



Board of Commissioners
Regular Meeting Agenda
Thursday, April 18, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - amending the fiscal year 2024 annual budget passed by Ordinance O-10-2023.
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - a. March Lakeland Crime Report
 - Commissioners' Reports
 - a. Lakeland Board of Education - *Vice Mayor Wright*
 - b. Municipal Planning & Design Review Commission - *Commissioner Atkinson*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of minutes from previous meeting** - April 4, 2024.
 2. **Ordinance - Second and Final Reading** - amending the fiscal year 2024 annual budget passed by Ordinance O-10-2023.

3. **Ordinance - First Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of hotels and motels in the C-2 regional commercial district.
4. **Resolution** - authorizing the Mayor to sign a proclamation establishing May 6-12, 2024 as Nurses Week in the City of Lakeland, Tennessee.
5. **Resolution** - approving Change Order #1 for the FY24 Street Paving project.
6. **Resolution** - approving a residential subdivision development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phase VI-B.
7. **Resolution** - approving a residential subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 2.
8. **Resolution** - approving the updated City of Lakeland Traffic Calming Policy.
9. **Resolution** - approving the City of Lakeland Residential Street and Infrastructure Conversion Policy.
10. **Resolution** - approving Amendment #1 to the professional services contract with Cannon & Cannon, Inc. for the Traffic Signal - Highway 70 at Seed Tick Road project.
11. **Resolution** - approving Amendment #1 to the professional services agreement with Blue Siren for Sanitary Sewer Flow Monitoring.
12. **Discussion and Possible Action** - regarding a potential electric vehicle charging station in Lakeland. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office

