$3,149,343 in property acquisitions.
 - July- Purchased acreage (\$375,000).
 - September- \$2,256,000 for Econolodge, Parking lot next to Econolodge (\$507,310).
- \$42,309 in building improvements
- Functional expenses are in line with budget.

Change in fund balance highlights.

- Added \$5,294 to Assigned (Parks-Athletic Complex)
- Added \$97,699 to Committed (Education)
- Reduced Nonspendable by \$2,256,000
- Reduced Unassigned by \$1,458,919

Q1 STATE STREET AID FUND KEY HIGHLIGHTS

State Street Aid Fund End of Q1



Revenue:

\$42,342



Expenditures of:

\$101,413



Net Excess or (Deficiency) of Revenues over expenditures

(\$59,071)



Fund Balance

\$2,056,484

Highlights Q1

- Received \$42,342.43 in State Shared Revenue.
 - No grant monies received.
-
- Q1 Expenditures are personnel and public works related operational costs.
 - \$4,145.10 in capital expense for street lighting maintenance.
-
- Q1 Change in fund balance is an overall decrease of \$59,701 due to timing of revenue recognition.

Q1 STORM WATER FUND KEY HIGHLIGHTS

Storm Fund End of Q1



Revenue:

\$36,846



Expenditures of:

\$17,604



Net Excess or (Deficiency) of Revenues over expenditures

\$19,242



Fund Balance

\$511,080

Highlights Q1

- Received \$36,846 in storm water fees
- Q1 Expenditures are personnel and administrative costs.
- Q1 Change in fund balance is an overall increase of \$19,244.

Q1 SOLID WASTE FUND KEY HIGHLIGHTS

Solid Waste Fund End of Q1



Revenue:

\$240,070



Expenditures of:

\$147,489



Net Excess or (Deficiency) of Revenues over expenditures

\$92,581



Fund Balance

\$158,573

Highlights Q1

- \$240,070 received in Solid Waste and bulk pick-up fees.
-
- Q1 Expenses are personnel and general operating expenditures with \$50,523 attributed to the June storm clean-up.
-
- Q1 Change in fund balance is an overall increase of \$92,584

Q1 SEWER FUND KEY HIGHLIGHTS

Sewer Fund End of Q1



Revenue:

\$362,988



Expenses of:

\$241,295



Operating Income (Loss)

\$121,693

Change in Net Position

\$105,132



Net Position

\$14,018,740

Highlights Q1

- 100% of revenue is Sewer service fees and charges. Plan and estimates for the Sewer Fund revenue included anticipated earlier implementation of sewer rates increase, which were not effective until December 2023.
 - Interest income of \$5,250
-
- Operating expenses consist of personnel and administrative costs which are all in line with budget.
 - Interest and agent fee expense (\$21,811)
-
- Capital Outlays
 - Expenses related to Clear Creek project.

FISCAL YEAR-TO-DATE RESULTS



OUTSTANDING DEBT UPDATE- BY PURPOSE OF DEBT

Profile Summary

Profile as Of 09/30/2023

Series	Dated Date	Original Par	Outstanding Par
BEVERLE RIVERA ROADWAY EXTENSION		1,490,396.84	1,224,438.84
2011	07/20/2019	1,490,396.84	1,224,438.84
LSS HIGH SCHOOL CONSTRUCTION		45,205,500.00	44,534,801.00
2022 R1	06/22/2022	9,900,000.00	9,753,117.00
2022 R2	06/22/2022	9,800,000.00	9,654,601.00
2022 R3	06/22/2022	9,700,000.00	9,556,084.00
2022 R4	06/22/2022	7,903,000.00	7,785,746.00
2022 R5	06/22/2022	7,902,500.00	7,785,253.00
LSS MIDDLE SCHOOL CONSTRUCTION		14,794,500.00	14,312,458.00
2021 R1	01/27/2021	5,194,500.00	5,025,250.00
2021 R2	01/27/2021	9,600,000.00	9,287,208.00
LSS SETTLEMENT		332,443.00	167,603.00
2014	05/31/2014	332,443.00	167,603.00
PUBLIC WORKS PROJECTS (INCL TREATMEI		9,811,191.00	2,065,000.00
2005	11/01/2005	9,811,191.00	2,065,000.00
TOTAL		71,634,030.84	62,304,300.84

Audited Financial Statements: 06/30/2023

City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
September 30, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	GOVERNMENTAL FUNDS
ASSETS						
Cash and cash equivalents	\$ 10,514,506	\$ 61	\$ 1,956,724	\$ 481,342	\$ 167,657	\$ 13,120,290
Receivables						
Property taxes, net of allowance	5,870,994	-	-	-	-	5,870,994
Grants	-	-	-	-	-	-
Other	41,812	-	-	30,000	-	71,812
Due from other governments	108,700	-	-	-	-	108,700
Due from other funds	-	-	8,159	-	-	8,159
Prepaid items	-	-	-	-	-	-
Inventory	3,019	-	-	-	-	3,019
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 16,539,031</u>	<u>\$ 61</u>	<u>\$ 1,964,883</u>	<u>\$ 511,342</u>	<u>\$ 167,657</u>	<u>\$ 19,182,974</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 150,326	\$ -	\$ (91,601)	\$ 262	\$ 926	\$ 59,913
Deposits	193,119	-	-	-	-	193,119
Due to other funds	25,916	-	-	-	8,158	34,074
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>369,361</u>	<u>-</u>	<u>(91,601)</u>	<u>262</u>	<u>9,084</u>	<u>287,106</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,857,234	-	-	-	-	5,857,234
Grants	115,145	-	-	-	-	115,145
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>5,972,379</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,972,379</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	511,080	158,573	669,653
Committed	466,836	61	2,056,484	-	-	2,523,381
Assigned	860,117	-	-	-	-	860,117
Unassigned	8,870,338	-	-	-	-	8,870,338
Total fund balances	<u>10,197,291</u>	<u>61</u>	<u>2,056,484</u>	<u>511,080</u>	<u>158,573</u>	<u>12,923,489</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 16,539,031</u>	<u>\$ 61</u>	<u>\$ 1,964,883</u>	<u>\$ 511,342</u>	<u>\$ 167,657</u>	<u>\$ 19,182,974</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
September 30, 2023

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 118,265	\$ -	\$ -	\$ -	\$ -	\$ 118,265
Local taxes	297,995	-	-	-	-	297,995
Intergovernmental	122,169	-	42,342	-	-	164,511
Licenses and permits	12,616	-	-	-	-	12,616
Charges for services	25,914	-	-	36,846	240,070	302,830
Federal, state, and local grants	29,800	-	-	-	-	29,800
Interest income	120,107	-	-	-	-	120,107
Other	57,208	-	-	-	-	57,208
Total revenues	784,074	-	42,342	36,846	240,070	1,103,332
EXPENDITURES						
Current						
General government	593,188	-	-	-	-	593,188
Community development	213,207	-	-	-	-	213,207
Public works	148,025	-	97,268	17,602	147,486	410,381
Parks and recreation	227,162	-	-	-	-	227,162
Capital Outlay	3,191,652	-	4,145	-	-	3,195,797
Debt Service						
Principal	-	16,457	-	-	-	16,457
Interest and fiscal charges	-	6,306	-	-	-	6,306
Total expenditures	4,373,234	22,763	101,413	17,602	147,486	4,662,498
Excess of revenues over expenditures	(3,589,160)	(22,763)	(59,071)	19,244	92,584	(3,559,166)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	22,770	-	-	-	22,770
Transfers out	(22,770)	-	-	-	-	(22,770)
Total other financing sources (uses)	(22,770)	22,770	-	-	-	-
Net change in fund balances	(3,611,930)	7	(59,071)	19,244	92,584	(3,559,166)
Fund balances - beginning	13,809,221	54	2,115,555	491,836	65,989	16,482,655
Fund balances - ending	\$ 10,197,291	\$ 61	\$ 2,056,484	\$ 511,080	\$ 158,573	\$ 12,923,489

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
September 30, 2023

ASSETS

Current assets:

Cash and cash equivalents	\$ (12,253)
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	<u>(10,532)</u>

Capital assets:

Capital assets, not being depreciated	2,324,679
Capital assets, being depreciated - net	<u>13,818,283</u>
Total capital assets	16,142,962

Net pension asset

	-
Total assets	<u>16,132,430</u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	29,711
---------------------------------------	--------

LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	55,253
Deposits	-
Current portion of notes payable	<u>661,000</u>
Total current liabilities	716,253

Noncurrent liabilities:

Net pension liability	20,643
Notes payable, net of current portion	<u>1,404,000</u>
Total liabilities	2,140,896

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>2,505</u>
--------------------------------------	--------------

NET POSITION

Net investment in capital assets	14,077,962
Unrestricted	<u>(59,222)</u>
Total net position	<u><u>\$ 14,018,740</u></u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

September 30, 2023

	Prior YTD 09/30/22	Current YTD 09/30/23	Plan FY 2024
Operating revenues:			
Sewer service fee	\$ 338,163	\$ 358,888	\$ 2,972,299
Service connection fees	155,400	4,100	247,600
Operating grants	-	-	-
Total operating revenues	<u>493,563</u>	<u>362,988</u>	<u>3,219,899</u>
Operating expenses:			
Personnel expenses	(124,102)	(123,606)	(738,432)
General and administrative	(128,211)	(117,689)	(1,246,753)
Depreciation	-	-	(510,000)
Total operating expenses	<u>(252,313)</u>	<u>(241,295)</u>	<u>(2,495,185)</u>
Operating Income (Loss)	241,250	121,693	724,714
Nonoperating revenues (expenses):			
Interest income	10,447	5,250	12,500
Interest and agent fee expense	(12,961)	(21,811)	(305,145)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(2,514)</u>	<u>(16,561)</u>	<u>(292,645)</u>
Change in net position	238,736	105,132	432,069
Capital Contributions	-	-	-
Net position - beginning of year	<u>13,508,454</u>	<u>13,913,607</u>	<u>13,913,607</u>
Net position - Sep-30	<u>\$ 13,747,190</u>	<u>\$ 14,018,740</u>	<u>\$ 14,345,676</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
September 30, 2023

	<u>Current YTD</u> <u>09/30/23</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 509,240
Payments to suppliers/operating costs	(1,008,582)
Net cash provided by operating activities	<u>(499,342)</u>
Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Acquisition and construction of capital assets	(506,302)
Interest paid on capital debt	(21,811)
Net cash used by capital and related financing activities	<u>(528,113)</u>
Cash flows from investing activities:	
Interest income received	<u>5,250</u>
Net increase (decrease) in cash and cash equivalents	(1,022,205)
Cash and cash equivalents - beginning of year	<u>1,009,951</u>
Cash and cash equivalents - Sep-30	<u><u>\$ (12,254)</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

September 30, 2023

	Prior YTD 09/30/22	Current YTD 09/30/23	Budget FY 2024	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 208,823	\$ 118,265	\$ 5,829,015	2.03%
Local Taxes	423,789	297,995	4,126,293	7.22%
Intergovernmental	121,066	122,169	2,152,692	5.68%
Licenses and permits	97,105	12,616	157,647	8.00%
Charges for services	40,896	25,914	219,885	11.79%
Federal, State, and Local Grants	-	29,800	4,908,000	0.61%
Other	28,544	177,315	241,000	73.57%
Total Revenues	<u>920,223</u>	<u>784,074</u>	<u>17,634,532</u>	<u>4.45%</u>
EXPENDITURES				
Current				
General government	(507,102)	(593,184)	(2,494,748)	23.78%
Community Development	(172,592)	(213,207)	(1,481,219)	14.39%
Public Works	(140,604)	(148,025)	(695,449)	21.28%
Parks and Recreation	(238,289)	(227,162)	(1,136,902)	19.98%
Capital Projects	(4,175,938)	(3,191,652)	(22,907,098)	13.93%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(5,234,525)</u>	<u>(4,373,230)</u>	<u>(28,715,416)</u>	<u>15.23%</u>
Excess (deficiency) of revenues over (under) expenditures	(4,314,302)	(3,589,156)	(11,080,884)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	6,571,887	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	-	
Transfers out	(4,169,946)	(22,770)	(5,964,258)	
Total Other Financing Sources	<u>3,101,941</u>	<u>(22,770)</u>	<u>8,535,742</u>	
Net Change in Fund Balance	<u>\$ (1,212,361)</u>	<u>\$ (3,611,926)</u>	<u>\$ (2,545,143)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ 97,699		
Restricted Fund Balance		-		
Assigned Fund Balance		5,294		
Nonspendable Fund Balance		(2,256,000)		
Unassigned Fund Balance		(1,458,919)		
Net Change in Fund Balance		<u>\$ (3,611,926)</u>		

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

September 30, 2023

	YTD 09/30/23	Budget FY 2024
Revenues:		
Interest	\$ -	\$ -
Total Revenues	-	-
 Expenditures:		
Principal	(16,457)	(1,056,315)
Interest	(5,929)	(1,444,876)
Dues and Fees	(377)	-
Total Expenditures	(22,763)	(2,501,191)
 Net excess (deficiency) of revenues over expenditures	 (22,763)	 (2,501,191)
 Other Financing Sources (Uses):		
Transfers In	22,770	3,356,753
Transfers Out	-	-
Total Other Financing Sources (Uses)	22,770	3,356,753
 Net Change in Fund Balance	 \$ 7	 \$ 855,562

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
September 30, 2023

	Prior YTD 09/30/22	Current YTD 09/30/23	Budget FY 2024
REVENUES:			
State shared revenue	\$ 41,621	\$ 42,342	\$ 497,966
Grant Revenue	-	-	-
Total revenues	<u>41,621</u>	<u>42,342</u>	<u>497,966</u>
EXPENDITURES:			
Personnel expenses	(71,664)	(81,404)	(311,939)
Public works	(959,153)	(15,865)	(4,203,833)
Capital projects	(195,905)	(4,145)	(20,000)
Total expenditures	<u>(1,226,722)</u>	<u>(101,414)</u>	<u>(4,535,772)</u>
Net excess (deficiency) of revenues over expenditures	(1,185,101)	(59,072)	(4,037,806)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,866,910
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,866,910</u>
Net change in fund balance	<u>\$ (1,185,101)</u>	<u>\$ (59,072)</u>	<u>\$ (2,170,896)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
September 30, 2023

	Prior YTD 09/30/22	Current YTD 09/30/23	Budget FY 2024
REVENUES:			
Storm Water Fees	\$ 33,966	\$ 36,846	\$ 210,417
Other	-	-	-
Total revenues	<u>33,966</u>	<u>36,846</u>	<u>210,417</u>
EXPENDITURES:			
Personnel expenses	(12,974)	(15,558)	(62,830)
General and administrative	(2,755)	(2,046)	(28,560)
Capital	(625)	-	(300,000)
Total expenditures	<u>(16,354)</u>	<u>(17,604)</u>	<u>(391,390)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	<u>\$ 17,612</u>	<u>\$ 19,242</u>	<u>\$ (180,973)</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

September 30, 2023

	Prior YTD 09/30/22	Current YTD 09/30/23	Budget FY 2024
REVENUES:			
Solid waste collection fees	\$ 229,287	\$ 240,070	\$ 1,408,678
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	<u>229,287</u>	<u>240,070</u>	<u>1,408,678</u>
EXPENDITURES:			
Personnel expenditures	(21,967)	(23,373)	(97,148)
General and administrative	(11,587)	(27,675)	(101,900)
Contracted services	(185,247)	(96,441)	(1,055,000)
Capital	-	-	-
Total expenditures	<u>(218,801)</u>	<u>(147,489)</u>	<u>(1,254,048)</u>
Net excess (deficiency) of revenues over expenditures	10,486	92,581	154,630
OTHER FINANCING SOURCES (USES):			
Transfers in	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 10,486.0</u>	<u>\$ 92,581.0</u>	<u>\$ 154,630.0</u>

Appendix A – Budgetary Transfers - Cumulative



BUDGETARY TRANSFERS -Cumulative

(Appendix A)

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budget	2023-24 Budget Carr	2023-24 Budg	2023-24 Budget Trans	2023-24 Revised Budget
110 E 41000 148 000 000000 000	GOV - Education/Training	2,000.00	0.00	0.00	1,000.00	3,000.00
110 E 41000 210 000 000000 000	GOV - Postage	4,000.00	0.00	0.00	-200.00	3,800.00
110 E 41000 212 000 000000 000	GOV - Employee Engagement	0.00	0.00	0.00	5,100.00	5,100.00
110 E 41000 220 000 000000 000	GOV - Printing	7,000.00	0.00	0.00	2,000.00	9,000.00
110 E 41000 230 000 000000 000	GOV - Publicity/Dues	10,500.00	0.00	0.00	1,500.00	12,000.00
110 E 41000 241 000 000000 000	GOV - Electric	16,000.00	0.00	0.00	-1,500.00	14,500.00
110 E 41000 252 000 000000 000	GOV - Legal Services	100,000.00	0.00	0.00	-19,000.00	81,000.00
110 E 41000 253 000 000000 000	GOV - Accounting & Auditing Se	31,000.00	0.00	0.00	10,000.00	41,000.00
110 E 41000 259 000 000000 000	GOV - Other Professional Servi	22,000.00	0.00	0.00	-2,620.00	19,380.00
110 E 41000 266 000 000000 000	GOV - Repair & Maintenance Bui	20,000.00	4,291.60	0.00	12,500.00	36,791.60
110 E 41000 280 000 000000 000	GOV - Travel	1,000.00	0.00	0.00	3,000.00	4,000.00
110 E 41000 287 000 000000 000	GOV - Meals & Entertainment	4,000.00	0.00	0.00	2,000.00	6,000.00
110 E 41000 290 000 000000 000	GOV - Contracted Service	10,000.00	0.00	0.00	15,869.00	25,869.00
110 E 41000 296 000 000000 000	GOV - Keep Lakeland Beautiful	13,000.00	6,863.75	0.00	-4,304.00	15,559.75
110 E 41000 299 000 000000 000	GOV - Contingency	2,000.00	0.00	0.00	-2,000.00	0.00
110 E 41000 300 000 000000 000	GOV - Neighborhood Watch	12,000.00	0.00	0.00	-8,500.00	3,500.00
110 E 41000 310 000 000000 000	GOV - Office Supplies & Materi	10,000.00	0.00	0.00	6,200.00	16,200.00
110 E 41000 320 000 000000 000	GOV - Operating Supplies	1,000.00	0.00	0.00	1,800.00	2,800.00
110 E 41000 932 000 000000 000	GOV - Building Improvements	60,000.00	272,245.05	0.00	-27,500.00	304,745.05
110 E 41000 951 000 000000 000	GOV - Furn & Fixtures	25,000.00	0.00	0.00	-15,600.00	9,400.00
110 E 41330 148 000 000000 000	BOC - Education/Training	1,000.00	0.00	0.00	500.00	1,500.00
110 E 41330 280 000 000000 000	BOC - Travel	0.00	0.00	0.00	4,000.00	4,000.00
110 E 41330 287 000 000000 000	BOC - Meals & Entertainment	0.00	0.00	0.00	500.00	500.00
110 E 41330 288 000 000000 000	BOC - Vol Appreciation Dinner	4,000.00	0.00	0.00	4,900.00	8,900.00
110 E 41330 290 000 000000 000	BOC - Contracted Services	0.00	0.00	0.00	60,000.00	60,000.00
110 E 41500 148 000 000000 000	FIN - Education/Training	9,000.00	0.00	0.00	-5,830.00	3,170.00
110 E 41500 290 000 000000 000	FIN - Contracted Service	15,000.00	0.00	0.00	9,600.00	24,600.00
110 E 41670 148 000 000000 000	ENG - Education/Training	3,950.00	0.00	0.00	4,500.00	8,450.00
110 E 41670 259 000 000000 000	ENG - Other Professional Servi	30,000.00	0.00	0.00	3,055.00	33,055.00
110 E 41670 773 000 000000 000	ENG - New Canada Rd Improvemer	6,050,000.00	1,024,227.30	0.00	-149,500.00	6,924,727.30
110 E 41670 781 000 000000 000	ENG - Transp Plan Update	85,000.00	0.00	0.00	85,000.00	170,000.00
110 E 41672 261 000 000000 000	INS - Repair & Maintenance Mot	5,000.00	0.00	0.00	1,000.00	6,000.00
110 E 41672 341 000 000000 000	INS - Tools	1,500.00	0.00	0.00	-1,000.00	500.00
110 E 41700 259 000 000000 000	PLN - Other Professional Servi	5,000.00	0.00	0.00	-400.00	4,600.00
110 E 41711 255 000 000000 000	IS - Data Processing Services	176,190.00	0.00	0.00	3,512.00	179,702.00
110 E 41711 948 000 000000 000	IS - Computer Upgrades	34,000.00	0.00	0.00	2,318.94	36,318.94
110 E 43000 259 000 000000 000	PW - Other Prof. Services	10,000.00	0.00	0.00	-2,112.00	7,888.00
110 E 44400 326 475 000000 000	REC - Uniforms - Y Football	5,000.00	0.00	0.00	5,250.00	10,250.00
110 E 44421 290 000 000000 000	IHC - Contracted Service	3,000.00	0.00	0.00	2,500.00	5,500.00
110 E 44710 290 000 000000 000	PRK - Contracted Service	134,000.00	0.00	0.00	-50,000.00	84,000.00
110 E 44710 290 023 000000 000	PRK - Contracted Svc - Storm23	0.00	0.00	0.00	50,000.00	50,000.00
110 E 44710 299 000 000000 000	PRK - Contingency	3,000.00	0.00	0.00	-2,250.00	750.00
110 E 44710 320 000 000000 000	PRK - Operating Supplies	3,500.00	0.00	0.00	-539.00	2,961.00
110 E 44710 333 000 000000 000	PRK - Other Equip Parts & Repa	5,500.00	0.00	0.00	-1,749.94	3,750.06
110 R 36904 000 000 000000 000	Senior Citizens Donations	7,500.00	0.00	0.00	3,000.00	10,500.00
412 E 43250 232 000 000000 000	SEW - Environmental Protection	5,000.00	0.00	0.00	300.00	5,300.00
412 E 43250 252 000 000000 000	SEW - Legal Services	2,000.00	0.00	0.00	6,000.00	8,000.00
412 E 43250 254 000 000000 000	SEW - Arch/Eng/Landscaping	150,000.00	0.00	0.00	-6,000.00	144,000.00
412 E 43250 310 000 000000 000	SEW - Office Supplies &	3,000.00	952.52	0.00	-300.00	3,652.52
416 E 46000 259 000 000000 000	STW - Other Professional Servi	2,500.00	0.00	0.00	-500.00	2,000.00
416 E 46000 280 000 000000 000	STW - Travel	200.00	0.00	0.00	500.00	700.00
424 E 43260 261 000 000000 000	SDW - Repair & Maintenance Veh	8,000.00	0.00	0.00	15,000.00	23,000.00
424 E 43260 295 000 000000 000	SDW - Litter Control	25,000.00	0.00	0.00	-15,000.00	10,000.00