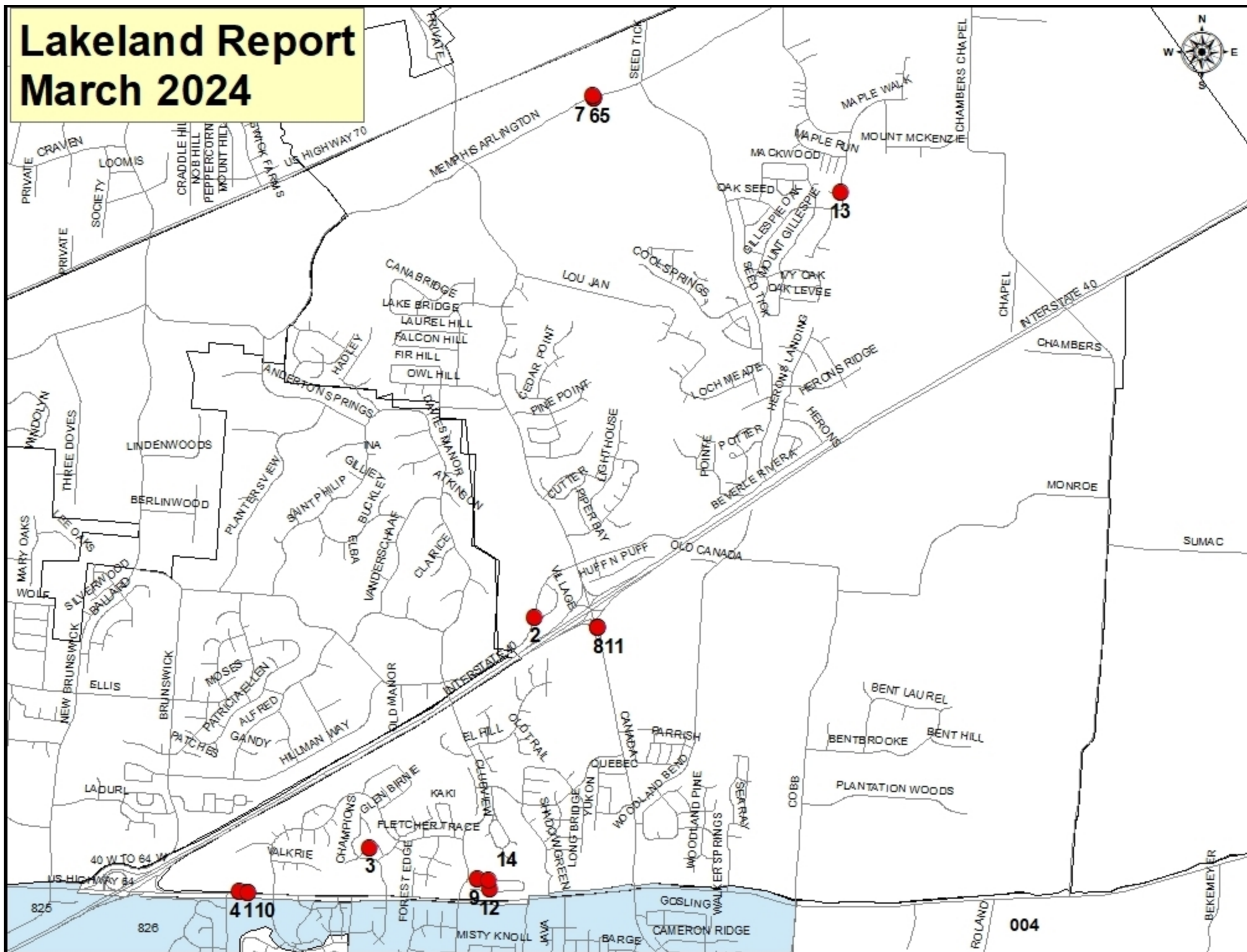


Crime Report

Lakeland
March 2024

Lakeland Report

March 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2403000411SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	3/9/24 13:12
2	2403000341SH	Theft from Motor Vehicle	BROKE SIDE WINDOW	3/7/24 18:10
3	2403000621SH	Aggravated Assault		3/14/24 2:25
4	2403000601SH	MVT/Other		3/8/24 12:00
5	2403000662SH	Theft from Motor Vehicle	BROKE REAR WINDOW	3/14/24 13:00
6	2403000663SH	Theft from Motor Vehicle	BROKE FRONT WINDOW	3/14/24 20:30
7	2403000664SH	Theft from Motor Vehicle	BROKE REAR WINDOW	3/14/24 22:00
8	2403000851SH	Other Theft/Non-Specific		3/13/24 12:00
9	2403000808SH	Other Theft/Non-Specific	PICKED FRONT DOOR	3/18/24 14:10
10	2403001027SH	Theft from Building	LAWFUL FRONT DOOR	3/23/24 17:00
11	2403000851SH	Vandalism/Misdemeanor		3/13/24 12:00
12	2403001227SH	Other Larceny/Access Device		3/27/24 18:42
13	2403001106SH	Theft of Vehicle Parts/Accessories		3/25/24 17:00
14	2403001088SH	Vandalism/Misdemeanor		3/23/24 21:38

All Incident Count

Incident	Count
Aggravated Assault	1
Counterfeiting/Forgery	1
Credit Card/ATM Fraud	1
Drugs/Narcotics Violation/Felony	1
Drugs/Narcotics Violation/Misdemeanor	1
Intimidation	1
MVT/Other	1
Other Larceny/Access Device	1
Other Theft/Non-Specific	2
Robbery/Business	1
Shoplifting/Misdemeanor	1
Simple Assault	1
Theft from Building	1
Theft from Motor Vehicle	4
Theft of Vehicle Parts/Accessories	1
Vandalism/Misdemeanor	2
Weapon Law Violations/Felony	2
Grand Total	23

Tracked Count

Tracked Crimes	Mar-24	Feb-24	Mar-23
Agg Assault	1	0	0
Burg Bus	0	0	1
Burg Const	0	0	0
Burg Res	0	2	0
MVT	1	3	3
Other Lar	4	1	3
Robb Ind	0	0	0
Theft Fm Bldg	1	0	1
Theft fm Mot Veh	5	2	4
Vandalism	2	0	2
Totals	14	8	14

END OF PRESENTATION



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, APRIL 4, 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, April 4, 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
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, Staff Engineer Luis Camarillo Hernandez, Staff Engineer Paul Posey, Community Development Specialist Lisa West, and City Recorder Cheyenne Carter.

V. PUBLIC HEARING:

VI. TREASURER'S REPORT:

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

City Manager's Report

a. April 2024 City Manager's Report

This report was offered by City Manager Michael Walker.

Commissioners' Reports

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

This report was offered by Vice Mayor Wright.

b. Industrial Development Board of the City of Lakeland – *Mayor Roman*

This report was offered by Mayor Roman.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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VIII. PUBLIC COMMENTS:

None

IX. SEWERAGE COMMISSION BUSINESS:

None

X. CONSENT AGENDA:

None

XI. REGULAR AGENDA:

For the record: Mayor Roman motioned to add item number 12 and item number 13 to the regular agenda seconded by Vice Mayor Wright with no objections heard.

1. **Approval of minutes from previous meeting** – February 29, 2024 (BOC/MPC joint meeting)

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

Discussion ensued.

For the record: Mayor Roman motioned to amend the minutes to remove Wyatt Bunker as a board member (his resignation had already been submitted by this date).

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

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

2. **Approval of minutes from previous meeting** – March 7, 2024 (regular meeting)

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

Discussion ensued.

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



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, APRIL 4, 2024, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

3. **Approval of minutes from previous meeting** – March 26, 2024 (special called meeting)

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

Discussion ensued.

When the question was called the meeting minutes 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. **Approval of minutes from previous meeting** – March 26, 2024 (budget workshop)

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

Discussion ensued.

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

5. **Ordinance – First Reading** – amending the fiscal year 2024 annual budget passed by Ordinance O-10-2023.

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

City Manager Michael Walker presented this item.

Discussion ensued.

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

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



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REGULAR MEETING MINUTES
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CITY HALL, LAKELAND, TENNESSEE 38002**

6. **Resolution** - authorizing the Mayor and City Manager to execute a funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce for fiscal year 2024-2025.

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

Chamber board member Chris Jenkins 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	Abstain
Vice Mayor Wright	Yea
Mayor Roman	Yea

7. **Resolution** - authorizing the Mayor to sign a proclamation designating April 12, 2024 as Blue & Green Day Mid-South.

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, 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

8. **Resolution** - approving an agreement with the Tennessee Department of Transportation for Lakeland Pavement Management Software.

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

Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.



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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

9. **Resolution** - approving an amendment to Agreement CA-2300023-2 with Shelby County Government for City Hall ADA Improvements using the Community Development Block Grant funds.