Shelby County Sheriff's Office

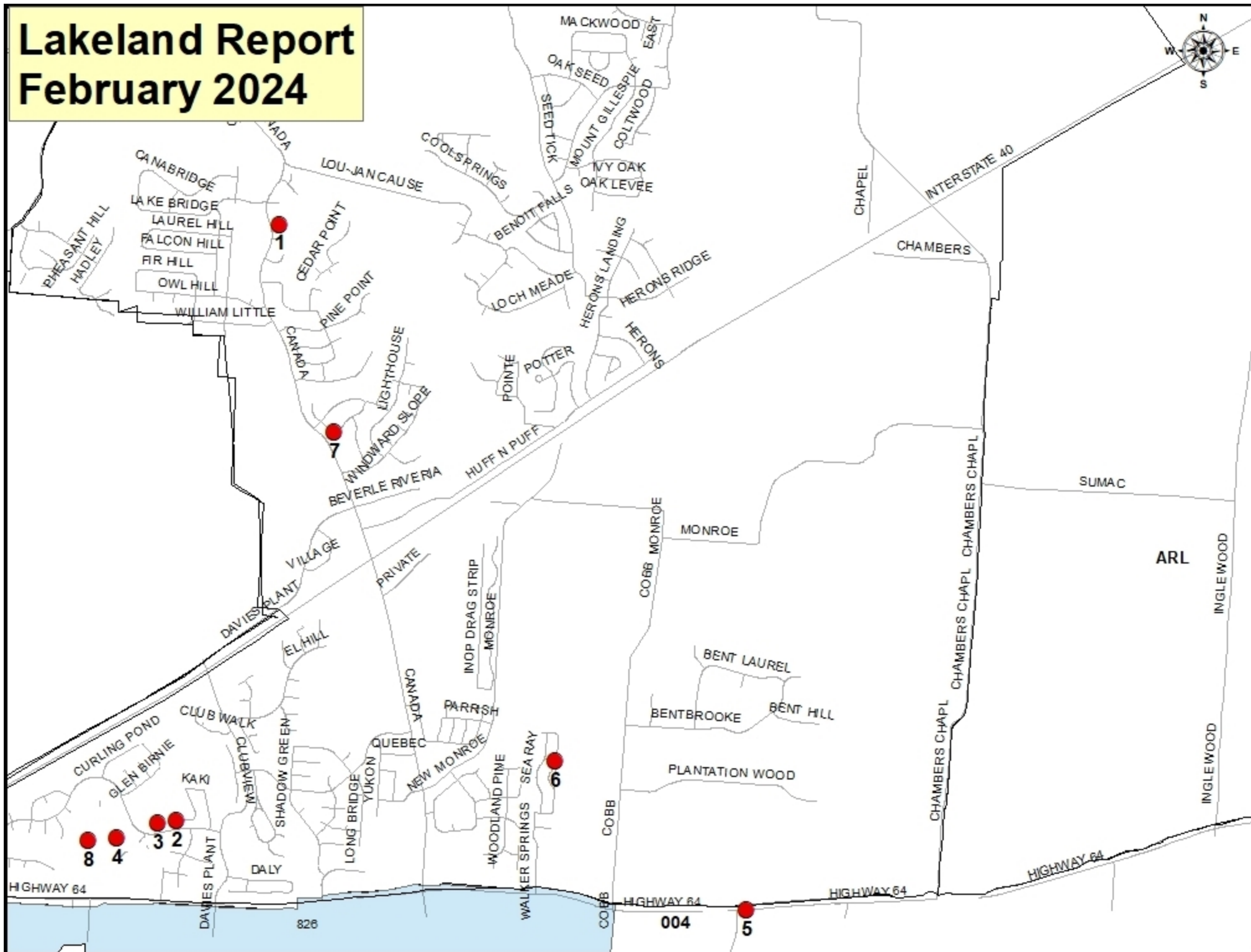


Crime Report

Lakeland
February 2024

Lakeland Report

February 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2402000226SH	Burglary/Residential	THROUGH UNLOCKED DOOR	2/5/24 19:09
2	2402000477SH	MVT/Passenger Vehicle	BROKE REAR WINDOW	2/9/24 21:00
3	2402000646SH	MVT/Passenger Vehicle	FRONT DOOR	2/13/24 21:00
4	2402000635SH	Theft from Motor Vehicle	BROKE HOOD	2/14/24 4:12
5	2402000545SH	Theft of Other Trailer		2/12/23 16:00
6	2402001044SH	Burglary/Residential	BROKE REAR WINDOW	2/22/24 13:27
7	2402001174SH	Theft from Motor Vehicle		2/25/24 16:45
8	2402001430SH	MVT/Passenger Vehicle	BROKE	2/29/24 22:00

All Incident Count

Incident 	Count
Burglary/Residential	2
Counterfeiting/Forgery	1
Custodial Interference	1
Impersonation	1
Intimidation	1
MVT/Passenger Vehicle	3
Simple Assault	3
Theft from Motor Vehicle	2
Theft of Other Trailer	1
Grand Total	15

Tracked Count

Tracked Crimes	Feb-24	Jan-24	Feb-23
Agg Assault	0	0	0
Burg Bus	0	0	1
Burg Const	0	0	0
Burg Res	2	0	2
MVT	3	1	2
Other Lar	1	3	0
Robb Ind	0	0	0
Theft Fm Bldg	0	0	0
Theft fm Mot Veh	2	0	4
Vandalism	0	2	0
Totals	8	6	9

END OF PRESENTATION

CITY OF
LAKELAND
TENNESSEE

City Manager's Report
March 2024

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

BOC Priorities Linkage

City Manager's Report

BOC Priorities Linkage

Public Safety	Economic Development
	5 - RES - Approving contract for underbrush clearing (Gateway) 8 - RES - Approving Ashmont development contract
Parks and Recreation Improvements	Enhance City Planning
10 - RES - Approving purchase of Athletic Complex Phase 1 lights	
Road Maintenance	Administrative Support / Other
4 - RES - Approving agreement for pavement preservation 9 - RES - Amending Hwy 70/Seed Tick design contract 11 - RES - Approving paving project change order 12 - RES - Approving New Canada Road design amendment	1 - Approving 2.15.24 BOC minutes 2 - RES - Approving BOC strategic goals 3 - RES - Approving on-call architecture/engineering contracts 6 - RES - Appointing Shelby County SW Regional Board rep 7 - RES - Renewing agreement for Hazardous Waste Facility 13 - RES - Approving facilities use by Lakeland Arts Council 14 - RES - Authorizing arrangements with MVLI for Memorial

CITY OF
LAKELAND
TENNESSEE
City Manager's Report

March Activities

City Manager's Report

March Activities

- Relax Inn purchase
 - SCSO use of facility for training – 3.13.2024
 - Shelby County permit – 2 weeks from close
 - Demolition – immediately after permit issued
- Concrete (curb and ADA ramp) work began in Oakwood, will continue in paved areas in March
 - patching of project areas late March, early April
- Arbor Day tree giveaway – 3.16.2024 from 10-noon
- 4U t-ball registration open through 3.24.2024
- Summer and Fall Rec registrations open on website
 - Flag and tackle football, cheer



CITY OF
LAKELAND
TENNESSEE
City Manager's Report

City Staff Highlights

City Manager's Report

City Staff Highlights – March 2024

Birthdays



Emily Harrell
City Engineer
Mar 15
🎂 Happy Birthday



John Hunter
Mar 22
🎂 Happy Birthday

[See all](#)

Anniversaries



Emily Harrell
City Engineer
Mar 23
🎉 14th Anniversary!



Jeremy Jones
Mar 15
🎉 3rd Anniversary!



Andrew Fisher
Parks and Recreation Director
Mar 20
🎉 1st Anniversary!



City Manager's Report Questions?



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 15, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman at 5:30 p.m. on Thursday, February 15, 2024.

II. INVOCATION:

Offered by Mayor Josh Roman.

III. PLEDGE:

Mayor Josh Roman led the pledge to the flag.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present (late arrival, 5:32pm)
Commissioner Michele Dial	Present
Commissioner Connie McCarter	Present
Mayor Josh Roman	Present
Vice Mayor Wesley Wright	Present

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, Parks and Recreation Director Andrew Fisher, Public Works Director Matt Brown, Planning Director Paul Luker, Finance Director Andrea Perkins, ITS Director Josh Thompson, Staff Engineer Paul Posey, Staff Engineer Luis Camarillo Hernandez, Municipal Judge Kim Koratsky, and City Recorder Cheyenne Carter.

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.

For the record: No public comments were heard.

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

This report was offered by Clark Province.

Discussion ensued.

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

Sheriff's Report

- a. December Lakeland Crime Report

For the record: This item was not presented at this meeting.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 15, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

b. January Lakeland Crime Report

For the record: This item was presented first.

This report was offered by Lieutenant Lees.

City Manager's Report

a. February City Manager's Report (in brief) and introduction to Strategic Planning Session

This report was offered by City Manager Michael Walker.

Commissioners' Reports

For the record: These reports were offered after the Municipal Court Semi-Annual Update.

a. Lakeland Board of Education – *Vice Mayor Wright*

This report was offered by Vice Mayor Wright.

b. Municipal Planning and Design Review Commission – *Commissioner Atkinson*

This report was offered by Commissioner Atkinson

c. Community Advisory Board – *Commissioner Dial*

This report was offered by Commissioner Dial.

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

For the record: This item was presented before the Commissioners' Reports without objection.

This report was offered by Municipal Judge Kim Koratsky.

Discussion ensued.

VIII. PUBLIC COMMENTS:

None

IX. SEWERAGE COMMISSION BUSINESS:

None



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 15, 2024, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

X. CONSENT AGENDA:

None

XI. REGULAR AGENDA:

For the record: Mayor Roman motioned to add an agenda item number 13 without objection.

1. Approval of regular meeting minutes – February 1, 2024.

Vice Mayor Wright moved to bring this item to the floor, seconded by Commissioner Atkinson.

Discussion ensued.

Commissioner McCarter motioned to amend the minutes to correct agenda item number 5 to reflect the correct last name of “Swink” seconded by Commissioner Dial.

When the question was called the motion to amend the minutes passed, roll call vote, 5 in favor 0 against (5-0).

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

Discussion ensued.

When the question was called the meeting minutes passed as amended, roll call vote, 5 in favor 0 against (5-0).

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

2. Ordinance – Second and Final 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.

Discussion ensued.



**BOARD OF COMMISSIONERS
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When the question was called the ordinance passed as presented, roll call vote, 5 in favor 0 against (5-0).

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

3. **Resolution** – approving an agreement with VuCon LLC. For the FY24 Concrete project.

Vice Mayor Wright moved to bring this item to the floor, seconded by Commissioner Atkinson.

Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 5 in favor 0 against (5-0).

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

4. **Resolution** – approving an agreement with Standard Construction Company, Inc. for the FY24 Street Paving project.

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice Mayor Wright.

Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 5 in favor 0 against (5-0).

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

5. **Resolution** – approving an agreement with Grinder, Taber & Grinder, Inc. for the Relax Inn Building Demolition project.



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Commissioner Dial moved to bring this item to the floor, seconded by Vice Mayor Wright.

Staff Engineer Paul Posey presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 5 in favor 0 against (5-0).

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

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

Vice Mayor Wright 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, 5 in favor 0 against (5-0).

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

7. **Resolution** – approving the Equestria Planned Development Outline Plan.

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

Planning Director Paul Luker presented this item.

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

Discussion ensued.



**BOARD OF COMMISSIONERS
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Commissioner Atkinson motioned to amend the resolution to include conditions for the outline plan seconded by Commissioner Dial.

For the record: The conditions are as follows:

1. Nefison Drive shall not connect to Maple Walk Drive, but end in a cul-de-sac.
2. Ramblewood Drive connections shall be reviewed and potentially revised to comply with the updated transportation plan.
3. At least twenty (20) percent of residential lots shall be R1 lots.
4. Each lot shall be established with a 10,000 square foot lot size minimum, or equivalent.

When the question was called the motion to amend passed, voice vote, 5 in favor 0 against (5-0).

Discussion ensued.

When the question was called the resolution passed as amended, roll call vote, 3 in favor 2 against (3-2).

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

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

Vice Mayor Wright moved to bring this item to the floor, seconded by Commissioner Atkinson.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 5 in favor 0 against (5-0).

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*

Mayor Roman moved to bring this item to the floor, seconded by Vice Mayor Wright.

Mayor Roman presented this item.



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Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 1 against (4-1).

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

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

Commissioner Dial moved to bring this item to the floor, seconded by Vice Mayor Wright.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

Mayor Roman motioned to table the item seconded by Commissioner Atkinson.

When the question was called the motion to table the item passed, roll call vote, 5 in favor 0 against (5-0).

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

For the record: Regular agenda items number 11, 12 and 13 were addressed during the tabling of this item.

Mayor Roman motioned to remove item 10 from the table and bring back to the floor for discussion and vote, seconded by Commissioner Atkinson.

When the question was called the motion to remove item 10 from the table passed, voice vote, 5 in favor 0 against (5-0).

Discussion ensued.

Mayor Roman motioned to amend the verbiage of resolution R-22-2024 seconded by Commissioner Atkinson.



**BOARD OF COMMISSIONERS
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For the record: The verbiage change to the resolution is as follows:

1. Remove “single phase” from utility service.
2. Remove “attached” from Work Order.
3. Remove Work Order number.
4. Add: “and shall not exceed thirty thousand dollars (\$30,000).
5. Now Therefore Be It Resolved section: remove “approve the Memphis Light Gas and Water Work Order WO1292732” and change to “a work order with Memphis Light Gas and Water”

When the question was called the motion to amend passed, roll call vote, 4 in favor 1 against (4-1).

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

Discussion ensued.

When the question was called the resolution passed as amended, roll call vote, 4 in favor 1 against (4-1).

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

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

Mayor Roman moved to bring this item to the floor, seconded by Vice Mayor Wright.

Vice Mayor Wright presented this item.

Discussion ensued.

For the record: Action to be taken - Vice Mayor Wright will contact the City Attorney Will Patterson to draft a resolution to be brought to a future meeting.

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.



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Vice Mayor Wright moved to bring this item to the floor, seconded by Commissioner Dial.

City Manager Michael Walker and the Board of Commissioners presented this item.

Discussion ensued.

For the record: Mayor Roman suggested discussing the item and deferring the resolution for approval at a future meeting with no objection.

13. **Resolution** – authorizing the City Manager to renew the current contract with Ladd's for the athletic field maintenance services.

Vice Mayor Wright moved to bring this item to the floor, seconded by Commissioner Dial.

Parks and Recreation Director Andrew Fisher presented this item.
Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor, 0 against, 1 abstention (4-0-1).

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

XII. ANNOUNCEMENTS:

Planning Director Paul Luker announced a reminder of the special called joint meeting with the Board of Commissioners and the Municipal Planning Commission for the Transportation Plan on February 29th, 2024.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:39 p.m. on Thursday, February 15, 2024.



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These minutes were approved on March 7, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

DRAFT



Board of Commissioners

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - 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 approve 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

The attached resolution documents the priorities of the Board of Commissioners, as discussed at the strategic planning agenda item on February 15, 2024.

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:

1. *Enhance City Planning:* Complete the adoption of revised Land Development Regulations and implement both the PULSE Comprehensive Plan and Land Development Regulations, communicating the relevant changes to developers, residents, and constituents.
2. *Public Safety:* Coordinate with public safety partners to support facility needs, explore additional community lighting to enhance public safety and crime prevention, explore ways to utilize contract security services for enhanced safety in Lakeland on the borders with neighboring communities, and develop funding strategies for implementing a roundabout system for traffic safety on the Highway 70 corridor.
3. *Economic Development:* Focus upon economic development to enhance City of Lakeland amenities and tax base, utilizing the benefits provided within tax increment financing districts and monitor progress against projections.
4. *Parks and Recreation:* Complete construction of the Lakeland Community Center and Phase II of the Memphis Arlington Athletic Complex, while continuing to explore the provision and construction of additional recreational baseball or softball facilities for continued expansion of available program space.
5. *Road Maintenance:* Continue to prioritize road maintenance and paving, utilizing and anticipating areas where preventative treatments for roadway life extension are warranted.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving a contract with Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design for On-Call Architecture and Engineering Services.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-28-2024.

BUDGET IMPACT

The On-Call Contract is per task not to exceed \$50,000 in professional services. The money for each task is budgeted within the total project cost or otherwise funded through Architecture/Engineering/Landscaping Services line item.

DISCUSSION

The On-Call architecture and engineering services contract will be utilized for analysis requiring specialized software and projects which cannot be designed in-house. The contracts are limited to projects with services totaling less than Fifty Thousand Dollars (\$50,000). The City issued an RFQ for on-call architecture and engineering services on January 29, 2024. Eleven (11) proposals were received and evaluated by the Consultant Selection Committee. The committee selected Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design based on their qualifications and experience with similar projects.

RESOLUTION R-28-2024

APPROVING A CONTRACT WITH KIMLEY HORN, GRESHAM SMITH,
RENAISSANCE GROUP, AND 4F DESIGN FOR ON-CALL ARCHITECTURE AND
ENGINEERING SERVICES

WHEREAS, the City desires to have on-call architecture and engineering services; and,

WHEREAS, Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design were selected from eleven proposals received; and,

WHEREAS, Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design are willing and able to provide these services as specified in the Contracted documents; and,

WHEREAS, funding will be appropriated from the General Fund for Architecture, Engineering, and Landscaping Services

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 to attest, a contract with Kimley Horn, Gresham Smith, Renaissance Group, and 4F Design for On-Call Architecture and Engineering services in the amount not to exceed fifty thousand dollars (\$50,000) per task order.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and Gresham Smith herein after referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner seeks On-Call Architecture and Engineering Services; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform services in connection with and respecting each assigned task in order to produce complete project analysis, project design drawings and specifications.

2. TIME OF PERFORMANCE:

The contract shall be effective for a period of three (3) years. The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract "Fee Schedule", not to exceed a fee of Fifty Thousand Dollars (\$50,000) per task.

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit an invoice for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS day of , 2024.

APPROVED AS TO FORM:

CONTRACTOR:
Gresham Smith
1661 International Drive, Suite 400
Memphis, TN 38120

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Cheyenne Carter
City Recorder

Josh Roman
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland.

All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Project, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and Kimley-Horn and Associates, Inc. herein after referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner seeks On-Call Architecture and Engineering Services; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform services in connection with and respecting each assigned task in order to produce complete project analysis, project design drawings and specifications.

2. TIME OF PERFORMANCE:

The contract shall be effective for a period of three (3) years. The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract "Fee Schedule", not to exceed a fee of Fifty Thousand Dollars (\$50,000) per task.

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit an invoice for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS day of , 2024.

APPROVED AS TO FORM:

CONTRACTOR:
Kimley-Horn and Associates, Inc.
6750 Poplar Avenue, Suite 600
Memphis, TN 38138

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Cheyenne Carter
City Recorder

Josh Roman
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Except as required law, regulation, or court order, provided that the Consultant shall give prompt notice to the Owner to enable them to seek a protective order or take other appropriate action.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner. Except as required law, regulation, or court order, provided that the Consultant shall give prompt notice to the Owner to enable them to seek a protective order or take other appropriate action.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland.

All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Project, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and Renaissance Group, Inc. herein after referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner seeks On-Call Architecture and Engineering Services; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform services in connection with and respecting each assigned task in order to produce complete project analysis, project design drawings and specifications.

2. TIME OF PERFORMANCE:

The contract shall be effective for a period of three (3) years. The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract "Fee Schedule", not to exceed a fee of Fifty Thousand Dollars (\$50,000) per task.

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit an invoice for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS day of , 2024.

APPROVED AS TO FORM:

CONTRACTOR:
Renaissance Group, Inc.
9700 Village Circle, Suite 100
Lakeland, TN 38002

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Cheyenne Carter
City Recorder

Josh Roman
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

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9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland.

All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Project, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and 4F Design, P.C. herein after referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner seeks On-Call Architecture and Engineering Services; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform services in connection with and respecting each assigned task in order to produce complete project analysis, project design drawings and specifications.

2. TIME OF PERFORMANCE:

The contract shall be effective for a period of three (3) years. The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract "Fee Schedule", not to exceed a fee of Fifty Thousand Dollars (\$50,000) per task.

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit an invoice for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS day of , 2024.

APPROVED AS TO FORM:

CONTRACTOR:
4F Design, P.C.
5101 Wheelis Drive, Suite 215
Memphis, TN 38117

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Cheyenne Carter
City Recorder

Josh Roman
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

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8. GOVERNING LAW:

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9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland.

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10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Project, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.



Board of Commissioners

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving an agreement with Pavement Technology, Inc. for the FY24 Street Preservation Project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-35-2024.

BUDGET IMPACT

This expenditure is appropriated in the original budget FY24 State Aid Fund.

DISCUSSION

The City of Lakeland Fiscal Year 2024 Street Preservation Project includes placing asphalt rejuvenators within Oakwood Grove, Sterling Place, and Eagle Creek. The City will be utilizing the City of Forest Hills contract with Pavement Technology, Inc. to complete the work.