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

Staff Engineer Paul Posey presented this item.

Discussion ensued.

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

10. **Resolution** - authorizing Andritz Separation, Inc. to perform maintenance on the Scotts Creek Wastewater Treatment Plant Heavy Duty Belt Filter Press.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

11. **Discussion and Possible Action** - Update on Contract Patching request by the Board of Commissioners.

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



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Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

For the record: Mayor Roman motioned to accept option 2 (see below) seconded by Commissioner Atkinson.

Option 2:

Approving an alternate Change Order with Standard Construction Company, Inc under the FY24 Street Paving contract. This alternate Change Order would consist of not exceeding the 25% quantity limit that would lead to an increase in bid price. This would limit the patching work to approximately 14,000 Sq. Ft. in Herons Ridge Phases A & B Subdivision. The cost estimate for this is listed below.

Location	AMOUNT
Herons Ridge Subdivision Phases A & B	\$72,700.00

Discussion ensued.

When the question was called the motion 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

12. **Resolution** – approving contract agreement no. MPDG-LKTN-01 for grant agreement support services for the FY 2025-2026 multimodal project discretionary grant program through U.S. Department of Transportation.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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



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13. **Resolution** – authorizing the City Manager to execute an engaged search agreement for recruitment and placement services.

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

City Manager Michael Walker presented this item.

Discussion ensued.

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

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

XII. ANNOUNCEMENTS:

Mayor Roman made an announcement regarding The Lake District.

XIII. ADJOURNMENT:

For the record: At the request of City Attorney Will Patterson, an executive session was held at this time.

There being no other business on which to act, the meeting was adjourned without objection at 6:41 p.m. on Thursday, April 4, 2024.

These minutes were approved on April 18, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, April 18, 2024

Subject: **Ordinance - Second and Final Reading** - amending the fiscal year 2024 annual budget passed by Ordinance O-10-2023.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Ordinance O-3-2024.

BUDGET IMPACT

This ordinance revises the fiscal year 2024 budget by the amounts listed in the discussion section below.

DISCUSSION

For the record: This ordinance has not changed between first and second readings.

This ordinance increases expenditures as follows:

- Park Athletic Complex by \$50,000 related to the Lakeland Athletic Complex Phase 1 Lighting due to increased costs associated with the project.
- Park I.H. Park Improvements by \$50,000 related to the I.H. Park Restroom Facility Project due to increased costs associated with the project.
- Solid Waste -Other Contracted services will receive a transfer in from the General Fund and a transfer out of Other Financing Uses of \$275,000 related to the Storm 23 Clean-up.
- Recognize an increase in budgeted revenues in CDBG Grant Revenue and an increase in GOV Building Improvements by \$53,356 related to project change orders.

This ordinance also recognizes the increased appropriations of the Lakeland School System, as approved by their Board of Education.

ORDINANCE O-3-2024

AMENDING THE FISCAL YEAR 2024 ANNUAL BUDGET PASSED BY ORDINANCE O-10-2023

WHEREAS, the City of Lakeland adopted the fiscal year 2023-2024 budget by passage of Ordinance O-10-2023 on June 15, 2023; and,

WHEREAS, revenues, expenditures, other financing sources, and/or other financing uses in the City of Lakeland's funds are expected to differ from the budget, as amended:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that changes be made to the fiscal year 2023-2024 annual budget as follows:

SECTION 1. Ordinance O-10-2023 is hereby amended to increase budgeted expenditures in accounts 110 E 44710 937 000 (PRK Athletic Complex) by fifty thousand dollars (\$50,000) related to Lakeland Athletic Complex Phase 1 Lighting and to increase budgeted expenditures in account 110 E 44710 968 000 (PRK-I.H. Park Improvements) by fifty thousand dollars (\$50,000) related to the I.H. Park Restroom Facility Project.

Ordinance O-10-2023 is hereby amended to increase budgeted other financing sources in account 424 R 37950 000 (Transfers In from General Fund), expenditures in account 424 E 43260 289 (SDW- Other Contracted Service), and other financing uses in account 110 E 51625 710 (Transfers Out to Solid Waste Fund) related to Storm 23 Clean-up by two-hundred-seventy-five thousand dollars (\$275,000).

Ordinance O-10-2023 is hereby amended to increase budgeted revenues in account 110 R 33111 000 (CDBG Grant Revenue) as well as increase budgeted expenditures in account 110 E 41000 932 (GOV-Building Improvements) by fifty-three thousand three-hundred fifty-six dollars (\$53,356) related to project change orders.

SECTION 2. The Board of Commissioners authorizes the Finance Director to cause said changes to be made in the accounting system.

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

ORDINANCE O-3-2024

AMENDING THE FISCAL YEAR 2024 ANNUAL BUDGET
PASSED BY ORDINANCE O-10-2023

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

BE IT FURTHER ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that appropriations in the Lakeland School System (“LSS”), duly approved by the Lakeland Board of Education, have increased as follows using revenue sources and/or LSS fund balance independent of any contributions from the City of Lakeland:

SECTION 5. Appropriations increases, by LSS fund:

Expenditures & Other Financing Uses

	Original Budget	Amendments	Revised Budget
General Purpose School Fund	\$ 24,977,168	\$ 4,498,929	\$ 29,476,097
School Federal Programs	\$ 948,990	\$ 291,219	\$ 1,240,209
School Nutrition	\$ 692,700	\$ 444,978	\$ 1,137,678
School State Discretionary Funds	\$ -	\$ 171,822	\$ 171,822
LEAP Fund	\$ 280,000	\$ -	\$ 280,000
School Capital Projects Fund	\$ 7,000,000	\$ -	\$ 7,000,000
	\$ 33,898,858	\$ 5,406,948	\$ 39,305,806

First Reading: April 4, 2024
Public Hearing: April 18, 2024
Final Reading: April 18, 2024

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 18, 2024

Subject: **Ordinance - First Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of hotels and motels in the C-2 regional commercial district.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve ordinance O-4-2024.

BUDGET IMPACT

There is no budget impact with this ordinance.

DISCUSSION

The City has recently received complaints and expressions of concern about the future placement of hotels in Lakeland. These concerns stem from the recent acquisition and demolition of two blighted motel properties. The City of Lakeland accomplished this long sought-after task with a great deal of effort and taxpayer expense. For those reasons, it is desired to have additional land use controls and development standards for future hotel/motel development.

ORDINANCE O-4-2024

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF HOTELS AND MOTELS IN THE C-2 REGIONAL COMMERCIAL DISTRICT

WHEREAS, the City of Lakeland's Municipal Planning Commission (MPC) reviewed the following edits on April 11, 2024, and recommended said edits; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

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

SECTION 1. The City of Lakeland Land Development Regulations are hereby amended as follows: Article I. Section 3. C. d.: add the following paragraph: 4. Conditional Uses. The MPC shall review and approve applications for Conditional Use Permits.

SECTION 2. The City of Lakeland Land Development Regulations are hereby amended as follows: Article I. Section 3. D.: delete Paragraph "a" re-letter remaining paragraphs as follows: a. Zoning Variance, b. Zoning Appeal, c. Boundary Interpretation.

SECTION 3. The City of Lakeland Land Development Regulations are hereby amended as follows: Article I. Section 4.: The Process Chart is amended to move Conditional Use Permit Review and Decision from Board of Appeals (BOA) to MPC.

SECTION 4. The City of Lakeland Land Development Regulations are hereby amended as follows: Article III. Section 2. M. 3 (Development Standards for Uses) Hotel/Motel. In the districts where Hotel/Motel is permitted with development standards (0), the following applies: Hotel/Motels shall be constructed so that controlled access is provided through a lobby. External individual room access is not permitted. The building(s) shall be at least three (3) stories tall. Building architecture shall adhere to "Building Type Standards" set forth in Article III. Section 3.

SECTION 5. The City of Lakeland Land Development Regulations are hereby amended as follows: Article III. Section 2. L (Use Table) to show the following: Hotels/Motels, as defined in Article III. Section 2. C. 3 is a Conditional Use in the C-2 Regional Commercial District.

ORDINANCE O-4-2024

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF HOTELS AND
MOTELS IN THE C-2 REGIONAL COMMERCIAL DISTRICT

SECTION 6. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 7. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: April 18, 2024

Public Hearing:

Final Reading:

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Date: April 11, 2024

Subject: Amendments to the Land Development Regulations:
Article I Administration and Article III Zoning Regulations regulating the
approval and placement of hotels/motels the City of Lakeland

Applicant: City of Lakeland

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward this amendment to the Board of Commissioners with a favorable recommendation.

DISCUSSION

BACKGROUND:

The City Administration has recently received complaints and expressions of concern about the future placement of hotels in Lakeland. These concerns stem from the recent acquisition and demolition of two blighted motel properties. The City of Lakeland accomplished this long sought-after task with a great deal of effort and tax-payer expense. For those reasons, it is desired to have additional land use controls and development standards for future hotel/motel development.

ANALYSIS:

The proposed revision will require the following changes to the Land Development Regulations:

1. Article I. Section 3. C.d.: add the following paragraph: 4. Conditional Uses. The MPC shall review and approve applications for Conditional Use Permits.
2. Article I Section 3. D: delete Paragraph "a" re-letter remaining paragraphs as follows: a. Zoning Variance, b. Zoning Appeal, c. Boundary Interpretation.
3. Article I Section 4. Process Chart: Amend the Process Chart to move Conditional Use Permit Review and Decision from BOA to MPC.
4. Article III. Section 2. M. 3 (Development Standards for Uses): Hotel/Motel. In the districts where Hotel/Motel is permitted with development standards (0), the following applies: Hotel/Motels shall be constructed so that controlled access is provided through a lobby.

External individual room access is not permitted. **The building(s) shall be at least three (3) stories tall. Building architecture shall adhere to “Building Type Standards” set forth in Article III. Section 3.**

5. Article III. Section 2. L (Use Table): Amended to show the following: Hotels/Motels, as defined in Article III. Section 2. C. 3 is a Conditional Use in the C-2 Regional Commercial District.