RESOLUTION R-35-2024

APPROVING AN AGREEMENT WITH PAVEMENT TECHNOLOGY, INC. FOR THE
FY24 STREET PRESERVATION PROJECT

WHEREAS, the City desires to apply asphalt rejuvenator within Oakwood Grove Subdivision, Sterling Place Subdivision and Eagle Creek Subdivision; and,

WHEREAS, Pavement Technology, Inc. is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, the City of Lakeland will utilize the City of Forest Hills contract with Pavement Technology, Inc.; and,

WHEREAS, funding for this contract is appropriated in the original budget for FY24 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 to attest, an agreement with Pavement Technology, Inc. for the FY24 Street Preservation project in the amount of seventy thousand five hundred thirty-nine dollars and ten cents (\$70,539.10).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

February 5, 2024

Ms. Emily Harrell
City Engineer
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Dear Ms. Harrell:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

STREET	FROM	TO	SQUARE YARDS	AMOUNT
ASHLYN VALLEY DR	GRAYSEN GORGE RD	LILA LEVEE LN	2,981	\$3,428.15
GRAYSEN GORGE RD	MAPLE WALK DR	ASHLYN VALLEY DR	1,087	\$1,250.05
GRAYSEN GORGE RD	ASHLYN VALLEY DR	BRIDLE GROVE DR	593	\$681.95
GRAYSEN GORGE RD	BRIDLE GROVE DR	RILEY RIVER RD	1,065	\$1,224.75
BRIDLE GROVE DR	DEAD END W	GRAYSEN GORGE RD	552	\$634.80
HONEY CREEK CV	MAPLE WALK DR	CUL-DE-SAC S	999	\$1,148.85
KING EVERETT CV	MAPLE WALK DR	CUL-DE-SAC S	774	\$890.10
LILLA LEVEE LN	RILEY RIVER RD	ASHLYN VLY DR	1,614	\$1,856.10
LILLA LEVEE LN	ASHLYN VLY DR	MAPLE WALK DR	792	\$910.80
LITTLE LURIE LN	DEAD END S	MT MCKENZIE RD	601	\$691.15
MAPLE WALK DR	LAKELAND TR	GRAYSEN GORGE RD	1,144	\$1,315.60
MAPLE WALK DR	GRAYSEN GORGE RD	KING EVERETT CV	1,344	\$1,545.60
MAPLE WALK DR	KING EVERETT CV	HONEY CREEK CV	1,032	\$1,186.80
MAPLE WALK DR	HONEY CREEK CV	LILA LEVEE LN	1,110	\$1,276.50
MAPLE WALK DR	LILA LEVEE LN	RILEY RIVER RD	2,466	\$2,835.90
MT MCKENZIE RD	LAKELAND TRACE	LITTLE LURIE LN	2,256	\$2,594.40
MT MCKENZIE RD	LITTLE LURIE LN	CHAMBERS CHAPEL RD	3,354	\$3,857.10
RILEY RIVER RD	GRAYSEN GORGE RD	LILA LEVEE LN	2,826	\$3,249.90
RILEY RIVER RD	LILA LEVEE LN	MAPLE WALK DR	1,026	\$1,179.90
RILEY RIVER RD	MAPLE WALK DR	CHAMBERS CHAPEL RD	621	\$714.15

SEA RAY LN	STATES VIEW DR	TRAILHEAD DR	3,288	\$3,781.20
SEA RAY LN	TRAILHEAD DR	SERENITY DR	1,424	\$1,637.60
SERENITY DR	DEAD END W	SEA RAY LN	329	\$378.35
SERENITY DR	SEA RAY LN	WOODMEADE LN	694	\$798.10
STATES VIEW DR	WALKER SPRINGS DR (CIRCLE)	SEA RAY LN	327	\$376.05
STATES VIEW DR	SEA RAY LN	WOODMEADE LN	665	\$764.75
TRAILHEAD DR	SEA RAY LN	WOODMEADE LN	773	\$888.95
WALKER SPRINGS CV	WALKER SPRINGS DR	CUL-DE-SAC E	986	\$1,133.90
WALKER SPRINGS DR	HIGHWAY 64	WALKER SPRINGS CV	5,166	\$5,940.90
WALKER SPRINGS DR	WALKER SPRINGS CV	STATES VIEW DR (CIRCLE)	1,163	\$1,337.45
WOODMEADE LN	STATES VIEW DR	WOODMEADE LN W	1,266	\$1,455.90
WOODMEADE LN	WOODMEADE LN	TRAILHEAD DR	1,546	\$1,777.90
WOODMEADE LN	WOODMEADE LN	TRAILHEAD DR	1,765	\$2,029.75
WOODMEADE LN	TRAILHEAD DR	SERENITY DR	1,563	\$1,797.45
KINGSRIDGE DR	STONECREST CR	SHADOW GREEN LN	3,534	\$4,064.10
KINGSRIDGE DR	SHADOW GREEN LN	VALLEY GREEN CV	3,446	\$3,962.90
SHADOW GREEN CV	SHADOW GREEN LN	CUL-DE-SAC NE	660	\$759.00
SHADOW GREEN LN	VALLEY GREEN LN	SHADOW GREEN CV	1,680	\$1,932.00
SHADOW GREEN LN	SHADOW GREEN CV	KINGSRIDGE DR	1,524	\$1,752.60

SUBTOTAL	60,034	\$69,039.10
MOBILIZATION		\$1,500.00
TOTAL		\$70,539.10

The unit price of \$1.15 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work in accordance with the City of Forest Hills contract specifications. This pricing is in effect until June 30th, 2024.

Actual field measurements will determine final quantities.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

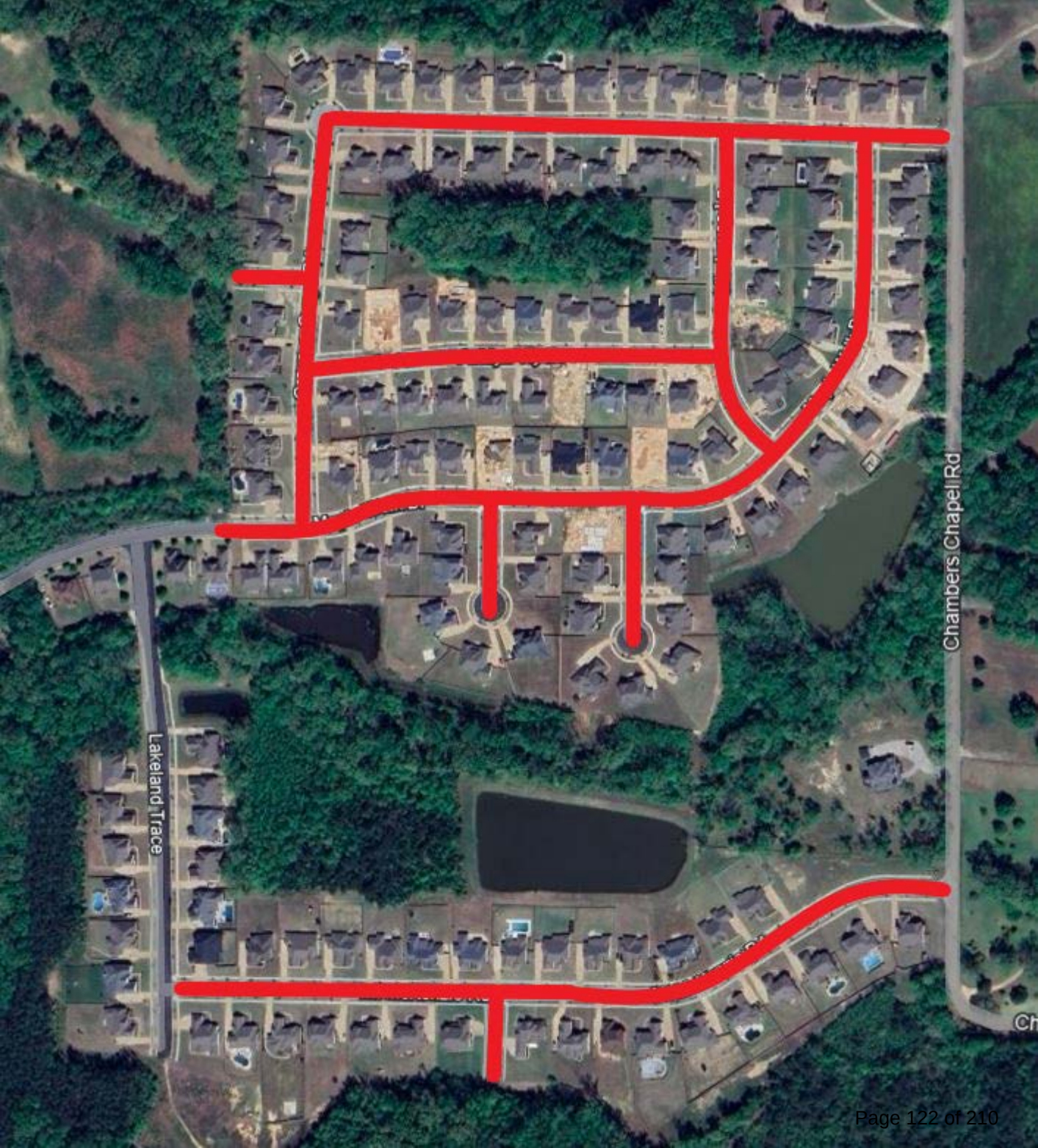
Zack Helm

Zack Helm
zhelm@pavetechinc.com

Cc: Luis Camarillo-Hernandez

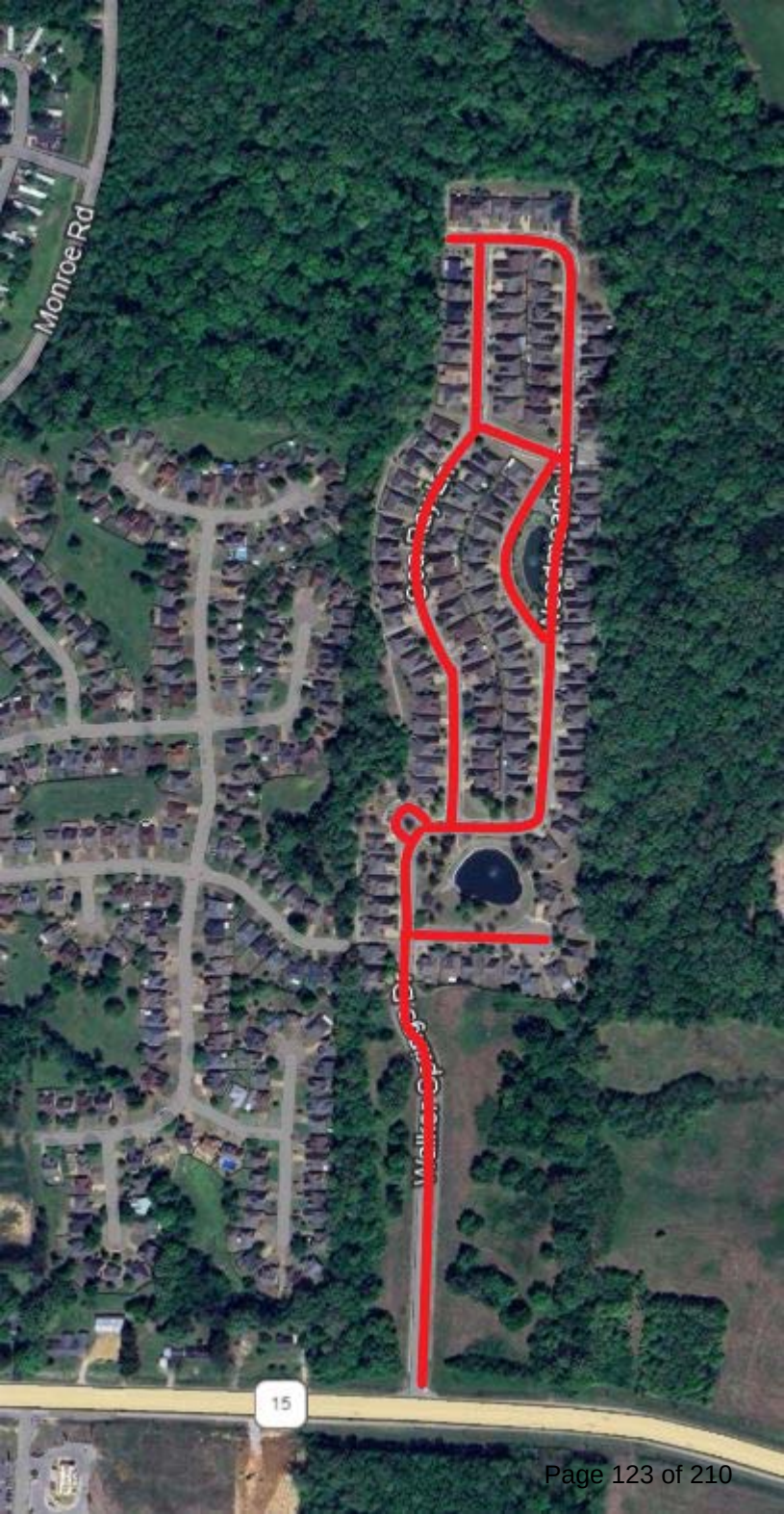
Accepted by: _____ Date





Lakeland Trace

Chambers Chapel Rd



15



Board of Commissioners

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving a contract with Midsouth Forestry Services for underbrush clearing on Parcel ID L0159 00573 and L0159 00574.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-30-2024.

BUDGET IMPACT

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

DISCUSSION

The City obtained quotes to clear underbrush on two City-owned parcels recently purchased from Belz Investco Group located on Beverle Rivera Drive. The underbrush clearing will provide safety by allowing greater sight distance onto the undeveloped property. Tract 1 West Side is 1.43 acres and Tract 2 East Side is 5.47 acres. The underbrush clearing quote provided by Midsouth Forestry Services is sixteen thousand eight hundred and twenty-five dollars (\$16,825.00).

RESOLUTION R-30-2024

APPROVING A CONTRACT WITH MIDSOUTH FORESTRY SERVICES FOR
UNDERBRUSH CLEARING ON PARCEL ID L0159 00573 AND L0159 00574

WHEREAS, the City desires to clear underbrush on two City-owned parcels recently purchased from Belz Investco Group located on Beverle Rivera Drive; and,

WHEREAS, Midsouth Forestry Services provided an estimate for the underbrush clearing; and,

WHEREAS, Midsouth Forestry Services is willing and able to provide these services once issued the Notice to Proceed; 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 to attest, a contract with Midsouth Forestry Services to clear underbrush in the amount of sixteen thousand eight hundred and twenty-five dollars (\$16,825.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

ESTIMATE

Midsouth Forestry Services
20 Avebury Cove
Eads, TN 38028

Midsouthforestryservices99@gmail.
com
+1 (901) 283-6218

Paul Posey

Bill to

Paul Posey
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002

Ship to

Paul Posey
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002

Estimate details

Estimate no.: 1202
Estimate date: 02/19/2024

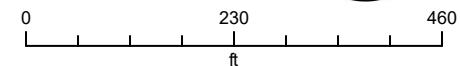
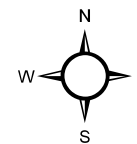
#	Product or service	SKU	Qty	Rate	Amount
1.	Land clearing Clear underbrush for curb appeal and safety reasons. Remove trash found on property. Tract 1 West Side		1	\$7,100.00	\$7,100.00
2.	Land clearing Clear underbrush for curb appeal and safety reasons. Remove trash found on property. Tract 2 East Side		1	\$9,725.00	\$9,725.00
Total					\$16,825.00



**MELVIN BURGESS, ASSESSOR
SHELBY COUNTY, TENNESSEE**

DISCLAIMER: THIS MAP IS FOR PROPERTY ASSESSMENT PURPOSES ONLY. IT IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP AND THEREFORE, SHOULD NOT BE RELIED UPON AS A REPRESENTATION OF ANY PROPERTY FOR ANY PURPOSE.

MAP DATE: February 19, 2024



Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - appointing the Public Works Director to represent the City of Lakeland on the Shelby County Municipal Solid Waste Regional Board.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-31-2024.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

The Shelby County Solid Waste Planning Board is responsible for developing plans to manage solid waste within the region for a ten year planning period to ensure that each region has adequate collection and disposal capacity for municipal solid waste into the future. The Board is further responsible for overseeing, directing and implementing waste reduction efforts that lead the region toward meeting the State-mandated 25% waste reduction and diversion goal.

The Board submits an Annual Progress Report and updates to the Regional Solid Waste Plan annually to the State for review and approval.

Each municipality which provides solid waste collection or disposal services is represented on the Board. The City Engineer has served as the City's representative on the Solid Waste Board since 2009. The Public Works Department currently manages the City's solid waste program, therefore Staff recommends appointing the Public Works Director as the representative for the City on the Shelby County Solid Waste Board.

RESOLUTION R-31-2024

APPOINTING THE PUBLIC WORKS DIRECTOR TO REPRESENT THE CITY OF
LAKELAND ON THE SHELBY COUNTY MUNICIPAL SOLID WASTE REGIONAL
BOARD

WHEREAS, the Shelby County Municipal Solid Waste Regional Board is responsible for managing collection and disposal of municipal solid waste in the region; and,

WHEREAS, the City of Lakeland is allotted one seat on the Shelby County Municipal Solid Waste Regional Board; and,

WHEREAS, the Public Works Director manages the solid waste program for the City of Lakeland:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the Mayor is hereby authorized and directed to appoint the Public Works Director to represent the City of Lakeland on the Shelby County Municipal Solid Waste Regional Board.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving the Second Renewal of the Inter-Governmental Agreement Between Lakeland and Shelby County Government Contract Number CA2400232 related to the Hazardous Household Waste Facility.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-29-2024.

BUDGET IMPACT

This expenditure is budgeted in the fiscal year 2024 annual budget for the Solid Waste Fund.

DISCUSSION

The City of Lakeland, as well as other municipalities in Shelby County, contribute to the Hazardous Household Waste Facility operated by Shelby County Government. The facility provides a site for Lakeland residents to dispose of household hazardous waste such as oil, chemicals, e-waste, etc. The original contract was executed in 2021 and included a term of one year with up to three renewal options. This contract is a second term renewal. The City of Lakeland's cost share is thirty cents per capita, which equals \$3,100.00

RESOLUTION R-29-2024

APPROVING THE SECOND RENEWAL OF THE INTER-GOVERNMENTAL
AGREEMENT BETWEEN LAKELAND AND SHELBY COUNTY GOVERNMENT
CONTRACT NUMBER CA2400232 RELATED TO THE HAZARDOUS HOUSEHOLD
WASTE FACILITY

WHEREAS, the City desires to do participate in the Shelby County Hazardous Household Waste Facility; and,

WHEREAS, the City's annual contribution for operation and maintenance of the facility is thirty (30) cents per capita per annual census; and,

WHEREAS, funding is appropriated in the fiscal year 2024 annual budget for the Solid Waste Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the Mayor is hereby authorized and directed to execute the Second Renewal of the Inter-Governmental Agreement between Lakeland and Shelby County Government Contract Number CA2400232.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

**Second Renewal of Inter-Governmental Agreement
Between Lakeland and Shelby County Government
Contract Number: CA2400232**

THIS RENEWAL AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Lakeland (hereinafter "Lakeland"), a municipal corporation organized under the laws of the State of Tennessee and Shelby County Government (hereinafter "County"), a political subdivision of the State of Tennessee (jointly referred to as "the Parties").

WHEREAS, the Parties previously entered into an Agreement dated March 21, 2022, to set forth the commitment by each party to cooperate and coordinate in providing annual funding for the operation and maintenance of the Shelby County Household Hazardous Waste Facility; and

WHEREAS, the Agreement authorized three (3) one-year renewal periods upon mutual written agreement of the parties and with the same terms and conditions; and

WHEREAS, the Parties now desire to enter into this Agreement for the second renewal period beginning July 1, 2023 through June 30, 2024.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2023 through June 30, 2024.
2. The annual contributions for this renewal Agreement shall not exceed Fifty-Three Thousand One Hundred Dollars (\$53,100.00), payable in accordance with the terms of the Agreement as follows:

City of Lakeland	\$ 3,100.00
Shelby County Government	\$50,000.00

3. The terms and conditions of the original Agreement, except as

amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the

_____ day of _____, 2024.

CITY OF LAKELAND:

SHELBY COUNTY GOVERNMENT:

Mayor

Lee Harris, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM: *(Optional)*

APPROVED AS TO FORM:

City Attorney

Contracts Administration/
Assistant County Attorney

Meeting Cycle: Thursday, March 7, 2024

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

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-10-2024.

BUDGET IMPACT

The development fees collected upon execution of this contract provide \$16,642.37 in General Fund revenue and \$18,600.00 in Sewer Fund revenue.

DISCUSSION

The Ashmont Planned Development is a 100 acre property located on the northwest corner of Canada Road and Davies Plantation Road. This mixed use development includes single family residential, retail, senior living and hotel facilities. The Outline Plan was approved by the Board of Commissioners on June 9, 2022. An amendment to the Outline Plan is included in this agenda for approval. The first phase of the project includes six (6) lots, one (1) in Area 6 and five (5) in Area 7A. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of two hundred thirty-nine thousand one hundred thirty-one dollars and forty cents (\$239,131.40) will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-10-2024

APPROVING A COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT WITH ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 100 acres, also identified by Parcel ID# LO159 00395 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 6 lot subdivision to be known as Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6 ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and BOC, have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the BOC, said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City

RESOLUTION R-10-2024

APPROVING A COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 6
LOT 1 & AREA 7A LOTS 2-6

Engineer and the City Planner or person(s) designated by the City Manager;
and,

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer's compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Recorder attest, a commercial subdivision development contract with Ashmont Developers, LLC for Ashmont Planned Residential Development Area 6 Lot 1 & Area 7A Lots 2-6.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS COMMERCIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, **2024**, by and between **ASHMONT DEVELOPER, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agriculture which contains approximately 99.2 acres, also identified by Parcel ID # L0159 00395 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 6-lot subdivision to be known as **Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6** (“Subdivision”); and

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision plan submitted by Developer with respect to the Subdivision (“Preliminary Development Plan”); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City’s Design Review Commission (“DRC”) approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City’s standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.

State Statute by the MPC and/or the Board of Commissioners (“BOC”), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer’s compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained and all other consideration herein recited, it is understood and agreed as follows:

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan approved by the BOC on June 9th 2022, Outline Plan Amendment approved by the MPC on December 14th 2023 and BOC on February 1st 2024, Preliminary Development Plan approved by the MPC on December 14th 2023 and Construction plans subject to approval by the City Engineer, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee’s intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

7. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer’s obligations hereunder is subject to the approval of the City Attorney.

8. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation,

or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested.”

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker’s compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. “All States Endorsement” is required or a Certificate of the State Worker’s Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker’s compensation insurance, Developer shall not be required to furnish insurance against worker’s compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer’s employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer’s employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer’s failure to comply with Developer’s obligations under this contract;

- (7) Premises and Operations;
- (8) Independent Contractors;
- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

11. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.

- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by

the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(c) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

(d) Developer shall also furnish, in writing, the itemized as-built construction cost of all public improvements.

15. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (2) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of

the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Eighteen Thousand Six Hundred Dollars (\$18,600.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and

associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

35. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Subdivision Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Three Thousand Dollars (\$3,000.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

40. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

41. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

42. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

43. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

44. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

"The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **One Thousand Eight Hundred Dollars (\$1,800.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Two Thousand Three Hundred Dollars (\$2,300.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Seven Hundred Dollars (\$700.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **Four Hundred Fifty Dollars (\$450.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Nine Hundred Twenty-Three Dollars (\$923.00)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Six Hundred Dollars (\$600.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Two Thousand Nine Hundred Ninety Two Dollars (\$2,992.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **Three Hundred Dollars (\$300.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Nine Hundred Ninety-Eight Dollars and Forty Cents (\$998.40)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In

providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

59. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

60. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

61. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

64. Developer agrees to pay a "Payment in-Lieu-of or Dedication for Parkland" in the amount of **Two Thousand Five Hundred Seventy-Eight Dollars and Ninety-Seven Cents (\$2,578.97)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

68. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language "all streets shall be kept clear and free of dirt and debris" in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

69. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

70. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such

litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

71. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

72. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

73. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

74. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

76. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70

LAKELAND, TN 38002
PH: (901) 867-2717

With Required Copies To:
City Engineer; and
City Attorney
At same address as above.

(ii) DEVELOPER
ASHMONT DEVELOPER, LLC
ATTN: VINCE SMITH
355 TARA LANE
MEMPHIS, TN 38111
PH: 901-489-5896

77. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

78. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$18,600.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$3,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$1,800.00
(8)	Construction Inspection Fee	\$2,300.00
(9)	Administrative Review Fee	\$700.00
(10)	Geographical Information Systems Fee	\$450.00
(11)	Natural Resources Inventory & Analysis Fee	\$923.00
(12)	Parkland Improvement Fee	\$600.00
(13)	Tree Removal Fee	\$2,992.00
(14)	Warning Siren Fee	\$300.00
(15)	Parkland Review Fee	\$998.40
(16)	Parkland Dedication Fee	<u>\$2,578.97</u>
	Total	\$35,242.37

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2024**.