EXAMPLE MOTIONS

1. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations as presented
2. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations with edits
3. Motion to recommend the Board of Commissioners disapprove the proposed text amendments to the Land Development Regulations
 - a. Reason for denial

I. Administration

Section 3- Review Bodies and Authorities

C. Municipal Planning Commission (MPC).

The Municipal Planning Commission (MPC) has the authority and power set forth in these Land Development Regulations pursuant to T.C.A. §13-4-301 through §13-4-309, to promote municipal planning within the City.

1. Authority. The MPC shall have the following powers.
 - a. Comprehensive Plan. The MPC shall make and adopt an official Comprehensive plan for the physical development of the municipality, including any land outside of the planning area of municipality which, the MPC judges to be in relation to the planning of the municipality.
 - b. Approval of Certain Improvements. MPC shall review and approve location and extent of all proposed streets; parks or other public ways, grounds, places, or spaces; public buildings or structures; or utilities, whether publicly or privately owned.
 - c. Subdivision. MPC shall have the following authorities in application of the Subdivision Regulations, which include parts of Articles I and II and IV (refer to i.2.B Definitions).
 - (1) Subdivision Administrative Appeal. MPC shall review and approve appeal requests resulting from a decision made by the Code Administrator or other City official.
 - (2) Subdivision Modification. MPC shall review and approve applications for modification requests from the strict application of the Subdivision Regulations.
 - (3) Amendment to Subdivision Regulations. The MPC shall adopt and amend any proposed amendments.
 - (4) Plat Approval. MPC shall review and approve Plats, including Plat Vacation.
 - d. Zoning. MPC shall have the following authorities in application of the Zoning Regulations, which include parts of Articles I and II and all of Articles III and V (refer to i.2.B Definitions).
 - (1) Site Plans. The MPC shall review and approve certain site plan applications.
 - (2) Rezoning. The MPC shall review and make recommendations on requests for changes in a Parcel's Zoning designation.
 - (3) Amendment to the Zoning Regulations. The MPC shall review and make recommendations on any proposed amendments.

D. Board of Appeals (BOA).

The Board of Appeals (BOA) has the authority and power set forth in these Land Development Regulations pursuant to

T.C.A. §13-7-205 through §13-7-207.

1. Authority. The BOA shall have the following powers and authorities in application of the Zoning Regulations, which include parts of Articles I and II and all of Article III and IV.
 - a. Conditional Uses. The BOA shall review and approve applications for Conditional Use Permits.
 - b. Zoning Variance. The BOA shall review and approve variance requests from the strict application of the Zoning Regulations.

- c. Zoning Appeal. The BOA shall review and approve requests for appeals where the appellant alleges that there is error in any order, requirement, decision or change made by Code Administrator or another City official.
- d. Boundary Interpretation. The BOA shall be charged with interpretation of the Zoning Map.

I. Administration

Section 4- Process, Criteria and Application

		Required Application Process									
		Initial Review				Review and Decision					
		Preapplication Conference	Administrative Review	Natural Resources Board (NRB) *	Parks & Recreation Board (PRB) *	Administrative Decision	Design Review Commission (DRC)*	Municipal Planning Commission (MPC)	Board of Appeals (BOA)	Board of Commissioners (BOC)	
Land Development Applications	I.4.A	Preapplication Conference	●			●					
	I.4.D	Construction Plans	●			●					
	I.4.E	Final Plat	●					●			
	I.4.F	Plat Vacation	●					●			
	I.4.G	Subdivision Administrative Appeal	●					●			
	I.4.H	Subdivision Modification	●	●	○	○		●			
	I.4.I	Amendment to Subdivision Regulations	●	●	○			●			
	I.4.J	Minor Site Plan Review		●		●	●				
	I.4.K	Site Plan Review	●	●	○	○	●	●			
	I.4.L	Rezoning	●	●				●		●	
	I.4.M	Amendment to Zoning Regulations	●	●				●		●	
	I.4.N	Conditional Use Permit	●	●					●		
	I.4.O	Zoning Variance		●					●		
	I.4.P	Zoning Administrative Appeal		●					●		
	I.4.Q	Design Review		●		●	●				
	I.4.R	Certificate of Compliance		●		●					
	I.4.S	Tree Removal Permit		●	○	●					

● Required Step for Each Application

○ May Be Required Depending on Application Scope and Subject Matter

* Note: Residential Plats when parkland contribution is applicable, and Site Plans for City projects are the only items the PRB reviews

*Note: NRB only reviews Restoration Management Plans, Tree Bank contributions, and Conservation Areas.

*Note: DRC reviews plats only when a subdivision entrance is proposed.

III. Zoning Regulations
Section 2.L- Use Chart

Uses			Districts																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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III. Zoning Regulations

Section 2- Uses

M. Development Standards for Uses.

The following development standards apply to Uses designated as Permitted with Development Standards " or requires a Conditional Use Permit "□" in the Use Table, Table 2. L. 1. These standards are intended to alleviate any negative impacts associated with the Use, making it appropriate in a district where it might not otherwise have been appropriate.

3. Hotel/Motel. In the districts where Hotel/Motel is permitted with development standards ("X"), the following applies: Hotels/Motels shall be constructed so that controlled access is provided through a lobby. External individual room access is not permitted.