DEVELOPER:
ASHMONT DEVELOPER, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, the within named bargainer, a corporation, and that such officer, as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as managing partner, by himself as _____.

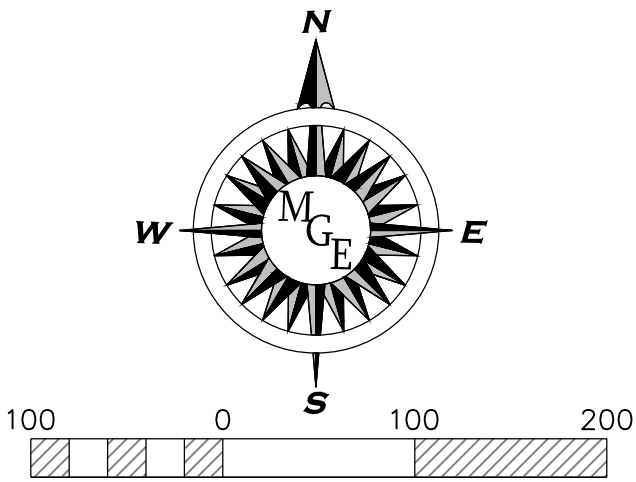
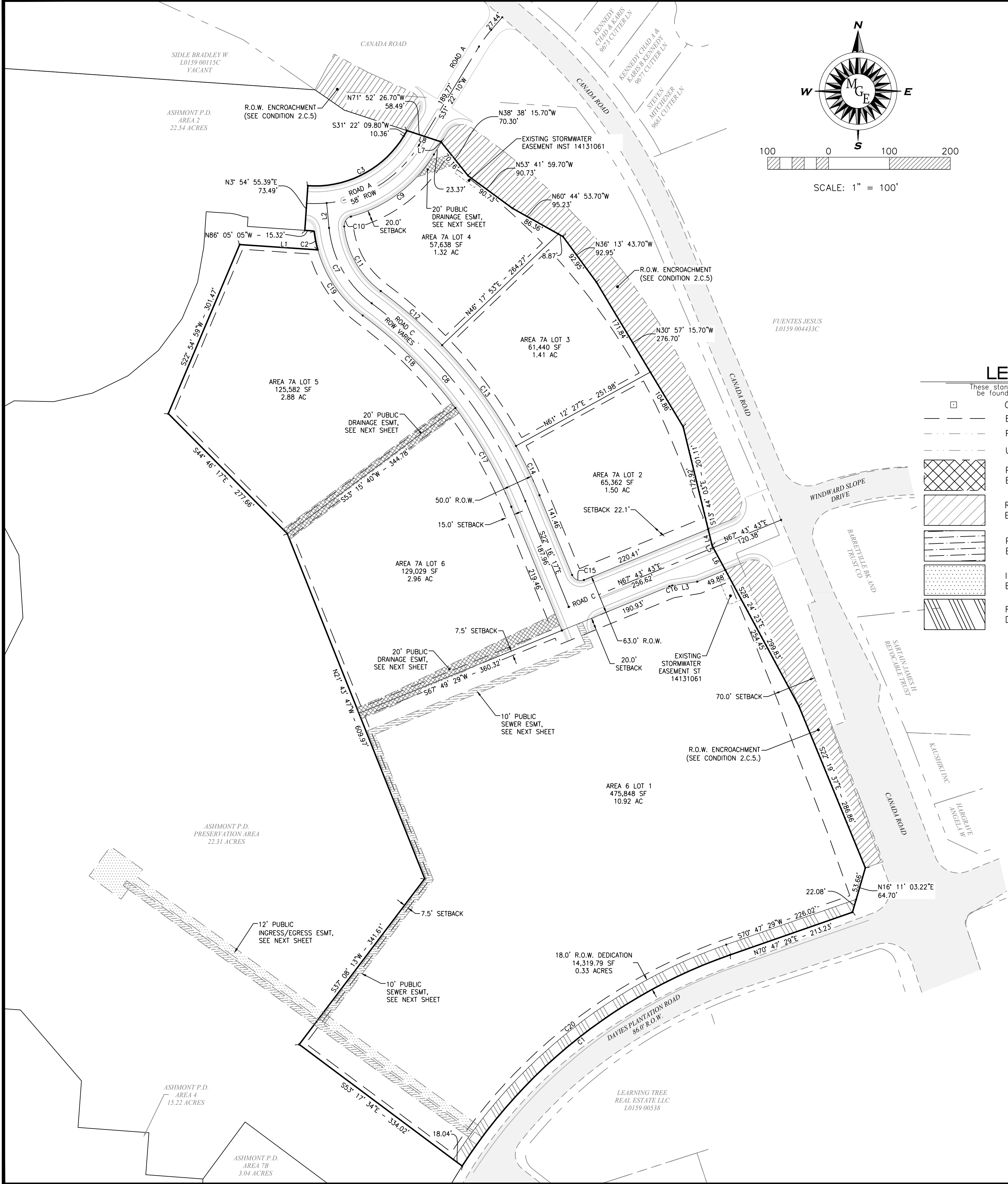
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Ashmont Planned Development Area 6 Lot 1 & Area 7A Lots 2-6				6	Lots	29.9 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$18,600.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00					
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$3,000.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$1,800.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$2,300.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$700.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$923.00			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00					
Warning Siren (per lot)	\$50.00		\$300.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$2,992.00			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$450.00			
Parkland Improvement Fee (per lot)	\$100.00		\$600.00			
Parkland Review Fee	00+\$20/acre		\$998.40			
		Total =	\$32,663.40			
	Acres/Lot = 4.98666667					
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	6				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1				
D=Dedication in acres	D =	0.1764	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$2,578.97			
Total Amount Due			\$35,242.37			



SCALE: 1" = 100'

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	128.45	N86° 05' 05"W
L2	41.06	N5° 31' 24"W
L3	41.59	S80° 51' 45"W
L4	28.19	S13° 44' 03"E
L5	3.64	S28° 24' 27"E
L6	41.74	S28° 24' 27"E
L7	1.14	N38° 38' 16"W
L8	58.49	N71° 52' 27"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	570.56	859.00	38.06	N51° 45' 47"E	560.13
C2	31.58	200.00	9.05	N10° 48' 00"W	31.54
C3	186.67	171.00	62.55	S62° 38' 33"W	177.54
C4	34.05	200.00	9.76	N36° 14' 49"E	34.01
C5	185.38	200.00	53.11	N57° 55' 23"E	178.81
C6	32.95	200.00	9.44	N89° 11' 46"E	32.91
C7	146.43	175.00	47.94	N29° 29' 40"W	142.20
C8	416.49	765.00	31.19	N37° 52' 06"W	411.37
C9	174.55	229.00	43.67	N53° 12' 19"E	170.35
C10	21.09	15.00	80.56	N34° 45' 32"E	19.40
C11	125.51	150.00	47.94	N29° 29' 40"W	121.88
C12	134.61	790.00	9.76	N48° 35' 03"W	134.44
C13	205.72	790.00	14.92	N36° 14' 33"W	205.14
C14	89.77	790.00	6.51	N25° 31' 37"W	89.73
C15	23.56	15.00	90.00	N67° 16' 17"W	21.21
C16	4.81	21.00	13.13	S74° 17' 44"W	4.80
C17	186.85	740.00	14.47	N29° 30' 19"W	186.36
C18	216.03	740.00	16.73	N45° 06' 08"W	215.26
C19	133.14	200.00	38.14	N34° 23' 39"W	130.70
C20	581.27	877.00	37.98	S51° 48' 14"W	570.69

LEGEND

These standard symbols may be found in the drawing.

- CONCRETE MONUMENT
- BUILDING SETBACKS
- PEDESTRIAN/UTILITY EASEMENT
- UTILITY EASEMENT
- PUBLIC DRAINAGE EASEMENT
- RIGHT OF WAY ENCROACHMENT
- PUBLIC SEWER EASEMENT
- INGRESS/EGRESS EASEMENT
- RIGHT OF WAY DEDICATION

NOTES

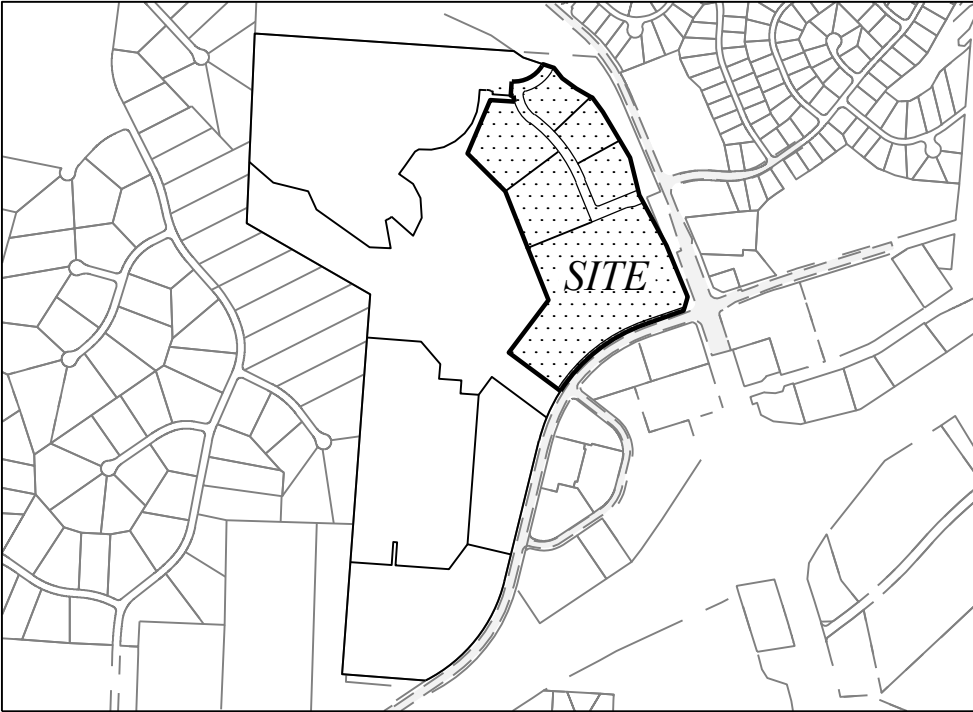
SITE BENCHMARK (T.B.M.): IRON PIN SET IN THE NORTH LINE OF EAST DAVIES PLANTATION ROAD (68' R.O.W.), SAID IRON PIN BEING 47.05' WEST OF THE WEST LINE OF CANADA ROAD (R.O.W. VARIES). ELEVATION: 400.03'

FEMA NOTE: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE PER FLOOD INSURANCE RATE MAP, MAP NO. 47157C0330G, COMMUNITY PANEL NO. 470402 0330 G, EFFECTIVE DATE: FEBRUARY 06, 2013.

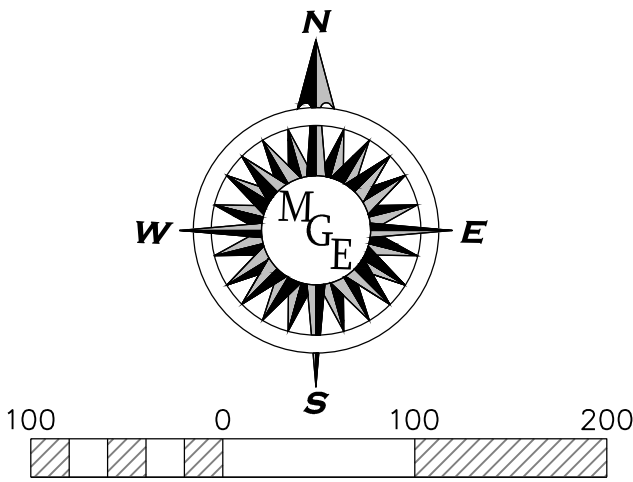
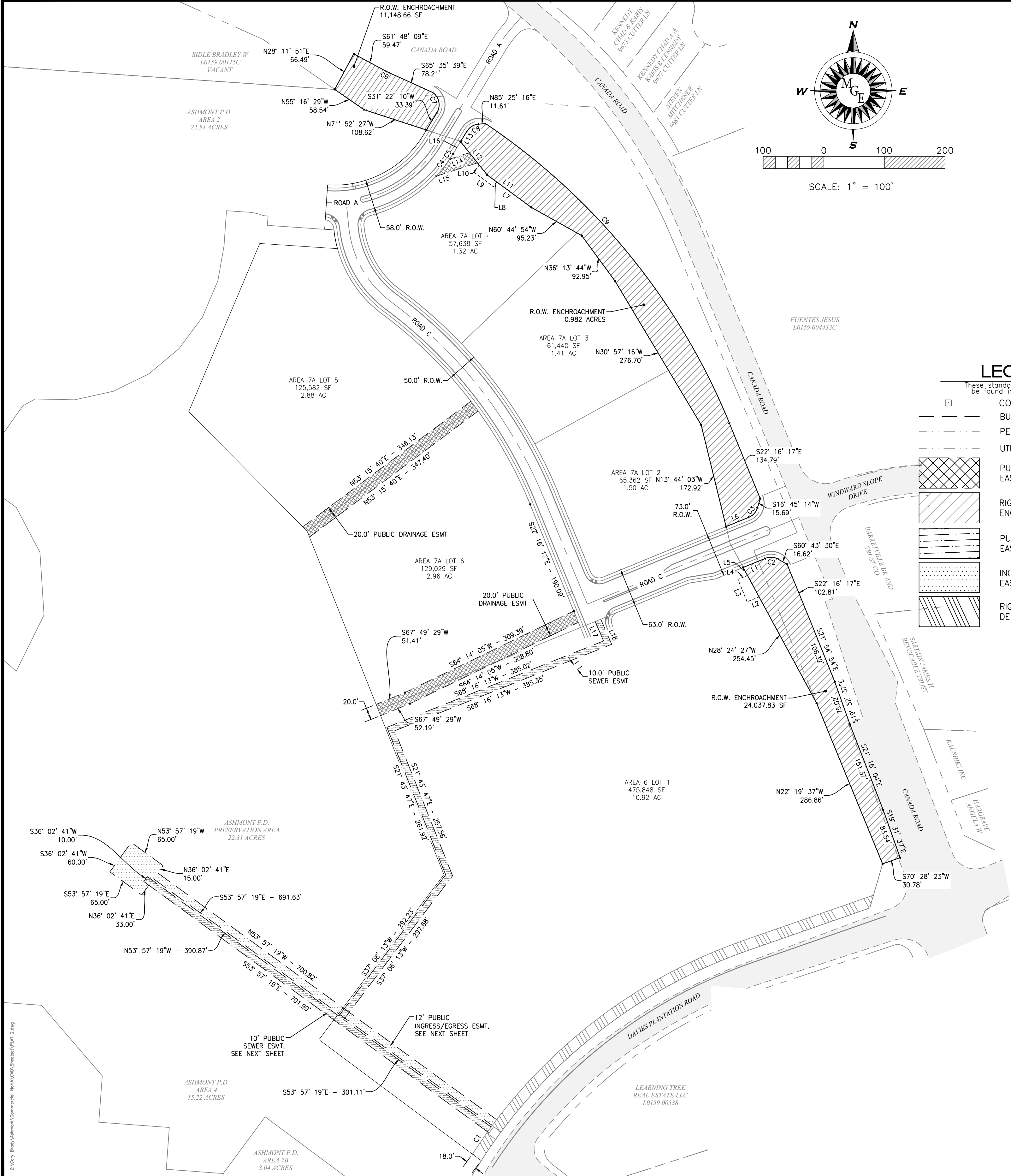
REFER TO PROPERTY OWNER'S ASSOCIATION DECLARATION, RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER _____, FOR PRIVATE INFRASTRUCTURE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES, ARCHITECTURAL CONTROLS/COMMITTEES, AND PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

INGRESS/EGRESS EASEMENT MAY BE RELOCATED WITH SITE PLAN FOR AREA 6 LOT 1

VICINITY MAP
1" = 1,000'



PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017
DATE: JANUARY 2024	SCALE: 1"=100'	SHEET 1 OF 6



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.19	S67° 43' 43"W
L2	21.35	S67° 42' 51"W
L3	40.00	N22° 17' 09"W
L4	17.06	N67° 42' 51"E
L5	14.97	N28° 24' 27"W
L6	40.47	N67° 43' 43"E
L7	70.73	N53° 42' 00"W
L8	9.67	S36° 57' 16"W
L9	40.00	N53° 02' 44"W
L10	14.58	N36° 57' 16"E
L11	90.73	S53° 42' 00"E
L12	70.16	S38° 38' 16"E
L13	19.76	S31° 22' 10"W
L14	34.18	S72° 03' 57"W
L15	71.93	S72° 03' 57"W
L16	23.37	N31° 22' 10"E
L17	34.92	S23° 34' 23"E
L18	45.02	S23° 34' 23"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.42	877.00	2.90	N34° 16' 02"E	44.41
C2	22.49	25.00	51.55	N86° 29' 53"W	21.74
C3	22.24	25.00	50.97	N42° 14' 29"E	21.52
C4	36.26	229.00	9.07	N38° 32' 59"E	36.22
C5	10.57	229.00	2.64	N32° 41' 30"E	10.57
C6	7.28	110.00	3.79	N63° 41' 54"W	7.28
C7	37.86	25.00	86.77	N12° 00' 53"W	34.34
C8	23.58	25.00	54.05	S58° 23' 43"W	22.72
C9	646.51	1095.92	33.80	N39° 10' 17"W	637.17

LEGEND

- These standard symbols may be found in the drawing.
- CONCRETE MONUMENT
 - BUILDING SETBACKS
 - PEDESTRIAN/UTILITY EASEMENT
 - UTILITY EASEMENT
 - PUBLIC DRAINAGE EASEMENT
 - RIGHT OF WAY ENCROACHMENT
 - PUBLIC SEWER EASEMENT
 - INGRESS/EGRESS EASEMENT
 - RIGHT OF WAY DEDICATION

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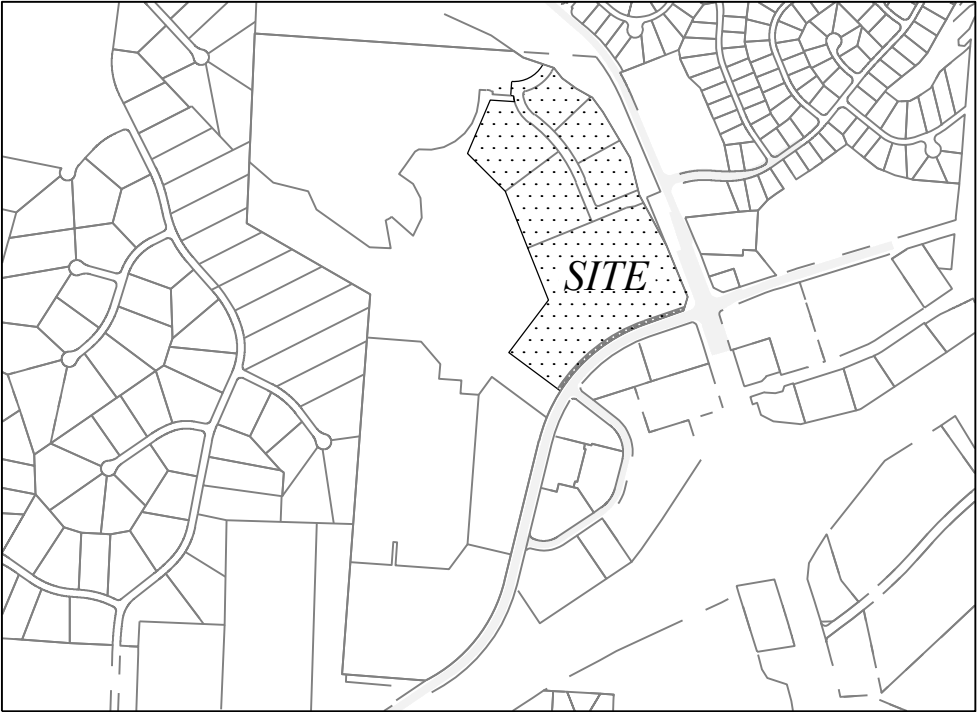
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REFER TO PROPERTY OWNER'S ASSOCIATION DECLARATION, RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER _____, FOR PRIVATE INFRASTRUCTURE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES, ARCHITECTURAL CONTROLS/COMMITTEES, AND PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

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DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017
DATE: JANUARY 2024	SCALE: 1"=100'	SHEET 2 OF 6

I. GENERAL INTENT

This Amended Outline Plan is intended to facilitate the design evolution of the previously approved Ashmont Planned Development (Resolution # R-43-2022). These conditions shall supersede the previously approved Outline Plan conditions. Where conflicts exist, these conditions apply. Where these conditions are silent on a particular provision, the previously approved outline plan conditions shall apply. Where these conditions and the previously approved outline plan conditions are silent on a particular matter, the City of Lakeland's Land Development Regulations adopted at the time of approval shall apply. Refer to the previously approved outline plan (Resolution # R-43-2022) for architectural guidelines.

The land use and bulk regulations prescribed herein are based upon the "Area" classifications defined and delineated by the previously approved outline plan with the following exceptions. Areas 3 and 5, and their associated regulatory provisions, have been omitted, the Area 2 entitlement has been expanded, and the Area 4 entitlement has been relocated to replace the original Area 3 designation.

The design for single-family homes and commercial areas shall follow the previously approved single-family architectural pattern book and commercial architectural pattern book separately on file with the City of Lakeland's planning department.

Per resolution # R-43-2022, the following provisions of the Land Development Regulations shall not apply to any Area within the PD:

1. Maximum Building Coverage;
2. Maximum Impervious + Semi-Pervious Coverage;
3. Minimum Coverage of Front Property Line;
4. Minimum Principal Building Height;
5. Attached Garage Facade Proportion;
6. Facade Requirements, including Transparency, Cap & Base Types, Building Materials, and Building Variety;
7. Conservation Area Requirements (Article II., Section 11) of Lakeland's Land Development Regulations.

II. LAND USE and DEVELOPMENT REGULATIONS

- A. This subdivision is divided into five (5) delineated "Areas" previously classified by the approved outline plan with individual regulatory provisions prescribed for each. (Areas 3 and 5 omitted)

Area 1: C2 - Regional Commercial District as modified;
Area 2: R2 - Suburban Manor District as modified;
Area 4: R4 - Urban Estate District as modified;
Area 6: C2 - Regional Commercial District as modified;
Area 7: C2 - Regional Commercial District as modified.

- B. PERMITTED USES and DESIGN STANDARDS (where applicable)

All uses listed herein are defined by the City of Lakeland Land Development Regulations. Any use not specifically defined by the City's land Development Regulations shall be defined herein.

AREA 1: C2 - Regional Commercial District as modified

- a. This area is intended to permit lodging and housing and residential uses (including multi-family), together with uses typically associated with senior living facilities as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** Uses allowed within the C2 – Regional Commercial District to also include Independent Living, Assisted Living, Nursing Home, and on-site incidental services and amenities.

AREA 2: R2 - Suburban Manor District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. Design for Single-family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations, and City Engineer approval.

AREA 4: R4 - Urban Estate District

- a. This area is intended to permit single-family residential as categorized in Article III, Section 2 of the Land Development Regulations.
- b. Single-family residential uses are permitted in accordance with the bulk regulations assigned herein.
- c. The design for Single-Family homes shall follow the Single-Family Architectural Pattern Book as described in the approved Outline Plan Booklet, in lieu of the residential architectural guidelines in the Land Development Regulations.
- d. Homes may be accessed from a street or alley. All alleys shall be private, owned and maintained by a homeowner's association.
- e. The proposed subdivision may be privatized at the developer's discretion, subject to all applicable regulations.

AREA 6 and 7A: C2 - Regional Commercial District

- a. This area is intended to permit conventional lodging, retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** Hotel/Motel, Neighborhood Retail, General Retail, Large Scale Retail, Liquor Store, Neighborhood Personal Services, General Services, Regional Services, Child Day Care, Outdoor Entertainment, Neighborhood Office, General Office, Taproom/Brewery. Any use not explicitly listed shall be prohibited.
- c. Design for commercial areas shall follow the Commercial Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

AREA 7B: C2 - Regional Commercial District

- a. This area is intended to permit conventional retail, service and office uses as categorized in Article III, Section 2 of the Land Development Regulations.
- b. **ALLOWABLE USES:** All uses permitted within The City of Lakeland's Land Development Regulations' C2 - Regional Commercial District excluding hotels/motels and all prohibited uses listed below.

PROHIBITED USES (ALL AREAS):

Pawn Shop, Smoke or Vape Shop, Outdoor Sales, Vehicular Services and Sales, Laundromat, Commercial Greenhouse or Nursery, Payday or Other Loan Establishment, Adult or Sexually Oriented Business, Tattoo Shop.

C. BULK REGULATIONS

1. AREA 1: C2 Regional Commercial District

- a. Minimum Lot Width: N/A
- b. Minimum Lot Size: N/A
- c. **Building Setbacks:**
 - Davies Plantation Rd: 20-feet
 - Internal Private Dr.: 10-feet
 - Side Yard (Adj. Properties): 20-feet
 - Rear Yard (Adj. Properties): 20-feet
- d. Maximum Building Height: 4-story

2. Area 2: R2 - Suburban Manor District

- a. Front load garages are prohibited. All garages shall be internal side load format.
- b. Minimum Lot Width: 90-feet (Lots 1-37)/ 75-feet (Lots 38-41)
- c. Minimum Lot Size: 13,500sf (Lots 1-37)/ 10,500sf (Lots 38-41)
- d. **Building Setbacks:**
 - Front Yard/Street Side: 25-feet
 - Side Yard: 10-feet
 - Rear Yard: 25-feet
- e. Maximum Building Height: 2-story

3. Area 4: R4 - Urban Estate District

- a. Front load garages are prohibited. All garages shall be rear (alley) load or side (perimeter) load format.
- b. Minimum Lot Width: 50-feet (Alley)/ 75-feet (Perimeter)
- c. Minimum Lot Size: 6,250sf (Alley)/ 9,000sf (Perimeter)
- d. **Building Setbacks:**
 - Front Yard/Street Side: 20-feet
 - Side Yard: 5-feet
 - Rear Yard (Alley): 18-feet
 - Rear Yard (Perimeter): 15-feet
- e. Maximum Building Height: 2-story

Z:\City Body\Ashmont\Commercial North\CA01\Sheets\PLAT 2.dwg

C. BULK REGULATIONS (Continued)

1. Areas 6 & 7: C2 - Regional Commercial District

- a. Minimum Lot Width: 50-feet
- b. Minimum Lot Size: N/A
- c. **Building Setbacks:**
 - Canada Rd*: 70-feet (Measured from back of FUTURE Canada Rd. sidewalk)
 - Davies Plantation Rd: 9-feet (Area 6)/ 20-feet (Area 7a/b)
 - Public Street "A & C": 20-feet
 - Public Street "B": 15-feet
 - Internal Private Dr.: 10-feet
 - Side Yard: 7.5-feet
 - Rear Yard: 7.5-feet
- d. Min. Bldg. Separation: 10-feet (detached only)
- e. Maximum Building Height:
 - Hotel: 5-story
 - All other uses: 2-story

5. Right of Way Encroachment.

- a. In an effort to establish a consistent streetscape and building pattern along Canada Road, the City of Lakeland shall allow encroachment within the Canada Road right-of-way to permit sidewalk, lighting, signage, and landscape related improvements within the current Canada Road right-of-way;
- b. Where applicable, all associated dimensions prescribed by the bulk regulations herein shall be measured from the future Canada Road realignment back of sidewalk.

III. ROADWAYS, ACCESS, and PARKING

A. Roadway Dedication and Improvements:

1. Canada Road: The developer shall not be responsible for dedication of right-of-way or improvements to existing or future Canada Road.
2. Davies Plantation Road: Concurrent with each contiguous phase, the developer shall dedicate 18-feet along the property frontage to provide the balance of an 86-foot public right-of-way. Davies Plantation Road will be improved to provide curb, gutter and sidewalk along the property frontage.
3. All internal public streets shall be dedicated to the City of Lakeland and improved in accordance with the street section provided herein, subject by approval of the City Engineer.
4. All private streets and alley shall be improved in accordance with the street section provided herein, subject by approval of the City Engineer.
5. All private streets and alleys shall be owned and maintained by an owners' association.

B. Access:

1. Refer to Sheet 1 of 6 for the general location of vehicular access with Area 1, Area 6, Area 7A, and Area 7B as described below. The access locations shown are conceptual and may be adjusted to work with final site plans of individual commercial lots.
2. A maximum of 4 curb cuts are allowed on Canada Road as generally illustrated.
3. A maximum of 2 curb cuts along Canada Road may be full-access and must be aligned with proposed Canada Road median openings. Any additional curb cuts may only be right-in/right-out.
4. A maximum of 6 curb cuts are allowed on Davies Plantation Road as generally illustrated. All curb cuts on Davies Plantation Road may be full access.
5. All corner radii at intersections of public streets within the development may be a minimum of 15' at the face of curb.
6. Residential lots within Area 2 shall be accessed from the public street.
7. Residential lots within Area 4 shall be accessed either from the public street or private alley.
8. In Areas 2 & 4, driveways may be a maximum of 18' wide at the curb.
9. In Areas 2 & 4, driveways shall not be closer than 10' from the end of radius of a public street intersection.
10. In Areas 1, 6, and 7, driveways shall not be closer than 50' from the end of radius of a public street intersection.

C. Parking and Loading:

1. Unless otherwise stated, parking and loading shall be provided in accordance with the City of Lakeland Land Development Regulations.
2. The specific type of Senior Living uses in Area 1 shall follow the parking regulations that correspond to the use category:
 - a. Independent Living: 1.25 spaces/studio unit, 1.5 spaces/1 bedroom unit, 1.75 spaces/2 bedroom unit;
 - b. Hospice/Assisted Living/Nursing Home: 0.25 spaces/bed and 1 space/employee.
3. The Planning Commission may approve a alternative parking requirement during Site Plan approval if justification based on industry standards is provided.
4. Head-in parking may be provided within any COS area directly off of the ROW of an interior public street in order to provide convenient resident access to common amenities.

IV. LANDSCAPE, SCREENING, AND COMMON OPEN SPACE

- A. A minimum (25%) of the net land (post dedications) of Ashmont PD area shall be reserved and designated as common area intended for tree preservation and/or passive recreational uses/amenity areas.
- B. In addition to the condition above, a minimum 20% of each commercial/office lot shall be reserved as green space. All pervious areas to include common lawns, landscape areas, streetscapes, bufferyards, etc shall qualify. Urban plazas and/or promenades may qualify when provided as a aesthetic element for the common enjoyment of patrons.
- C. Common Open Spaces areas shall be distributed throughout the residential portions of the planned development.
- D. Common Open Space areas are recommended within the commercial portions of the planned development by not required.
- E. All designated common areas shall be owned and maintained by a Homeowners Association and/or Property Owners Association. At the time that the Phase 1 Final Plan is submitted, the articles of incorporation and bylaws of the Business and Homeowners Associations shall be submitted to staff for review.
- F. Common Area, as designated, is intended to preserve the existing tree canopy, wetlands, and associated vegetation to the most reasonable extent possible while also satisfying the City's Streamside Management Ordinance provisions. Permitted disturbance shall be limited to transitional grading and drainage improvements, stormwater detention facilities, and passive recreational uses only.
- G. The details and specifications for all Landscape Plates, including streetscapes and buffers provided herein supersede the Landscape Plates section of the Ashmont PD Outline Plan Booklet. All on-center tree spacing required by the Landscape Plates are approximate average spacing and may vary along any particular street frontage to work with building facade rhythm, lot layout, utilities, driveway locations, and pedestrian facilities.
- H. Streetscape Plate 1 shall be installed along the property's Canada Road frontage.
 - I. Streetscape Plate 2 shall be installed along the property's Davies Plantation Road frontage.
 - J. Streetscape Plate 3 shall be installed along the Public Street "A" frontages.
 - K. Streetscape Plate 4 shall be installed along the Public Street "B" frontages.
 - L. Streetscape Plate 5 shall be installed along the Public Street "C" frontages.
- M. In Areas 6 & 7, a right-of-way encroachment shall be permitted in facilitation of the Canada Road streetscape Plate as described.
- N. The minimum street tree size shall be 2 inches in caliper for all streetscapes.
- O. All required landscaping shall shall not interfere with any utility easements and may be altered according to MLGW requirements, including utilization of trees with a smaller mature size than required underneath power lines.
- P. Through the Development Agreement process, the Developer may work with City staff to make Landscape Plate modifications.
- Q. Ashmont PD may utilize landscape features such as, but not limited to, masonry columns, icon markers, public art, rail, fencing, and ornamental metal fencing as additional streetscape features or entrance treatments at any entrance into the development or into an Area. Such features shall be submitted to the City with Final Plans.
- R. The parkland dedication requirements for Area 1 shall be determined with the site plan submittal.
- S. All retention ponds are required to have a fountain.
- T. Any walking trails proposed within designated Common Open Space areas shall be a minimum of 5' wide concrete.
- U. Unless otherwise specified, all plant material shall adhere to the minimum size criteria specified in the City of Lakeland's development regulations.

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERSVILLE, TN 38017
DATE: JANUARY 2024	SCALE:	SHEET 3 OF 6

V. SIGNAGE

- A. Signage shall be permitted in accordance with the City of Lakeland Sign Ordinance as modified herein.
- B. One (1) overall development identity ground sign shall be permitted at each public street entrance in to the development to meet the requirements of the Subdivision Entry Sign. These overall development signs shall not count toward the signage allowed for any particular Area or parcel. The overall development identity ground signs shall be submitted to the City with Final Plans.
- C. Within Area 6, all single-occupant buildings and all tenants of a multi-occupant building are allowed a maximum of two wall signs, one facing the primary street frontage and the other facing the parking area entrance. If two wall signs are utilized, the total wall sign area allowed per building (by the Sign Ordinance) shall be calculated based on the linear feet of these two building facades.

VI. SANITARY SEWER & SERVICES

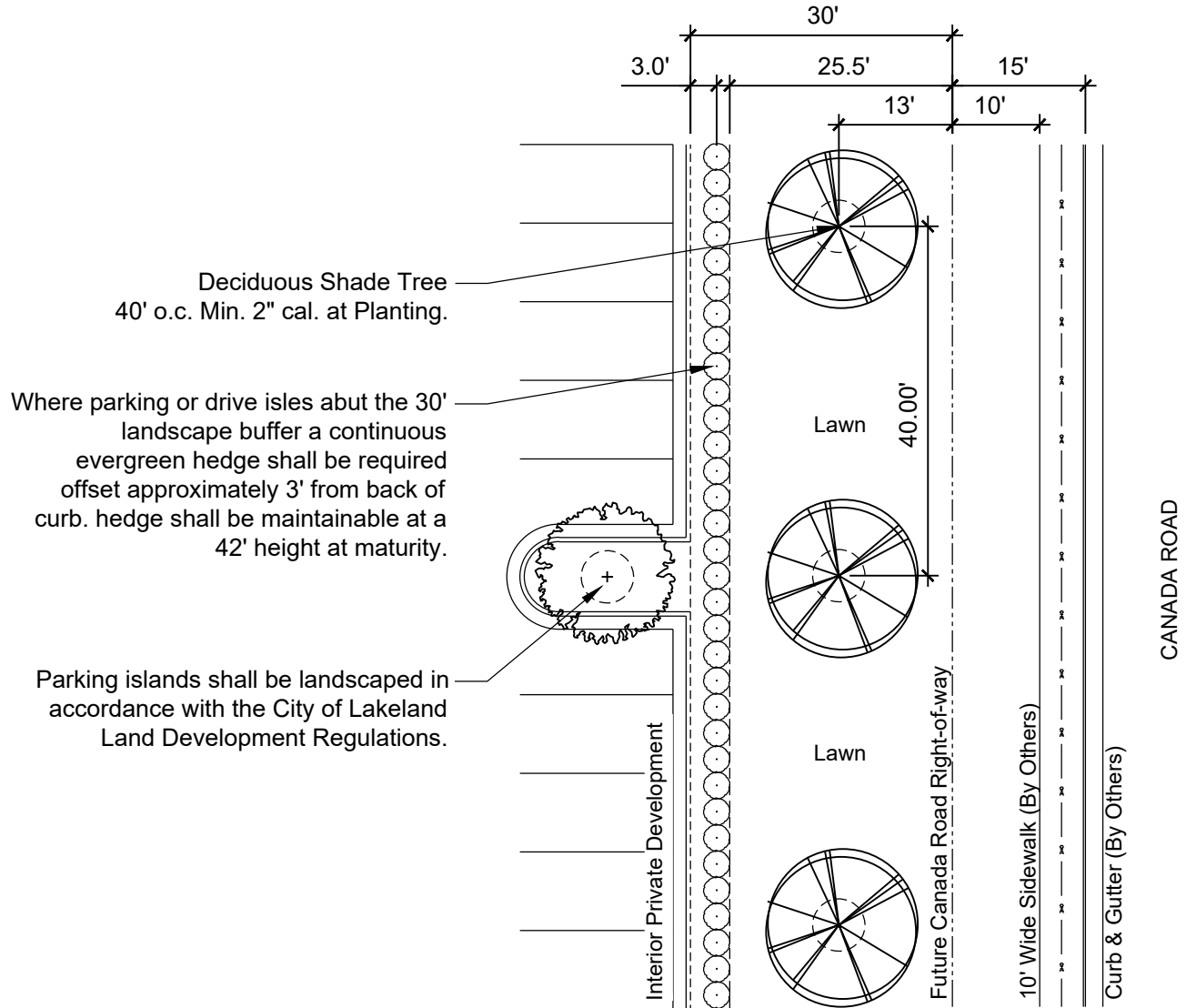
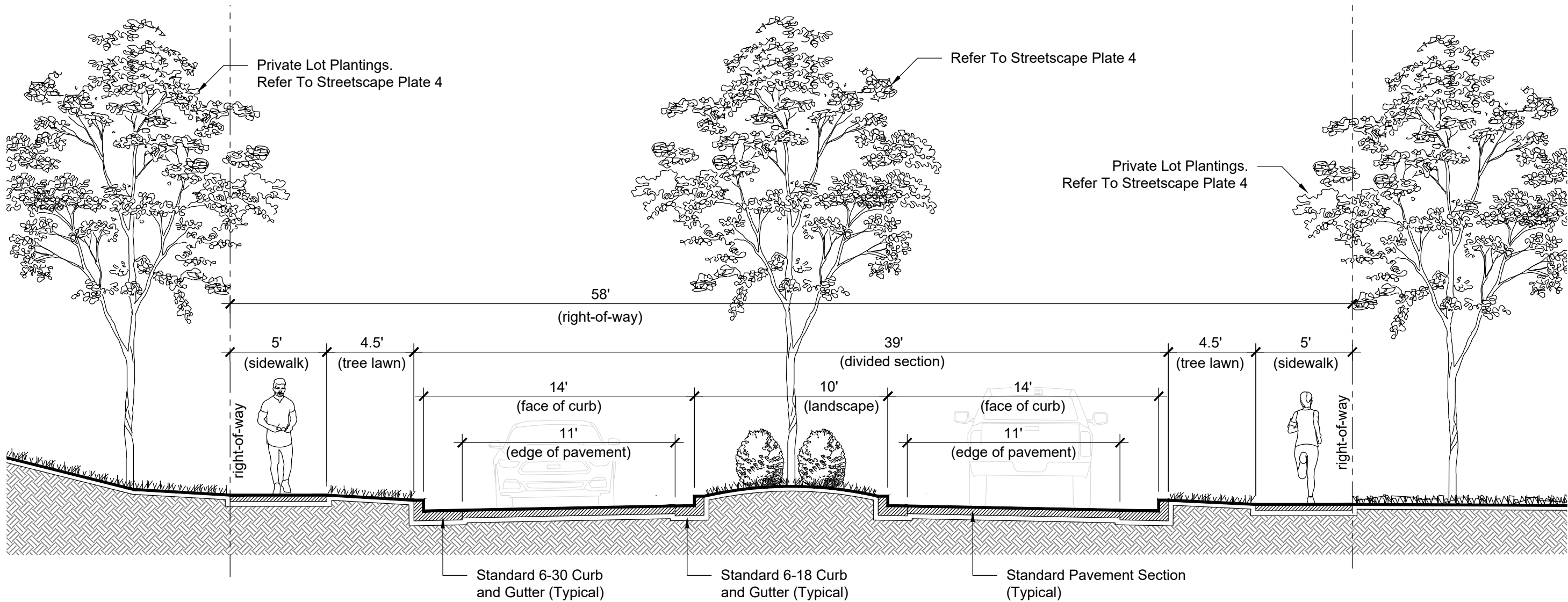
- A. A Master Sanitary Sewer Concept Plan shall be submitted at the time Phase One Plan is submitted for review and approval. The City of Lakeland will provide sewer service.
- B. Sanitary sewer improvements shall be provided by the Developer under contract in accordance with the subdivision regulations and specifications of the City of Lakeland and the State of Tennessee.
- C. Sizes of sanitary sewer lines shall be determined at the time the final construction plans are submitted to the City Engineer.
- D. Sanitary Sewer Plans shall be submitted to the Tennessee Department of Environmental Quality (TDEQ) for written approval.
- E. All sanitary sewer located in a private drive or otherwise outside of a public right-of-way shall be within a public easement.

VII. WATER SERVICE / UTILITIES

- A. A Master Water Service Concept Plan shall be submitted at the time the Phase 1 Plan is submitted for review and approval. The City of Lakeland will provide public potable water service.
- B. Public water improvements shall be provided by the Developer under contract in accordance with MLGW standards.
- C. All water services located in a private drive or otherwise outside of public right-of-way shall be within a public easement.
- D. All utilities and services (telephone, cable, etc.) to be installed underground, except for any 3-phase electric service.
- E. Street light plans, if applicable, will be submitted for review and approval by City as part of final plans. Street lights are not required on roads internal to the development.

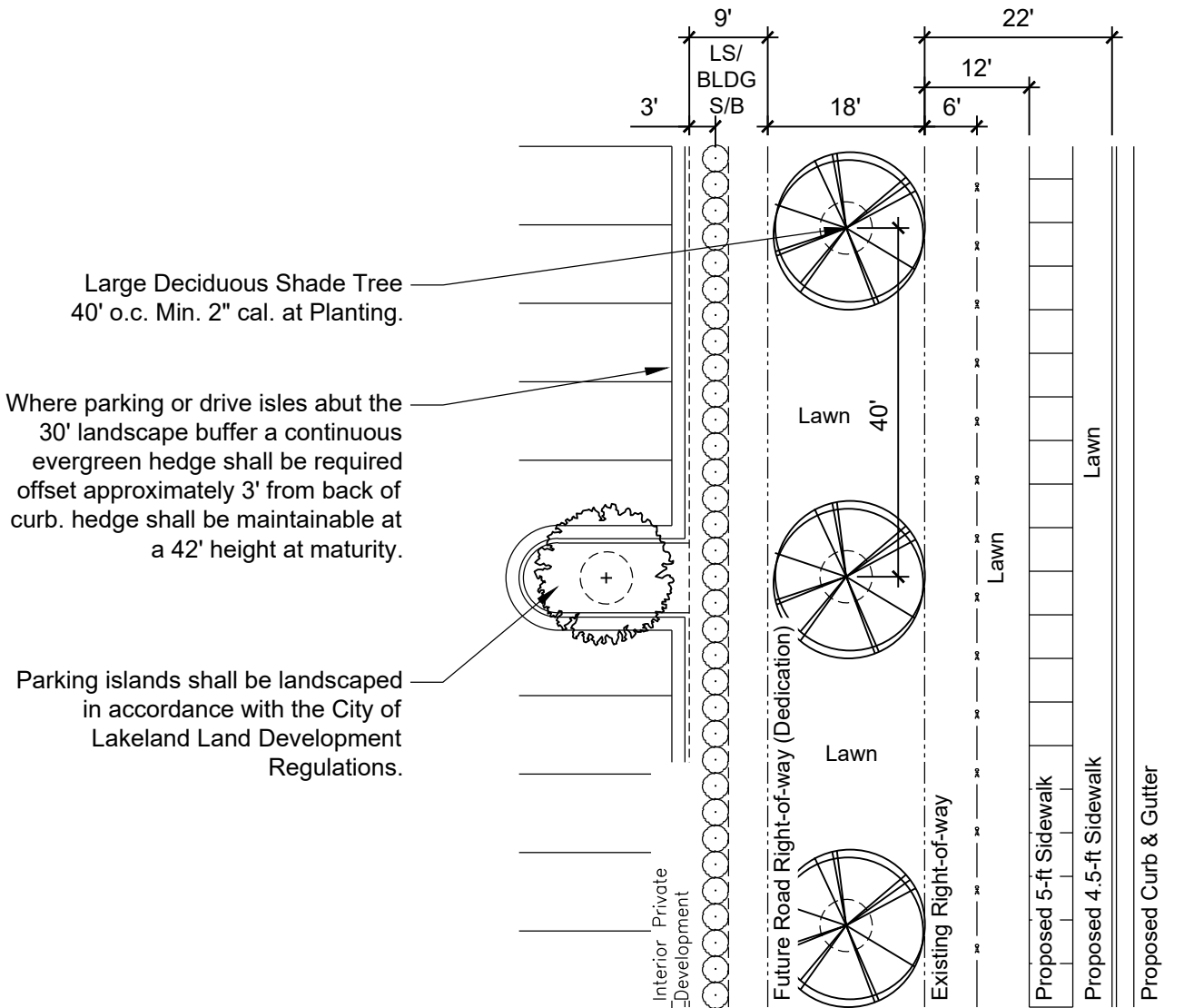
VIII. DEVELOPMENT PHASING

- A. A Preliminary Phasing Plan for Ashmont PD is provided in the PD booklet. Phase boundaries are not required to follow Area boundaries.
- B. The Preliminary Phasing Plan is subject to change as plans are finalized and as market demands fluctuate. Construction of phases may be singular or a mix to meet current and future market demands.
- C. The synchronization of Phases may be modified by the Developer at any time to allow for current and future market demands.
- D. A final site plan / plat for each phase shall be made in accordance with the City of Lakeland Land Development Regulations.
- E. Minor changes may occur with the final plans that do not require Board of Commissioners approval. Minor changes are as defined below:
- Minor changes may include adjustments of lot lines and road or trail alignments within any phase or Area to work with final design and engineering. Lot lines may be added or deleted as a minor change, pursuant to the requirements below.
 - Minor changes may not increase density within any Area, allow additional uses within any Area, or cause any Area line to shift by more than 75-feet.