RESOLUTION R-58-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION
ESTABLISHING MAY 6 -12, 2024 AS NURSES WEEK
IN THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland and the Board of Commissioners desire to promote the observance of National Nurses Week in 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 sign a Proclamation establishing May 6-12, 2024 as Nurses Week in the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Proclamation

WHEREAS, registered nurses in the United States constitute our nation’s largest health care profession; and,

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, including the frontline of the pandemic; and,

WHEREAS, the American Nurses Association, as the voice for registered nurses in this country, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our nation’s registered nursing resources; and,

WHEREAS, professional nursing is an indispensable component of the safety and quality of care of hospitalized and non-hospitalized patients; and,

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and,

WHEREAS, more qualified registered nurses are needed in the future to meet the increasingly complex needs of health care consumers in this community; and,

WHEREAS, the cost-effective, safe, and high-quality health care services provided by registered nurses will be an increasingly important component of the United States health care delivery system in the future; and,

WHEREAS, along with the American Nurses Association, the Tennessee Nurses Association has declared May 6-12 as Nurses Week, with the theme “Nurses Make the Difference,” with appreciation for nurses’ unparalleled impact during the pandemic, and their contributions to health care, and an open invitation to #ThankANurse for enriching our lives and the world we live in.

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, ask that all residents of this city join me in honoring the registered nurses who care for all of us, and further ask that the residents of the City of Lakeland celebrate registered nurses’ accomplishments and efforts to improve our health care system and show our appreciation for the nation’s registered nurses not just during this month, but at every opportunity throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 18th day of April, 2024.

Josh Roman, *Mayor*
City of Lakeland, Tennessee



Board of Commissioners

Meeting Cycle: Thursday, April 18, 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 resolution R-49-2024.

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 requested staff to create Change Order #1 under the FY24 Street Paving project that would not exceed the 25% quantity limit that would lead to an increase in bid price in order to complete patching in Herons Ridge Phases A & B Subdivision. This Change Order #1 will limit the patching work to approximately 14,000 Sq. Ft. in Herons Ridge Phases A & B Subdivision. The cost estimate for this is listed below.

Location	AMOUNT
Herons Ridge Subdivision Phase A & B	\$72,700.00

RESOLUTION R-49-2024

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,

WHEREAS, Change Order #1 will increase the contract seventy-two thousand seven hundred dollars (\$72,700.00) for a total contract price of one million five hundred twenty six thousand six hundred fifteen dollars and eighty-five cents (\$1,526,615.85); 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 one million five hundred twenty six thousand six hundred fifteen dollars and eighty-five cents (\$1,526,615.85)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Change Order No. 1

Date of Issuance: April 10, 2024	Effective Date: April 10, 2024
Owner: City of Lakeland	Owner's Contract No.:
Contractor: Standard Construction Company, Inc.	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: FY2024 Street Paving Project	Contract Name:

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

Description: Increase quantity of F&I Select Backfill (Sand) to 5,625 LF, Increase quantity of F&I Granular Base (LA610) to 3,500 LF, Increase quantity of F&I Asphalt Patch to 437.5 LF, and Add a line item for Herons Ridge Mobilization with a unit price of \$6,500.

Attachments: *[List documents supporting change]*

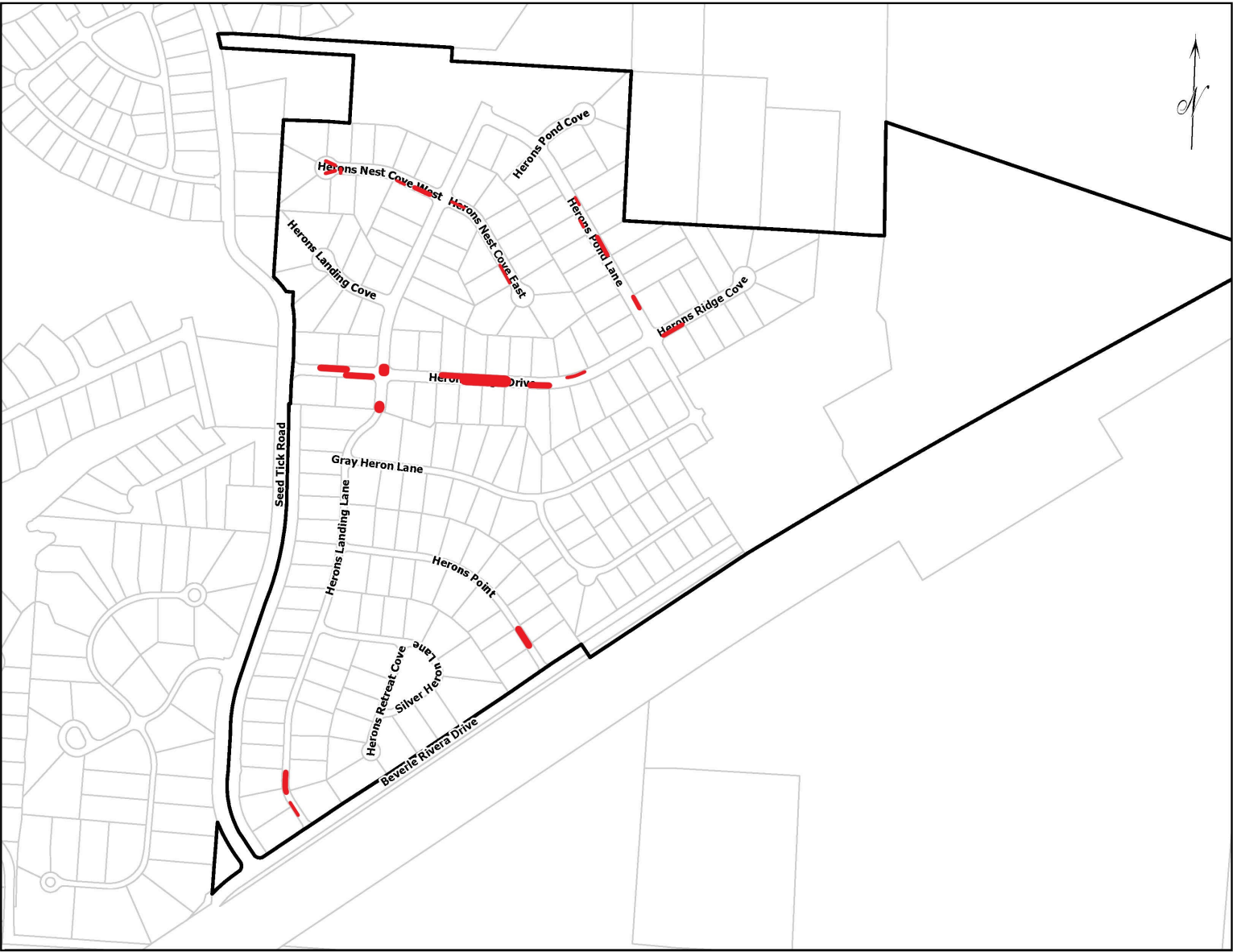
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$1,453,915.85	Original Contract Times: Substantial Completion: August 24, 2024 Ready for Final Payment: August 31, 2024 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment: days or dates
[Increase] [Decrease] of this Change Order: \$ 72,700.00	Increase of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: \$1,526,615.85	Contract Times with all approved Change Orders: Substantial Completion: October 24, 2024 Ready for Final Payment: October 31, 2024 days or dates

RECOMMENDED: By: _____ Engineer (if required) Title: _____ Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Herons Ridge Map for Option 2



Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving a residential subdivision development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phase VI-B.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-52-2024.

BUDGET IMPACT

The development fees associated with this contract total \$67,553.46, of which \$27,253.46 is General Fund revenue and \$40,300.00 is Sewer Fund revenue.

DISCUSSION

Lakeland Meadows Planned Development is located north of Highway 70 and west of Winstead Farms Subdivision. The Outline Plan and Preliminary Development Plan were approved by the Board of Commissioners in October 2018. An amendment to the Outline Plan was approved by the Board of Commissioners in February 2023.

Phase VI-B consists of 13 single family residential lots on approximately 15 acres north of Old Brownsville Road. 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 \$21,246.50 will be required to ensure public and common improvements are completed per the approved plans and specifications. The security for this phase only includes site grading, excavation and water installation. All road, sewer and drainage infrastructure for this phase was installed in Phase VI-A.

RESOLUTION R-52-2024

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT PHASE VI-B

-
- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 118.63 acres, also identified by Parcel ID# LO140 00299 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 13 lot subdivision to be known as Lakeland Meadows Planned Development Phase VI-B ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and the Board of Commissioners ("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,

RESOLUTION R-52-2024

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK
DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT
PHASE VI-B

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, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phase VI-B.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2023**, by and between **VALLEYBROOK DEVELOPMENT, 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-Agricultural which contains approximately 118.63 acres, also identified by Parcel ID # LO140 00299 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **13-lot** subdivision to be known as **Lakeland Meadows Planned Development Phase VI-B** (“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

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.

Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to 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 and Preliminary Development Plan dated September 12, 2018, approved by the Municipal Planning Commission on September 20, 2018 and Board of Commissioners on October 4, 2018 and Amended Outline Plan approved by the Municipal Planning Commission on January 19, 2023 and Board of Commissioners on February 9, 2023, as well as Construction plans as may hereafter be submitted by Developer and approved by City, 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 **Twenty-One Thousand Two Hundred Forty-Six Dollars and Fifty Cents (\$21,246.50)** 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.
- (3) 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 **Forty Thousand Three Hundred Dollars (\$40,300.00)**, which reflects the sewer development fee as required by 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 **Six Thousand Five Hundred Dollars (\$6,500.00)**, 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 **Three Thousand Nine Hundred Dollars (\$3,900.00)**, (\$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 **Four Thousand Four Hundred Dollars (\$4,400.00)**, (\$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 **One Thousand Four Hundred Dollars (\$1,400.00)**, (\$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 **Eight Hundred Dollars (\$800.00)**, (\$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 **Five Hundred Sixty-Four Dollars and Seventy-Eight Cents (\$564.78)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **One Thousand Three Hundred Dollars (\$1,300.00)**, (\$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 **One Thousand Four Hundred Fifty-Nine Dollars and Ten Cents (\$1,459.10)**, (\$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

54. Developer agrees to pay to the City the sum of **Six Hundred Fifty Dollars (\$650.00)**, (\$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 **Six Hundred Ninety-One Dollars and Eighty-Two Cents (\$691.82)**, (\$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 **Five Thousand Five Hundred Eighty-Seven Dollars and Seventy-Six Cents (\$5,587.76)** 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 ENGINEER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