STREETSCAPE PLATE 1 - CANADA ROAD

1" = 20'-0"



STREETSCAPE PLATE 2 - DAVIES PLANTATION ROAD

1" = 20'-0"

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
ZONE: C-2 w PD OVERLAY		
DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177		ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017
DATE: JANUARY 2024	SCALE:	SHEET 4 OF 6

CERTIFICATE OF OWNERS AND DEDICATION

The undersigned, Ashmont Developer, LLC, hereby certify that they are the owners of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: _____

Vince Smith

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of CANADA ROAD BUSINESS PARK, and he as such owner, executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereunto set my hand and affix my seal this, the ____ day of _____, 20____.

Notary Public
My Commission expires:

CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL – SUBDIVISION

I, _____ do hereby certify that the City of Lakeland Municipal Planning Commission has approved this Final Plat. The signing of this certificate shall in no way be deemed to constitute or effect an acceptance of the dedication of any street, improvement, or other ground shown upon the plat.

Date: _____

MPC Secretary

CERTIFICATE OF PLANNING REVIEW AND COMPLIANCE

The Final Plat and Site Plan Review is reviewed and deemed compliant with the Land Development Regulations, subject to any waivers, modifications, or variances thereof granted by the City of Lakeland.

Date: _____

Code Administrator

CERTIFICATE OF CITY ENGINEER

The Final Plat and Site Plan Review is reviewed and deemed compliant with the Land Development Regulations, subject to any waivers, modifications, or variances thereof granted by the City of Lakeland.

Date: _____

City Engineer

CERTIFICATE OF MORTGAGEE AND DEDICATION

We, the Mortgagee, _____, do hereby freely consent to the Subdivision of this property in accordance with the Final Plat; dedicate the Public Improvements, Easements, or lands herein specifically identified for dedication, to the appropriate agencies as outlined in this Plat and approved by the Municipal Planning Commission of Lakeland, Tennessee for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: _____

Signature of Authorized Agent of Mortgagee

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____ (printed name) of _____, with whom I am personally acquainted and who, upon oath, acknowledged himself to be _____ (title) of the _____, the within named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I hereunto set my hand and affix my seal this, the ____ day of _____, 20____.

Notary Public

My Commission expires: _____

CERTIFICATE OF ENGINEER

I, JOHN McCARTY, a Professional Engineer, do hereby certify that the design of public and private improvements provided for in the Preliminary Plat / Construction Plans / Final Plat (whichever is applicable) are in accordance with acceptable engineering practices, the Tennessee Department of Environment and Conservation, City of Lakeland Manual for Public Works and Materials Specifications, and all City of Lakeland ordinances, including Subdivisions.

In witness whereof, I the said JOHN McCARTY, a Professional Engineer, hereunto set out hand and affix my seal this _____day of _____ 20_____.

Tennessee Registration No. 111644

Professional Engineer

CERTIFICATE OF SURVEYOR

State of Tennessee
County of Shelby

I, Jeff Harris, hereby certify that this is a category I survey and the ratio of precision of the unadjusted survey is at least 1:10,000 as shown hereon. This survey has been made using the latest recorded deed, is in compliance with the current Tennessee Minimum Standards of Practice and is correct to the best of my knowledge and belief.

I, in witness thereof, hereunto set out hand and affix my seal this day of _____, 2023.

Tennessee Registration No. 1818

PRELIMINARY PLANNED DEVELOPMENT		
ASHMONT PLANNED DEVELOPMENT AREA 6 LOT 1 & AREA 7A LOTS 2-6		
LAKELAND, TENNESSEE		
TOTAL AREA 22.92 AC. (998,323 S.F.) - 6 LOTS		
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DEVELOPER: ASHMONT DEVELOPER, LLC PO BOX 772808 MEMPHIS, TN 38177	ENGINEER: MCCARTY GRANBERRY ENGINEERING 198 PROGRESS ROAD COLLIERVILLE, TN 38017	
DATE: JANUARY 2024	SCALE:	SHEET 6 OF 6

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-32-2024.

BUDGET IMPACT

This expenditure will be managed through budget transfers and/or amendments within the General Fund fiscal year 2024 appropriations.

DISCUSSION

The City contracted with Cannon and Cannon to design intersection improvements on Highway 70 at Seed Tick Road. The original scope of services included the design of a traffic signal and widening of Highway 70 to include a dedicated left turn lane. In an effort to reduce ongoing maintenance costs and provide traffic calming on Highway 70, the City requested the consultant review the feasibility of a roundabout at this location. The consultant confirmed that a roundabout is feasible. The proposed roundabout was presented to the Tennessee Department of Transportation (TDOT) who favored the project as well.

Amendment #1 increases the contract amount by \$89,300 for a total contract amount of \$124,900. The additional costs are primarily due to additional roadway design required for the roundabout. The construction cost of the roundabout is expected to be similar to the cost of a traffic signal, however the long maintenance cost is significantly lower for the roundabout. Additionally, the roundabout will provide much needed traffic calming on Highway 70.

RESOLUTION R-32-2024

APPROVING AMENDMENT #1 TO THE AGREEMENT WITH CANNON & CANNON,
INC. FOR THE HIGHWAY 70 AT SEED TICK ROAD INTERSECTION
IMPROVEMENTS PROJECT

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to improve the intersection of Highway 70 at Seed Tick Road; and,
- WHEREAS,** the City entered into an agreement with Cannon & Cannon, Inc. for the design of a traffic signal at the intersection; and,
- WHEREAS,** the City proposes to install a roundabout instead of a traffic signal to decrease long term maintenance costs and promote traffic calming on Highway 70; and,
- WHEREAS,** Amendment #1 revises the scope of work to include design of a roundabout increasing the contract \$89,300 to a total contract amount of \$124,900; and,
- WHEREAS,** funding for the design will be managed through budget transfers and/or amendments within the General Fund fiscal year 2024 appropriations:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

AMENDMENT NO. 1

FOR

DESIGN OF HIGHWAY 70 AT SEED TICK ROAD INTERSECTION IMPROVEMENTS

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____ 2023 by and between City of Lakeland (hereinafter "CITY") and Cannon & Cannon, Inc. (hereafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 15, 2022, for the design of improvements to the intersection of Highway 70 and Seed Tick Road.

WHEREAS, the parties now desire to enter into this Amendment to expand the scope of services provided by CONSULTANT and to increase the amount of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to expand the Scope of Services to include Supplement Request dated August 4, 2023, described in greater detail in Exhibit "A", attached hereto and incorporated fully herein by reference.
2. Section 3 of the Agreement entitled COMPENSATION is hereby amended as follows:

Original Agreement	\$70,600
Amendment No. 1	\$89,300
Total Amount	\$124,900

The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

APPROVED TO AS FORM:

(Highway 70 at Seed Tick Road Intersection Improvements Amend #1)

CITY OF LAKELAND

Cannon & Cannon, Inc..

ATTEST

ATTEST

August 4, 2023

Ms. Emily Harrell P.E.
City Engineer
City of Lakeland
10001 US 70
Lakeland, Tennessee 38002

**RE: Supplemental Scope of Services and Fee Proposal
US 70/Seed Tick Road Roundabout and Roadway Design**

Dear Emily:

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the US 70/Seed Tick Road Roundabout Intersection Modification design.

This effort will utilize unspent funds from the previous signalizations project that was suspended in order to transition to a roundabout intersection design. This project will include project management, engineering analysis documentation, additional field survey, pre-bid services, bid phase services, and construction phase services.

PROJECT OVERVIEW

The engineering services for this project will generally include the additional survey, roundabout design, and signing/marketing plans.

A detailed description of the Scope of Services, Fee, and Schedule is listed on the following pages.

TASK 1 – PROJECT MANAGEMENT

Task 1 will be an ongoing task throughout the project, which will include coordination, status meeting coordination, preparation of meeting minutes, general project management, and accounting activities. The meetings will include a meeting the TDOT Region IV Traffic Engineering to discuss the project design.

TASK 2 – ADDITIONAL FIELD SURVEY

1. Additional ROW survey, including property owner research for a portion of the project not collected during the initial survey. This will primarily be for the portion of the roundabout that is located north of US 70. The survey shall be tied to the Tennessee State Plane Coordinate System NAD83 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
2. Topographic survey including planimetric and utilities.

TASK 3 – PROJECT DESIGN

Plans submittal

1. Concept Plans – Completed
2. Preliminary Plans
3. Right-Of-Way Plans
 - a. Estimate of probable construction cost
 - b. Property acquisition maps and table
 - c. Utility Coordination
 - d. Legals
4. Construction Plans
 - a. Roundabout Lighting Plans (if required) While Lakeland does not generally provide roadway lighting, CCI's experience has been that TDOT may require lighting of a roundabout on a state route given the uniqueness of the design for safety purposes.
5. Final Construction Plans
 - a. Final Estimate of probable construction cost
6. Bid Administration and Specifications
 - a. Construction Set for Bid Administration
 - b. Construction Stakeout data
 - c. Attend Pre-bid Meeting and Respond to Questions

TASK 9 – ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if authorized by the City of Lakeland. Compensation for additional services will be agreed upon before their performance.

- Attendance at public hearings
- Attendance at additional meetings and/or field visits during the Construction Phase
- Construction Engineering and Inspection (CEI)
- Other services as requested

Fee:

The fee development is as follows:

Additional Survey (Topo, base plotting and acquisition plats)	\$ 9,800
Geometric Design	\$ 64,500
Lighting Design (if required)	\$ 10,000
Bid Phase Services	\$ 5,000
<u>Amount Remaining in current Seed Tick Contract</u>	<u>\$ 35,600</u>
Total	\$124,900

The fee amount for this amendment will be \$89,300 when the amount remaining in the current contract is subtracted from the total

If the outlined terms of this proposed budget supplement agreement are acceptable, please have this document signed in the space provided and return a copy via e-mail for our records.

Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Wain Gaskins, P.E.
Vice President

Attachment:

Accepted Printed Name

Signature

Date

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and Cannon and Cannon, Inc., Memphis, Tennessee, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner is undertaking installation of a new traffic signal at the intersection of Highway 70 and Seed Tick Road; and,

WHEREAS, the Project requires professional services for project management, survey, capacity analysis, design, bid services and construction administration; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform the following services in connection with and respecting the Project:

The scope of services related to this project are outlined in the attached Fee Proposal.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period that may reasonably be required for the completion of the Project but will not exceed 180 calendar days from the date of the contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed a lump sum fee of Seventy Thousand Six Hundred Dollars (\$70,600).

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit with the invoice a voucher for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

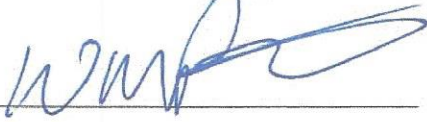
6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS 15th day of November 2022.

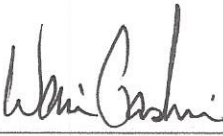
APPROVED AS TO FORM:



CONTRACTOR:

Cannon and Cannon, Inc.
51 Germantown Court, Suite 111
Memphis, TN 38018

ATTEST:

By: 

Title: Vice-President/Principal

By: 

Title: Office Manager

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation


Debra Murrell
City Recorder


Michael Walker
City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by the Lakeland Mayor and Board of Commissioners.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin, or disability.

6. OWNERSHIP OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by the Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUB-CONSULTANT:

The Consultant shall not employ any Sub-consultant to perform any services in the scope of this project, unless said Sub-consultant is approved in writing by the Owner. Said Sub-consultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure and maintain, with insurer acceptable to the owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of the contract.

LIMITS

A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability Premises/Operations Products/Completed Operations Contractual Liability	\$500,000 Per occurrence
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

14. GOVERNMENTAL TORT LIABILITY ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Tort Liability Act, , Tennessee Code Annotated § 20-29-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have including those found in the Tennessee Governmental Tort Liability Act.

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving the purchase of sports field lighting for the Lakeland Athletic Complex Phase I from Musco Sports Lighting through Sourcewell contract #041123-MSL.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-33-2024.

BUDGET IMPACT

The sports field lighting will be purchased through Sourcewell contract #041123-MSL. Sourcewell provides nationally competitive pricing for local governments and schools. This expenditure will require a budget amendment due to the increased cost over estimate, which is anticipated to be presented in April 2024.

DISCUSSION

The sports field lighting for the Lakeland Athletic Complex Phase I will be used to provide a greater experience for recreational program participants. The contract will include all necessary light fixtures, poles, and wiring from the utility service being routed to the site.

RESOLUTION R-33-2024

APPROVING THE PURCHASE OF SPORTS FIELD LIGHTING FROM
MUSCO SPORTS LIGHTING THROUGH SOURCEWELL CONTRACT #041123-MSL

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

WHEREAS, the sports field lighting is available for purchase from Musco Sports Lighting through Sourcewell contract #041123-MSL; and,

WHEREAS, pricing increased approximately \$80,000 from the original cost estimate requiring a budget amendment; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the Lakeland Athletic Complex 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 purchase sports field lighting in the amount of Four Hundred and Twenty-Nine Thousand Dollars (\$429,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7TH day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Lakeland Athletic Complex
Lakeland, TN
Date: February 15, 2024

Sourcewell Materials and Install Quote

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Quotation Price – **Materials Delivered to Job Site and Installation**

(2) Soccer Fields – 30fc\$429,000.00

Notes:

- 1. This is a complete materials and install quote. Under this Sourcewell Quote Musco would serve as the GC for this project and supervise this project from start to finish.***
- 2. This quotes includes the cost of bringing the MLG&W service from the roadway onto the site at the distribution panel located at the corner of the field by the solar panel as we discussed when meeting on site. This cost was not shown on the original budget estimate presented last year as there were no details from MLG&W as to where they would stop or bring there service onto the site. So, they are stopping there service at the roadway and our Electrical Contractor has included the cost of bring the service approximately 300 feet from the road to the distribution location.***

Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All Purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**



Quote

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Based on 480/3 phase power
- Structural code and wind speed = 2021 IBC, 105mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com



American Electrical Cont., Inc.

3405 Pearson Rd.
Memphis, Tennessee 38118
WBE Certified UCA# 83005913 TN Contractor's License #16474

February 14, 2024

MUSCO Lighting
100 1st Avenue W.
Oskaloosa, IA 52577

Attn. Jimmy Jumper

Ref: Lakeland Soccer Install Scope of Work

Mr. Jumper

American Electrical Contractors Inc. Purpose Labor, Material and Equipment for
Electrical Installation at Lakeland, TN.

Pricing Includes:

- #1. (8) 70' Sports Poles with (40) Total LED Fixtures. (Unload, Assemble and Set In place.)
- #2. (1) New 480 Volt Circuit to Poles. (3% Voltage Calculations Applied to Wire Sizes.)
- #3. New Equipment Rack with New 200 Amp 480 Volt Panelboard and Powerzone 120 Volt Panel.
- #3A Installing Approx 300' of underground conduit and wiring to connect to MLG&W Service. (Getting power to the site or distribution panel was not included in original budget estimated presented to the City of Lakeland last March. That cost was identified on the Budget Proposal as an item the owner would be responsible for getting power to the site. However, since MLG&W is stopping their service at the entrance to the park r we have included the additional cost to get power from the road entrance to the site distribution panel located at the corner of the fence by the solar panels as we discussed while on site. So, again this cost will be an adder above the projected budget cost we presented last March)
- #4. (1) MUSCO Contactor Panel on New Equipment Rack.
- #5. Final Check Out for Complete and Operational System.
- #6. Conduit to be Installed with Directional Boring.
- #7. Electric Permit.

Pricing Excludes:

- #1. Design and Engineering Fees.
- #2. Utility Company Fees.
- #3. Repairs of Sod and Landscaping, All Spoils Placed on Site.
- #5. Repair of Damages to Unlocated Utilities Both Private and Public.

Dewayne Adams
American Electrical Contractors, Inc.
(901) 743-5120 - Office
(901) 463-3876 – Cell

dadams@aecincmemphis.com

License #16474

Expiration: 11/30/2024

Class: E

Limit: Unlimited

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving Change Order #1 for the FY24 Street Paving project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve R-38-2024.

BUDGET IMPACT

This expenditure was not appropriated in the Fiscal Year 2024 State Street Aid Fund and would require a subsequent budget amendment.

DISCUSSION

The Board of Commissioners approved a contract with Standard Construction Company, Inc for the FY24 Street Paving project on February 15, 2024. The Board of Commissioners requested staff obtain pricing from the contractor to do patching work in Herons Ridge and on Canada Road south of I-40. The cost estimate for each location is listed below:

LOCATION	AMOUNT
Herons Ridge Subdivision Phases A & B Patching	\$552,408.50
Canada Road Patching, south of I-40	\$160,935.50

Per the existing contract, items whose quantities exceed 25% of the bid estimate are eligible for a price increase. The two items associated with this work which met this criteria were "granular base" and "asphalt patching". Change Order #1 includes the increased cost of material, mobilization, and traffic control needed to do the patching work.

RESOLUTION R-38-2024

APPROVING CHANGE ORDER #1 FOR THE FY24 STREET PAVING PROJECT

WHEREAS, Standard Construction Company, Inc. is under contract for the Fiscal Year 2024 Street Paving Project; and,

WHEREAS, Change Order #1 includes patching work in Herons Ridge Phase A & B Subdivision and Canada Road south of I-40; and,

WHEREAS, Change Order #1 will increase the contract seven hundred thirteen thousand three hundred forty-four dollars (\$713,344) for a total contract price of two million one hundred sixty seven thousand two hundred fifty-nine dollars and eighty-five cents (\$2,167,259.85); and,

WHEREAS, funding for Change Order #1 will be appropriated in the Fiscal Year 2024 State Street Aid Fund through budget transfer:

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, Change Order #1 with Standard Construction Company, Inc. for the Fiscal Year 2024 Street Paving Project contract in the amount of two million one hundred sixty seven thousand two hundred fifty-nine dollars and eighty-five cents (\$2,167,259.85)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Change Order No. 1

Date of Issuance: March 5, 2024
Owner: City of Lakeland
Contractor: Standard Construction Company, Inc.
Engineer:
Project: FY2024 Street Paving Project

Effective Date: March 5, 2024
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Add a line item for Patching in Herons Ridge Phases A & B, estimated price of \$552,408.50 and Patching on Canada Road south of I-40, estimated price of \$160,935.50

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,453,915.85</u>	Original Contract Times: Substantial Completion: <u>August 23, 2024</u> Ready for Final Payment: <u>August 23, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u> </u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u> </u>	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u> </u>	Increase of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,167,259.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 24, 2024</u> Ready for Final Payment: <u>October 31, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u> </u> Engineer (if required)	By: <u> </u> Owner (Authorized Signature)	By: <u> </u> Contractor (Authorized Signature)
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
Date: <u> </u>	Date: <u> </u>	Date: <u> </u>

Approved by Funding Agency (if applicable)

By: Date:
Title:

Date: Tuesday, March 5, 2024

To: Luis Hernandez

From: Pete Hunt; Standard Construction Company, Inc.

RE: Heron's Ridge Patching

We are pleased to submit the following proposal for the above project.

Grade, density, drainage & site conditions to be within industry standards, prior to our mobilization to the site.

- Dirt sub-grade to be plus or minus .10 foot and density to be 95%. Soil cement or limestone to be +/- .02 foot.
- Drainage cannot be guaranteed without at least 1% slope on entire project, both on plans and on-site conditions.

Mobilization	1	LS	\$ 6,500.00/EA	\$ 6,500.00
Asphalt Patching	1069	CY	\$ 449.00/CY	\$ 479,981.00
Sand	625	Tons	\$ 10.00/Ton	\$ 6,250.00
Limestone	1095	Tons	\$ 54.50/Ton	\$ 59,677.50

Total: **\$ 552,408.50**

Above proposal is based on planned or estimated quantity. Final billing is based on actual field quantities. Traffic control, bonds, permits, layout, striping, testing, and engineering are not included.

In the event Standard Construction Company engages counsel to enforce the obligations of this agreement, it shall be entitled to recover all attorney fees and costs incurred in the collection of the indebtedness owed to it.

Thank you for the opportunity to bid this project. If you have any questions please call me at (901) 754 – 5181.

Sincerely, Pete Hunt – Standard Construction

This proposal is valid for 15 days. If not accepted within this time period, it shall automatically become void. Unless specified elsewhere, prices for work covered in this agreement are valid for a period of **SIX WEEKS** from the date of the proposal.

All material is guaranteed as specified. Work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications or plans will be performed only upon signed change order, which shall become a part of this agreement.

In the event of strikes, accidents or other delays beyond our control, Standard Construction Co., Inc. reserves the right to make alterations to this agreement, as it deems necessary.

Owner should carry fire, tornado or other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

All payments, including progress payments, are due and payable within 30 days of invoice date. Balances not paid in the prescribed period will be assessed interest at the rate of 1 ½% per month, or partial month thereof.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. In the event Standard Construction Company engages counsel to enforce the obligations of this agreement, it shall be entitled to recover all attorney fees and costs incurred in the collection of the indebtedness owed to it.

Date: _____

Signature _____

Date: Tuesday, March 5, 2024

To: Luis Hernandez

From: Pete Hunt; Standard Construction Company, Inc.

RE: Canada Road Patching

We are pleased to submit the following proposal for the above project.

Grade, density, drainage & site conditions to be within industry standards, prior to our mobilization to the site.

- Dirt sub-grade to be plus or minus .10 foot and density to be 95%. Soil cement or limestone to be +/- .02 foot.
- Drainage cannot be guaranteed without at least 1% slope on entire project, both on plans and on-site conditions.

Mobilization	1	LS	\$ 3,500.00/EA	\$ 3,500.00
Asphalt Patching	353	CY	\$ 403.50/CY	\$ 142,435.50
Traffic Control	1	LS	\$ 15,000.00/EA	\$ 15,000.00

Total:				\$ 160,935.50
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Above proposal is based on planned or estimated quantity. Final billing is based on actual field quantities. Traffic control, bonds, permits, layout, striping, testing, and engineering are not included.

In the event Standard Construction Company engages counsel to enforce the obligations of this agreement, it shall be entitled to recover all attorney fees and costs incurred in the collection of the indebtedness owed to it.

Thank you for the opportunity to bid this project. If you have any questions please call me at (901) 754 – 5181.

Sincerely, Pete Hunt – Standard Construction

<u>This proposal is valid for 15 days.</u> If not accepted within this time period, it shall automatically become void. Unless specified elsewhere, prices for work covered in this agreement are valid for a period of <u>SIX WEEKS</u> from the date of the proposal. All material is guaranteed as specified. Work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications or plans will be performed only upon signed change order, which shall become a part of this agreement. In the event of strikes, accidents or other delays beyond our control, Standard Construction Co., Inc. reserves the right to make alterations to this agreement, as it deems necessary. Owner should carry fire, tornado or other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All payments, including progress payments, are due and payable within 30 days of invoice date. Balances not paid in the prescribed period will be assessed interest at the rate of 1 ½% per month, or partial month thereof. Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. In the event Standard Construction Company engages counsel to enforce the obligations of this agreement, it shall be entitled to recover all attorney fees and costs incurred in the collection of the indebtedness owed to it. Date: _____ Signature _____
--

Meeting Cycle: Thursday, March 7, 2024

Subject: **Resolution** - approving Amendment #5 to the contract with Fisher & Arnold, Inc for the design of the New Canada Road project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-39-2024.

BUDGET IMPACT

This expenditure is appropriated in the fiscal year 2024 Annual Budget for the General Fund.

DISCUSSION

The New Canada Road construction cost estimate exceeds the amount of funding allocated in the approved Surface Transportation Block Grant. The City proposes to phase the construction of the project to allow construction on Phase 1 to begin. Tennessee Department of Transportation ("TDOT") will allow construction to be phased, however the City will be required to provide revised construction plans for each phase. Fisher Arnold is providing a supplemental request for the additional services related to phased construction plans, **which will be distributed to the BOC at the meeting on March 7.**

Phase 1 includes building the full 4-lane roadway from Beverle Rivera to Owl Hill. The road will narrow to two lanes from Owl Hill to Lake Bridge. Through Woodbridge, the road will widen to 4-lanes from Lake Bridge to Canabridge, as that roadway currently exists. The remaining roadway from Canabridge to Highway 70 will be two lanes with a pedestrian path. Phase 2 will include constructing the remaining 2-lanes, medians, pedestrian pathways and signal improvements at Highway 70.

RESOLUTION R-39-2024

APPROVING AMENDMENT #5 TO THE CONTRACT WITH FISHER & ARNOLD, INC.
FOR THE DESIGN OF THE NEW CANADA ROAD PROJECT

WHEREAS, Fisher & Arnold was selected to provide design services for New Canada Road in 2008; and,

WHEREAS, amendments to the contract have been made over the years to add scope of services related to Environmental, ROW and Final Construction Document Phases; and,

WHEREAS, due to the estimated construction cost of the project, the City will revise the plans to construct the roadway in two phases increasing the scope of services with Fisher & Arnold; and,

WHEREAS, Fisher & Arnold provided a Supplement Request to cover costs related to the plan revisions; and,

WHEREAS, funding is appropriated in the Fiscal Year 2024 Annual Budget for the General 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 Amendment #5 to the contract with Fisher & Arnold, Inc. for the design of New Canada Road in the amount of _____ (\$_____).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March, 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Index Of Sheets
SEE SHEET NO. 1A

CITY OF LAKELAND

SHELBY COUNTY

CANADA ROAD
FROM: I-40 TO: SR-1 (US-70)
IN LAKELAND

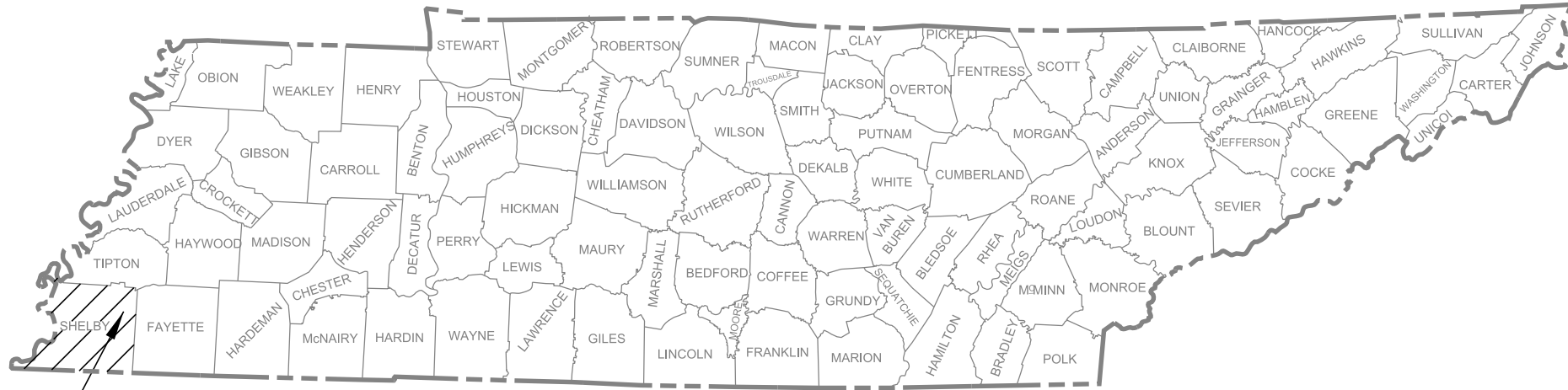
CONSTRUCTION

GRADE, DRAIN, PAVE, SIGN, LIGHTING, SIGNALS, WALLS, AND PAVEMENT MARKING

STATE HIGHWAY NO. F.A.H.S. NO.

TENN.	YEAR	SHEET NO.
	2023	1
FED. AID PROJ. NO.	STP/HIP-M-9409(107)	
STATE PROJ. NO.	79LPLM-F3-034	

LOCALLY MANAGED PROJECT
LOCALLY LET PROJECT



79LPLM-F3-034
END PROJECT NO. STP/HIP-M-9409(107) CONSTRUCTION
STA. 217+00.00
N 357079.3650 E 849505.0961

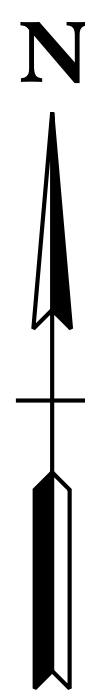
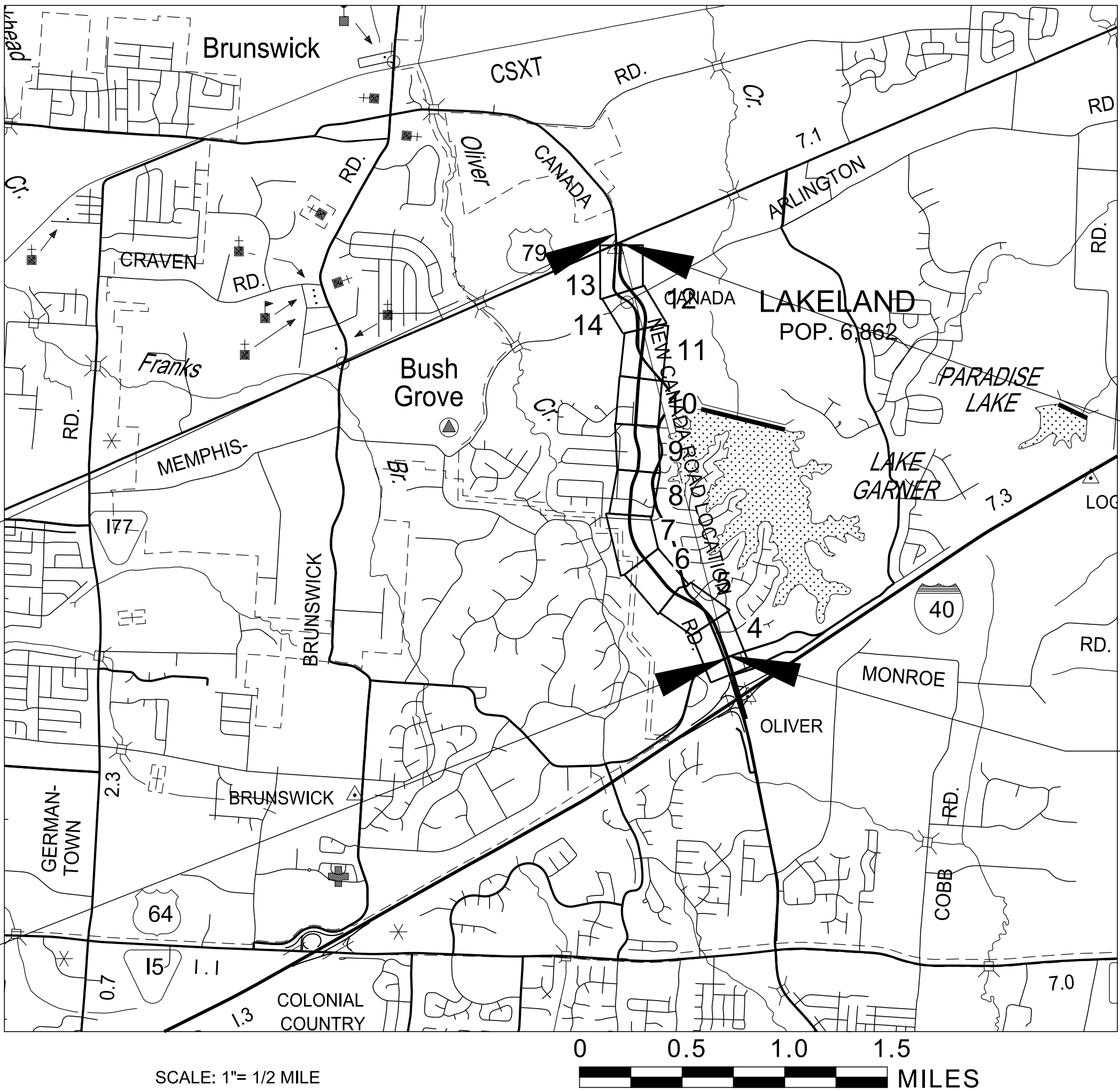
79LPLM-F3-034
BEGIN PROJECT NO. STP/HIP-M-9409(107) CONSTRUCTION
STA. 92+36.69
N 345881.0777 E 852399.1010

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE CITY ENGINEER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

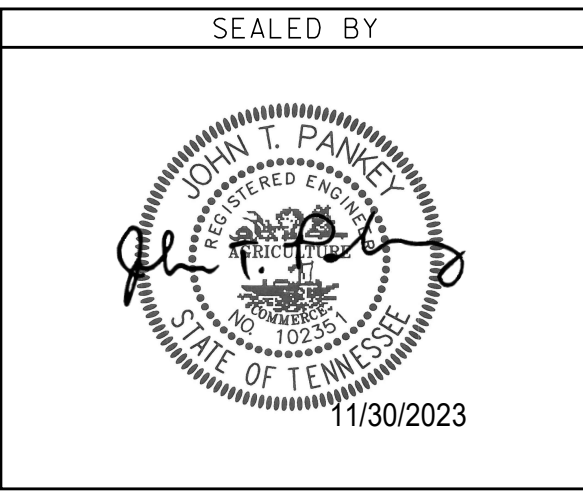
DESIGNED BY : FISHER ARNOLD, INC.
DESIGNER : JOHN PANKEY, P.E. CHECKED BY JOHN REESE, P.E.
P.E. NO. 79LPLM-F1-032 (DESIGN)
PIN NO. 107036.00



NO EXCLUSIONS

END PROJECT NO. STP/HIP-M-9409(107) (R.O.W.)
STA. 215+45.76
N 356925.3319
E 849509.3096

BEGIN PROJECT NO. ST/HIP-M-9409(107) (R.O.W.)
STA. 100+51.47
N 346650.2631
E 852131.2658



APPROVED: Emily Harrell
EMILY HARRELL, P.E., CITY ENGINEER
DATE: 11/30/2023

SURVEY 03-01-12	TRAFFIC DATA	
	ADT (2023)	10,073
	ADT (2043)	21,238
	DHV (2040)	1,807
	D	65 - 35
	T (ADT)	4 %
	T (DHV)	3 %
	V	40 MPH

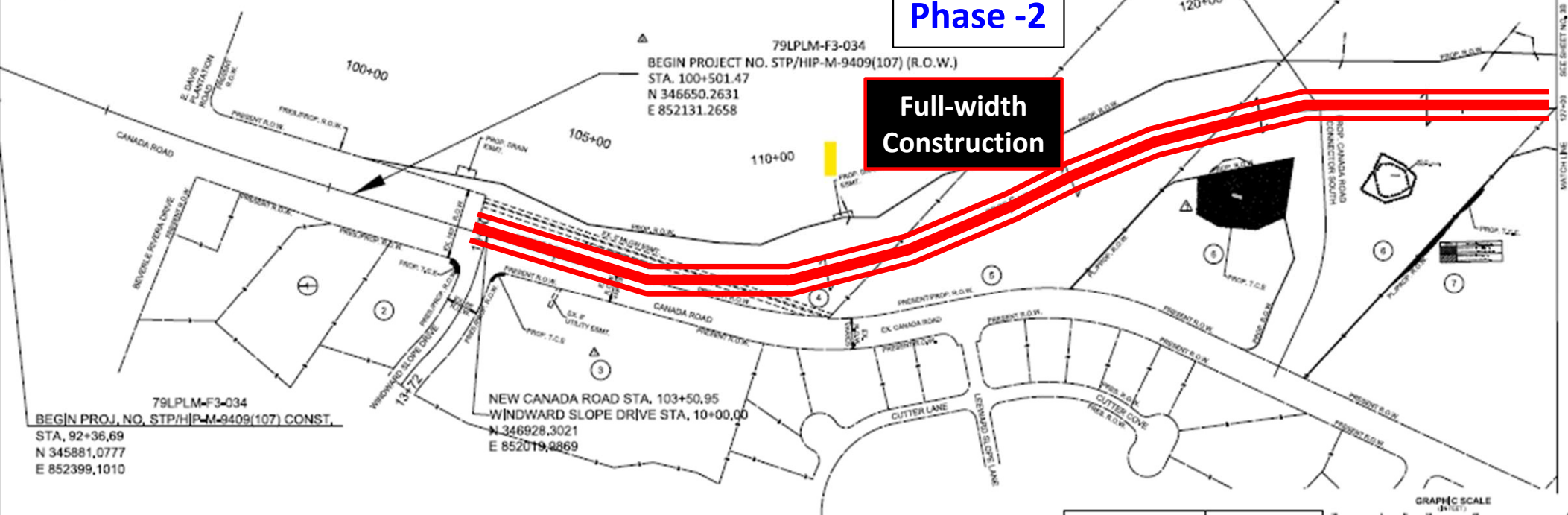
COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.00001 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID .

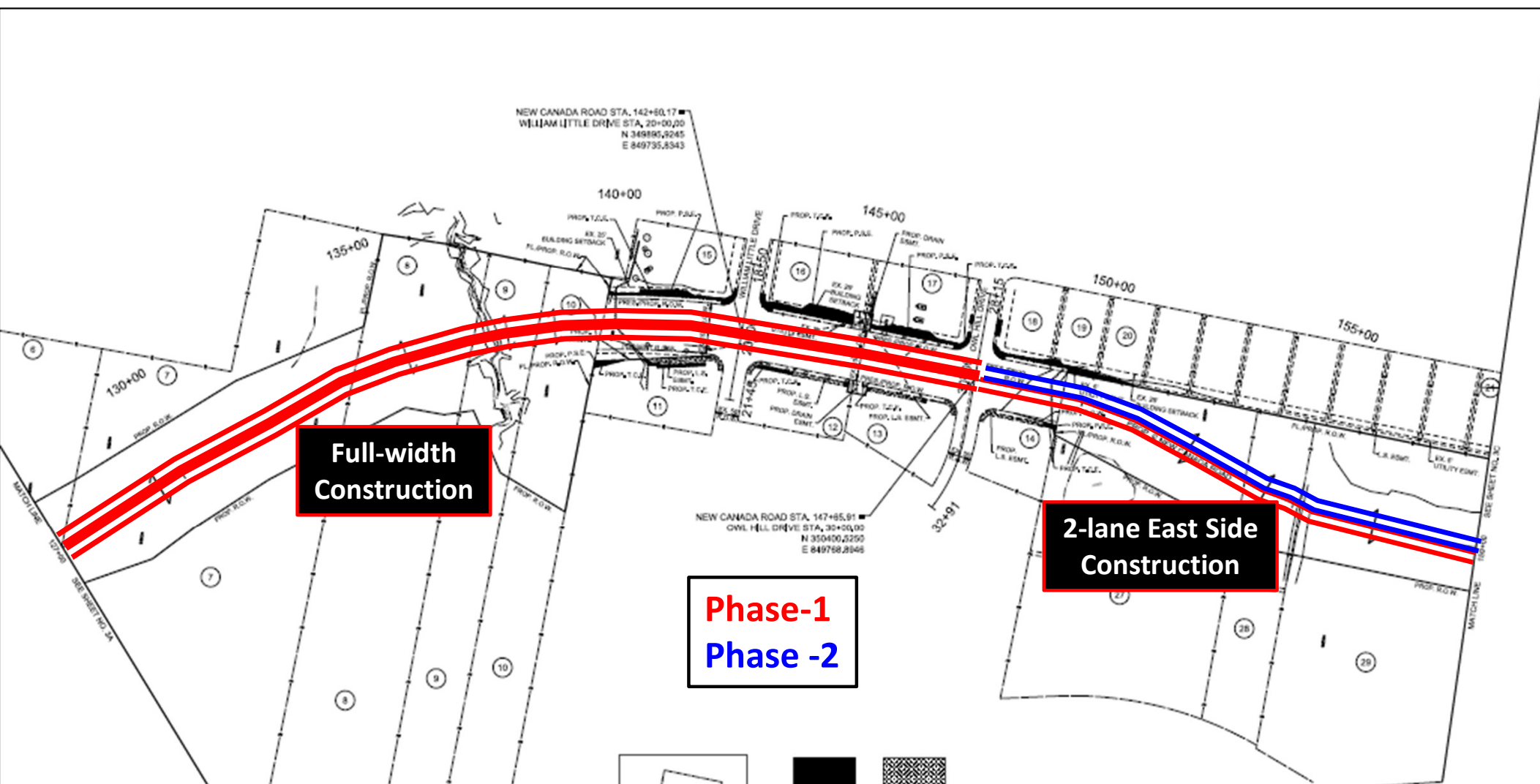
UTILITY

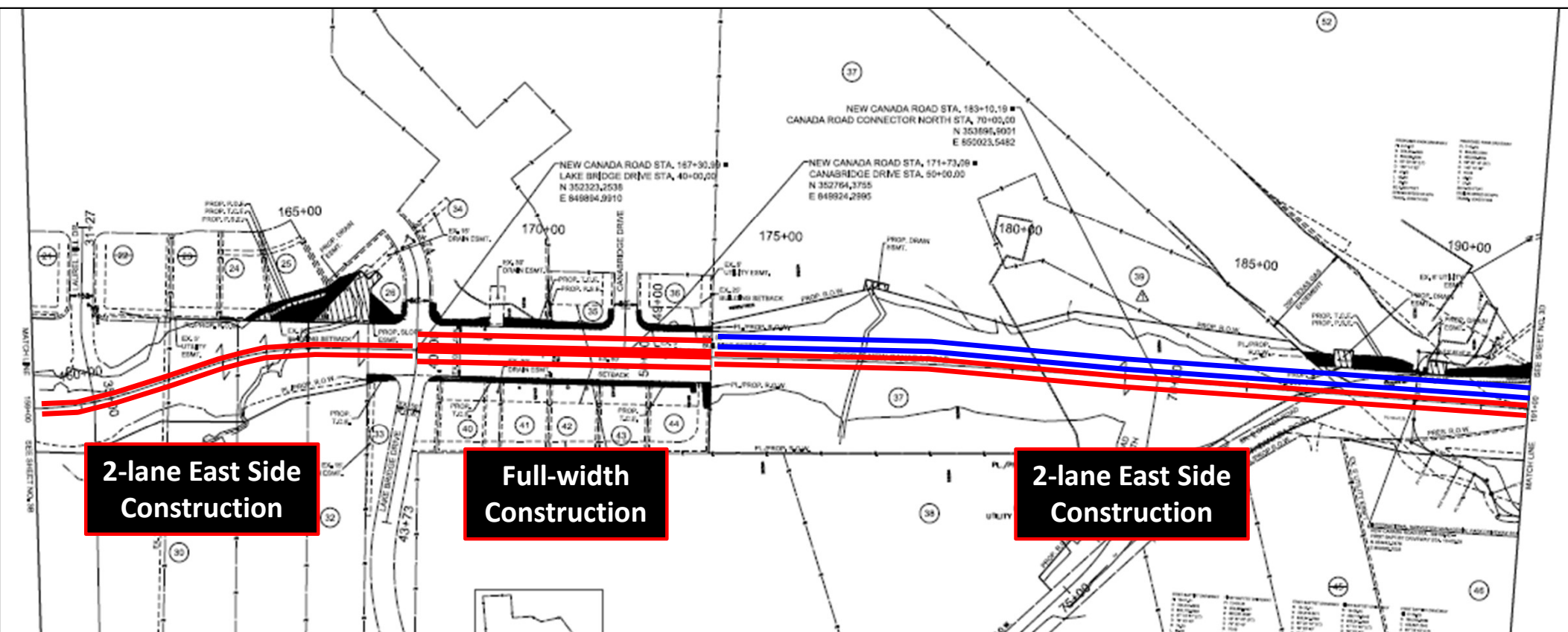
- (1) THE LOCATION OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE BASED ON VISIBLE APPROPRIATE AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERE TO IS MADE. AVOID ANY UTILITY AND POWER LINE OR CABLES WITHIN THE APPROXIMATE 10' UTILITY CORRELATION IN TENNESSEE. IT IS A REQUIREMENT PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) OR NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.
- (2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXCAVATE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.
- (3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
- (4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHERE SOME WORK MAY BE REQUIRED AROUND UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY NECESSARY PERMIT FROM THE UTILITY IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.
- (5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC. AT 1-800-351-1111 WILL BE REQUIRED.