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

- (ii) DEVELOPER
VALLEYBROOK DEVELOPMENTS, LLC
ATTN: LOUIS RICCI
8620 TRINITY ROAD SUITE 202
CORDOVA, TN 38018
Telephone: **(901) 870-0900**

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	\$40,300.00
(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)	\$6,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$3,900.00
(8)	Construction Inspection Fee	\$4,400.00
(9)	Administrative Review Fee	\$1,400.00
(10)	Geographical Information Systems Fee	\$800.00
(11)	Natural Resources Inventory & Analysis Fee	\$564.78
(12)	Parkland Improvement Fee	\$1,300.00
(13)	Tree Removal Fee	\$1,459.10
(14)	Warning Siren Fee	\$650.00
(15)	Parkland Dedication Fee	\$5,587.76
(16)	Parkland Review Fee	\$691.82
	Total	\$67,553.46

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

DEVELOPER:
VALLEYBROOK DEVELOPMENT, 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 _____.

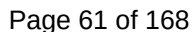
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Lakeland Meadows VI-B				13	Lots	15 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$40,300.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A			
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$6,500.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$3,900.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$4,400.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$1,400.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$564.78			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00		N/A			
Warning Siren (per lot)	\$50.00		\$650.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,459.10			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$800.00			
Parkland Improvement Fee (per lot)	\$100.00		\$1,300.00			
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$691.82			
		Total =	\$61,965.70			
	Acres/Lot =	1.12238462				
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	13				
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 =	0.3822	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$5,587.76			
Total Amount Due			\$67,553.46			



Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving a residential subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 2.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-53-2024.

BUDGET IMPACT

The development fees associated with this contract total \$213,934.08, of which \$86,864.08 is General Fund revenue and \$127,100.00 is 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 was approved on February 1, 2024.

Area 2 includes the development of 41 single family residential lots on approximately 24 acres. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. Security in the amount of \$639,554.10 will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-53-2024

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 2

-
- 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 41 lot subdivision to be known as Ashmont Planned Development Area 2 ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and the Board of Commissioners ("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,

RESOLUTION R-53-2024

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ASHMONT DEVELOPER, LLC FOR ASHMONT PLANNED DEVELOPMENT AREA 2

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, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a residential subdivision development contract with Ashmont Developers, LLC for Ashmont Planned Development Area 2.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL 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 41-lot subdivision to be known as **Ashmont Planned Development Area 2** (“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 **Six Hundred Thirty-Nine Thousand Five Hundred Fifty-Four Dollars and Ten Cents (\$639,554.10)** 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 **One Hundred Twenty-Seven Thousand One Hundred Dollars (\$127,100.00)**, 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 **Twenty Thousand Five Hundred Dollars (\$20,500.00)**, 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 **Twelve Thousand Three Hundred Dollars (\$12,300.00)**, (\$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 **Twelve Thousand Eight Hundred Dollars (\$12,800.00)**, (\$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 **Four Thousand Two Hundred Dollars (\$4,200.00)**, (\$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 **Two Thousand Two Hundred Dollars (\$2,200.00)**, (\$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 **Seven Hundred Seventy-Two Dollars and Seventy-Five Cents (\$772.75)**, (\$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 **Four Thousand One Hundred Dollars (\$4,100.00)**, (\$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 Three Hundred Ninety One Dollars (\$2,391.00)**, (\$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 **Two Thousand Fifty Dollars (\$2,050.00)**, (\$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 **Eight Hundred Seventy-Eight Dollars and Twenty Cents (\$878.20)**, (\$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 **Twenty-Four Thousand Six Hundred Seventy-Two Dollars and Thirteen Cents (\$24,672.13)** 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	\$127,100.00
(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)	\$20,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$12,300.00
(8)	Construction Inspection Fee	\$12,800.00
(9)	Administrative Review Fee	\$4,200.00
(10)	Geographical Information Systems Fee	\$2,200.00
(11)	Natural Resources Inventory & Analysis Fee	\$772.75
(12)	Parkland Improvement Fee	\$4,100.00
(13)	Tree Removal Fee	\$2,391.00
(14)	Warning Siren Fee	\$2,050.00
(15)	Parkland Review Fee	\$878.20
(16)	Parkland Dedication Fee	<u>\$24,672.13</u>
	Total	\$213,964.08

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 _____.

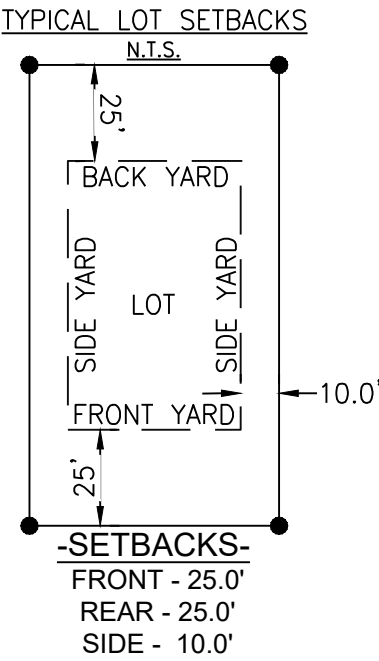