RIGHT-OF-WAY

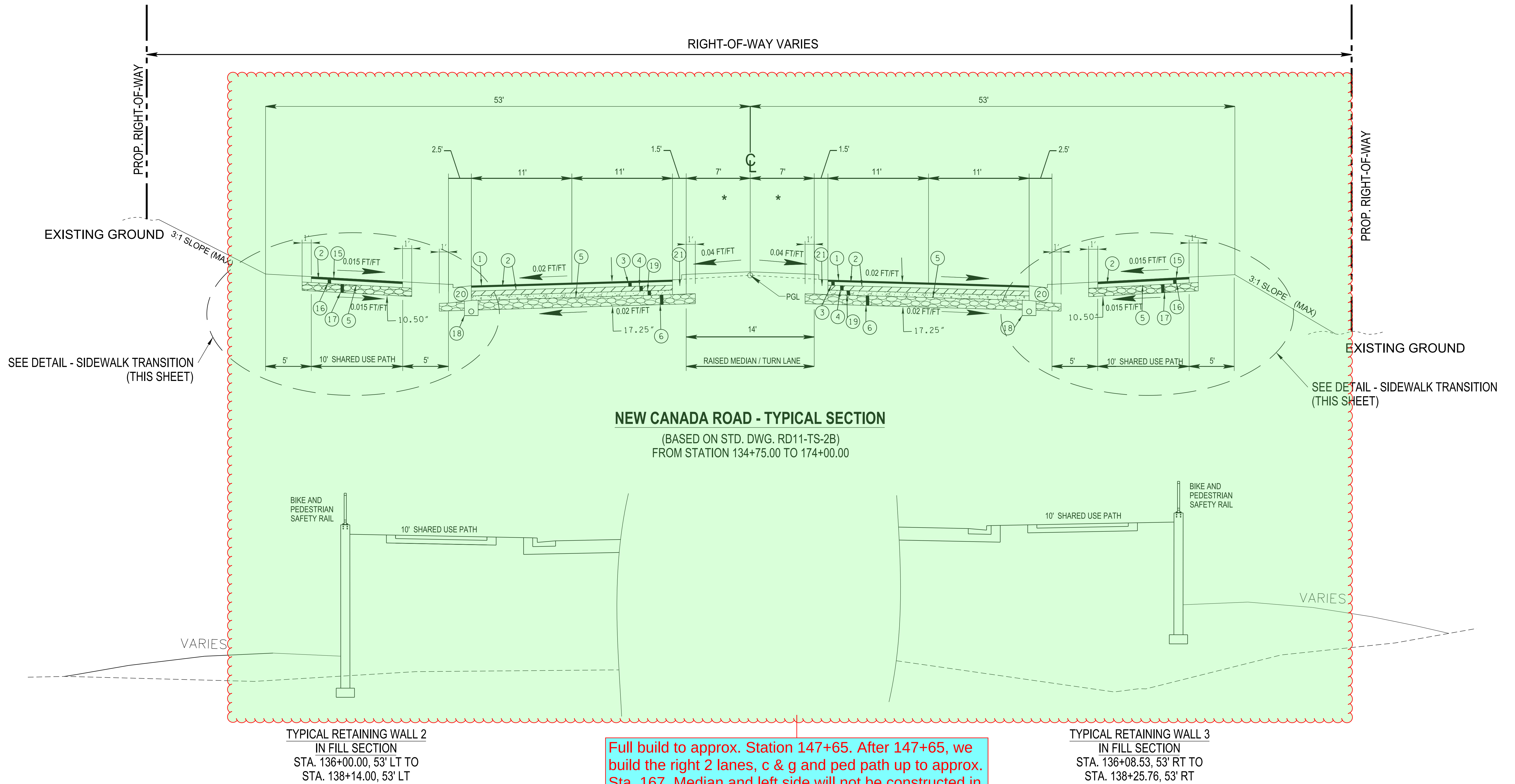
- (1) IT IS INTENDED THAT ALL BUILDINGS AND/OR PORTIONS OF BUILDINGS THAT ARE WITHIN THE PROPOSED RIGHT-OF-WAY UNDER THIS PROJECT BE REMOVED PRIOR TO THE PROPOSED RIGHT-OF-WAY ACQUISITION. IF ANY SUCH BUILDINGS OR STRUCTURES ARE NOT REMOVED IN THE COURSE OF RIGHT-OF-WAY ACQUISITION, THE CITY OF LAWLAND IS TO BE NOTIFIED IN SUFFICIENT TIME TO PERMIT HAVING SUCH REMOVALS DESIGNATED AS PART OF THE CONSTRUCTION CONTRACT.
- (2) ALL RAMP MUST CONFORM TO THE DEPARTMENT'S POLICY ON FINANCING CONSTRUCTION OF PUBLIC ROAD INTERSECTIONS AND DRIVEWAYS ON HIGHWAY RESURFACING, RECONSTRUCTION AND CONSTRUCTION PROJECTS ON NEW LOCATIONS. THE MANUAL ON RULES AND REGULATIONS FOR CONSTRUCTING DRIVEWAYS ON STATE HIGHWAY RIGHT-OF-WAY, STANDARD DRAWING RD-6-1, AND OTHER ACCEPTED DESIGN AND SAFETY STANDARDS.
- (3) EXISTING PAVED DRIVEWAYS PER TRACT REMAINDER WILL BE REPLACED IN KIND TO A TOUCHDOWN POINT.
- (4) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT OR UNTIL THE GRADE IS LESS THAN 7 PERCENT.
- (5) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED A SHOULDER WIDTH FROM THE EDGE OF PAVEMENT AND THE REMAINDER OF THAT DRIVEWAY REPLACED IN KIND TO A TOUCHDOWN POINT.
- (6) ANY NECESSARY PAVING OF DRIVEWAYS WILL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.
- (7) NEW DRIVEWAYS PROVIDED IN THE PLANS WILL BE PAVED BASED ON THE 7 PERCENT CRITERIA. THOSE 7 PERCENT OR GREATER IN GRADE WILL BE PAVED AND THOSE FLATTER THAN 7 PERCENT WILL BE COVERED WITH BASE STONE.
- (8) ON NON STATE ROUTES, ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS SHALL REQUIRE A PERMIT ONLY IF THE LOCAL AGENCY SPECIFIES THE NEED FOR THAT PERMIT.





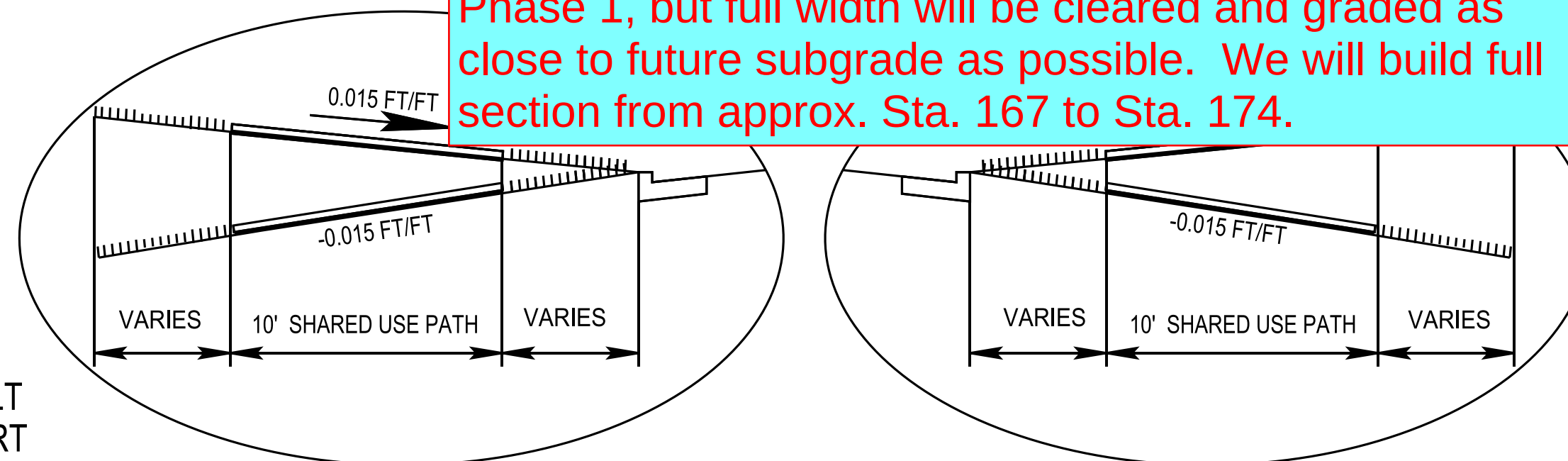


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- NOTE(S):
- SLOPES AT SHOULDER AND ROADWAY SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 0.07 FT/FT

* SEE DETAIL - LT TURN LANE TRANSITION LT AND DETAIL - LT TURN LANE TRANSITION RT (SHEET 2B6)

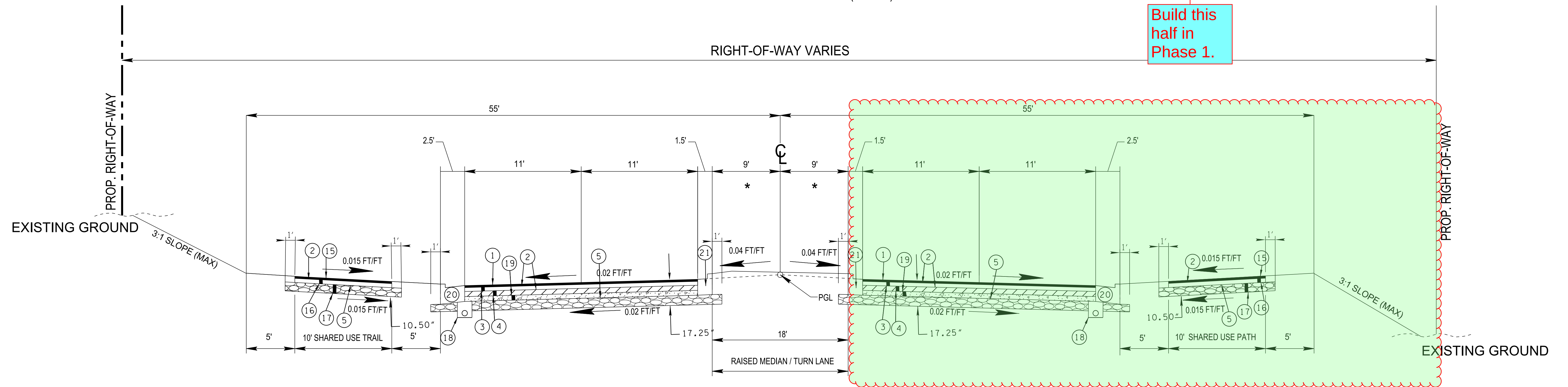
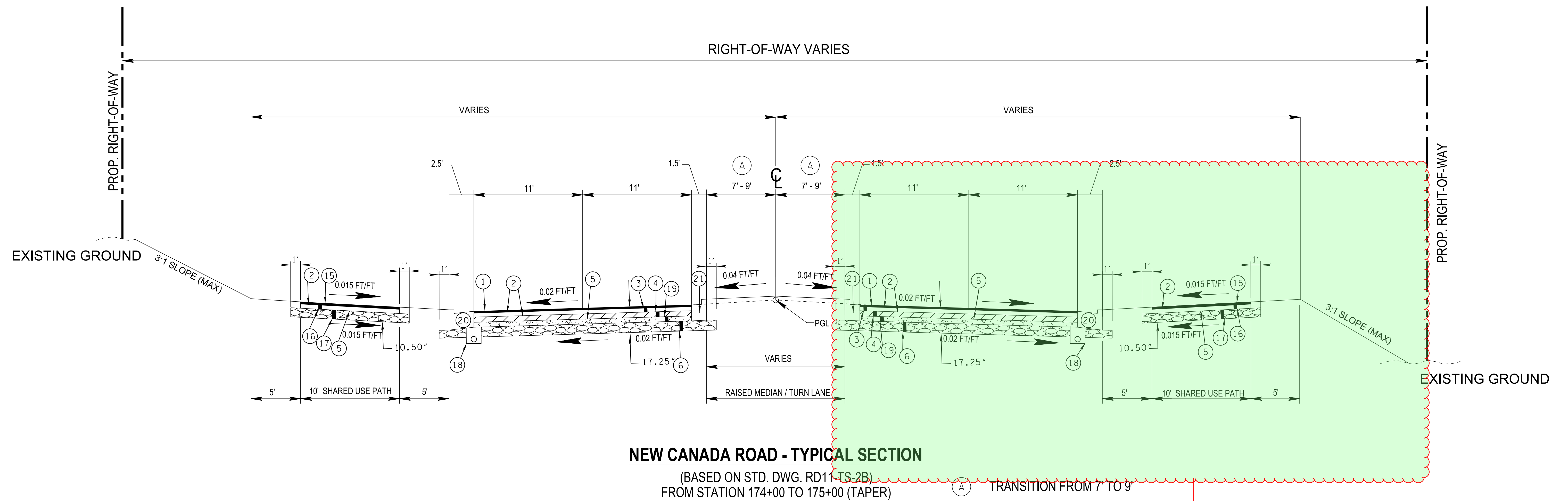


ITEM NO.	DESCRIPTION OF	APPROVAL DATE

JOHN T. PANKY
REGISTERED ENGINEER
NO. 10586
STATE OF TENNESSEE
11/30/2023

CANADA ROAD WIDENING
CITY OF LAKELAND
ENGINEER: FISHER & ARNOLD, INC.

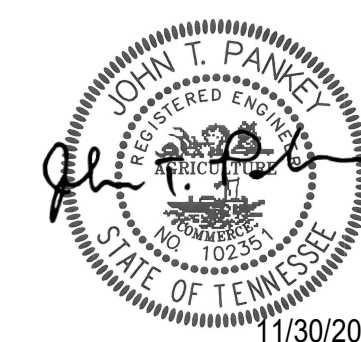
SHEET NO. 2B2		
DIVISION OF ENGINEERING NEW CANADA ROAD NEW CANADA ROAD - TYPICAL SECTIONS		
SURVEY: F & A, INC.	DATE: 03/2012	PROJECT NO.: D7008
DESIGN BY: J.T.P.	DATE: 07/2022	BOOK:
DRAWN BY: T.J.H.	DATE: 07/2022	SCALE: N.T.S.
REVIEWED		N.T.S.
CITY ENGINEER		DATE



- NOTE(S):

- SLOPES AT SHOULDER AND ROADWAY SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 0.07 FT/FT

- * SEE DETAIL - LT TURN LANE TRANSITION LT
AND DETAIL - LT TURN LANE TRANSITION RT
(SHEET 2B6)

[illegible]

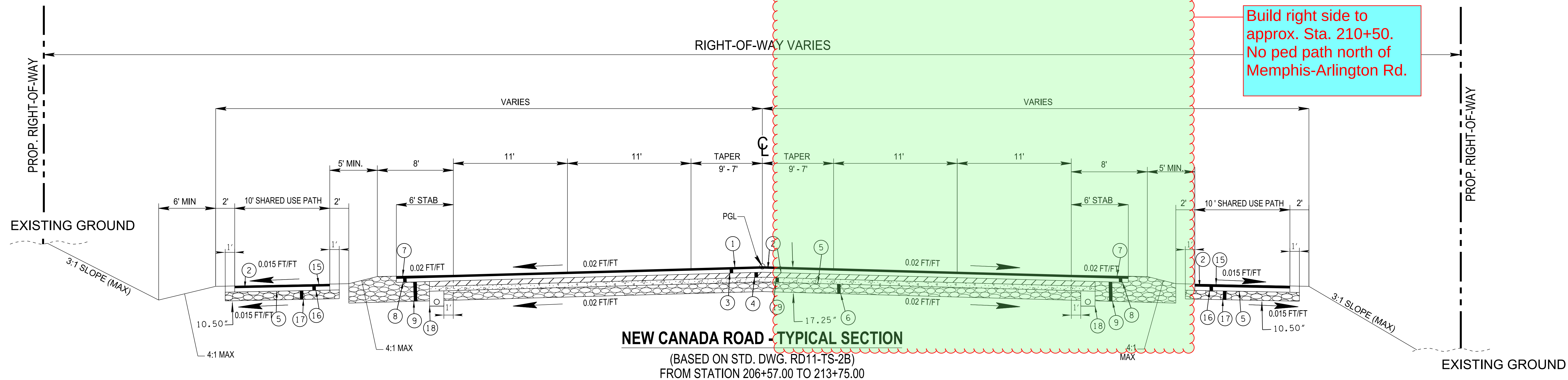
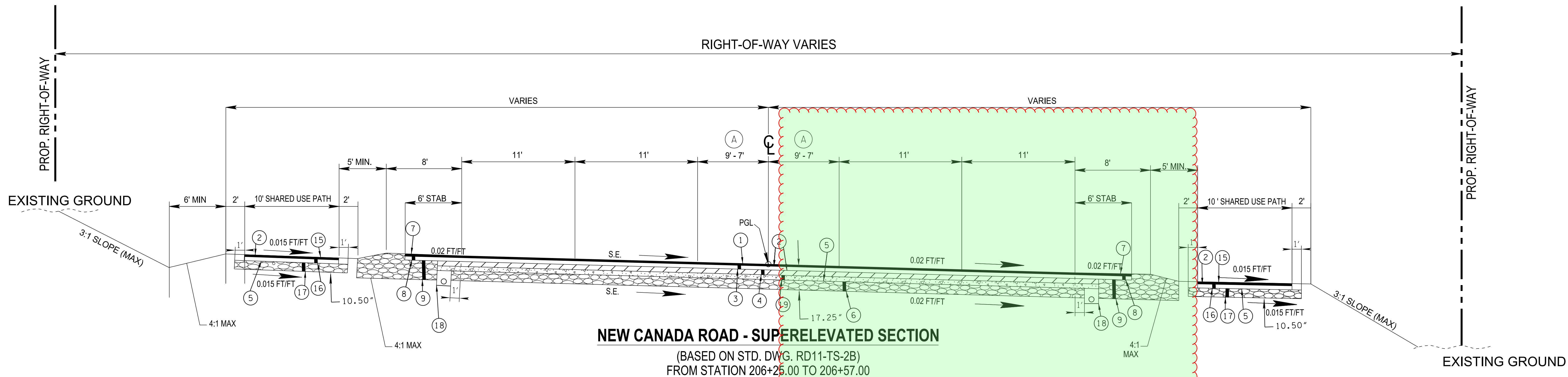
CANADA ROAD WIDENING
CITY OF LAKE LAND
ENGINEER: FISHER & ARNOLD, INC.

SHEET NO. 2B3
DIVISION OF ENGINEERING
NEW CANADA ROAD
NEW CANADA ROAD - TYPICAL SECTIONS

SURVEY: F & A, INC.	DATE: 03/2012	PROJECT NO.: D7008
DESIGN BY: J.T.P.	DATE: 07/2022	BOOK:
DRAWN BY: T.J.H.	DATE: 07/2022	SCALE: N.T.S.

REVIEWED

CITY ENGINEER DATE



Build right side to approx. Sta. 210+50. No ped path north of Memphis-Arlington Rd.

- NOTE:
- SEE PROPOSED PLAN VIEW FOR DETAILED DIMENSIONS
 - SLOPES AT SHOULDER AND ROADWAY SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 0.07 FT/FT

NOTE:
204+46.11 TO 210+22.07 (TAPER)

[illegible]

CANADA ROAD WIDENING
CITY OF LAKE LAND
ENGINEER: FISHER & ARNOLD, INC.

SHEET NO. 2
DIVISION OF ENGINEERING
NEW CANADA ROAD
NEW CANADA ROAD - TYPICAL SECTIONS

SURVEY: F & A, INC. DATE: 03/2012 PROJECT NO.: D700
DESIGN BY: J.T.P. DATE: 07/2022 BOOK:
DRAWN BY: T.J.H. DATE: 07/2022 SCALE: N.T.S.

REVIEWED

CITY ENGINEER DATE

AMENDMENT NO. 5
FOR
DESIGN OF NEW CANADA ROAD

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2024 by and between City of Lakeland (hereinafter "CITY") and Fisher & Arnold, Inc. (hereafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July 21, 2008, for the design of improvements to Canada Road from I-40 to U.S. Highway 70.

WHEREAS, the parties now desire to enter into this Amendment to expand the scope of services provided by CONSULTANT and to increase the amount of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to expand the Scope of Services to include Supplement Request dated March ____, 2024, described in greater detail in Exhibit "A", attached hereto and incorporated fully herein by reference.
2. Section II of the Agreement entitled TERM AND COMPENSATION is hereby amended as follows:

Original Agreement	\$266,970.00
Amendment No. 1 (Phase 2 - Preferred Alignment EA Environment Document)	\$84,860.00
Amendment No. 2 (Phase 3 - Design Surveys, Preliminary Plan Development and R.O.W. Plan Development)	\$665,775.00
Amendment No. 3 (Phase 4-Development of Final Construction Documents)	\$163,070.00
(Phase 5 - R.O.W. Acquisition Consulting and Engineering)	\$403,300.00
Amendment No. 4 Supplemental Request (9/28/21)	\$149,940.00

Amendment No. 5 Supplemental Request (3/ /24)	\$ _____
TOTAL CONTRACT VALUE	\$ _____

The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

APPROVED TO AS FORM:

(New Canada Road Professional Services Amendment No. 5)

CITY OF LAKELAND

FISHER & ARNOLD, INC.

ATTEST

ATTEST

RESOLUTION R-36-2024

APPROVING THE USE OF CITY OF LAKELAND FACILITIES IN PARTNERSHIP WITH THE LAKELAND ARTS COUNCIL FOR A MAY 2024 EVENT

WHEREAS, the Lakeland Arts Council desires to partner with the City of Lakeland, Tennessee to produce a community concert and celebratory event on May 19, 2024; and,

WHEREAS, the Lakeland Arts Council has tentatively secured a performance by the Memphis Symphony Orchestra Big Band for the date mentioned above and has secured sponsorship covering the cost of said performance; and,

WHEREAS, the Board of Commissioners desires to support the efforts of the Lakeland Arts Council through the provision of City facilities to accommodate this event:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to:

1. ensure that the Lakeland Arts Council secures adequate insurance for the event, in alignment with the City of Lakeland's customary practice for events anticipated to host more than one hundred (100) persons; and,
2. reserve International Harvester Clubhouse and Park for May 19, 2024, for use during this event; and,
3. waive any and all customary facility rental fees as published on the City of Lakeland's website and as established previously by the Parks and Recreation and Natural Resources Board of the City of Lakeland; and,
4. utilize City of Lakeland staff time for the coordination of available food trucks to serve as concessionary providers for the event; and,
5. provide rental lighting for needed areas in and around the event location, subject to Board of Commissioners review and approval of procurement if in excess of ten thousand dollars (\$10,000); and,
6. to the extent available and in compliance with all relevant regulations and safety precautions, secure fireworks production in honor of the pending Memorial Day, subject to Board of Commissioners review and approval of procurement in excess of ten thousand dollars (\$10,000); and,
7. coordinate with public safety partners for the provision of enhanced security during the event; and,
8. review and approve any and all advertising, flyers, or promotional materials related to the event, publishing the same through official City of Lakeland customary communication channels.

RESOLUTION R-36-2024

APPROVING THE USE OF CITY OF LAKE LAND FACILITIES IN PARTNERSHIP
WITH THE LAKE LAND ARTS COUNCIL FOR A MAY 2024 EVENT

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-37-2024

AUTHORIZING THE CITY MANAGER TO COORDINATE WITH THE MIDSOUTH VETERANS LEAGUE AND MVLI FOUNDATION TO ARRANGE AN APPEARANCE OF THE VIETNAM TRAVELING MEMORIAL WALL IN THE CITY OF LAKELAND

WHEREAS, the Midsouth Veterans League and MVLI Foundation (“MVL”) has expressed an interest in arranging for the Vietnam Traveling Memorial Wall to appear in Lakeland, Tennessee; and,

WHEREAS, the Board of Commissioners desires to support MVLI’s efforts in remembering and honoring those lives lost in the Vietnam War:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to coordinate with the Midsouth Veterans League and MVLI Foundation to determine the appropriate date for the Vietnam Traveling Memorial Wall to appear in the City of Lakeland, Tennessee, and to utilize City-owned property in the Lakeland Gateway TIF District for said exhibit.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized remit to the Midsouth Veterans League and MVLI Foundation a one-time sponsorship payment toward the cost of the exhibit of three thousand dollars (\$3,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 7th day of March 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder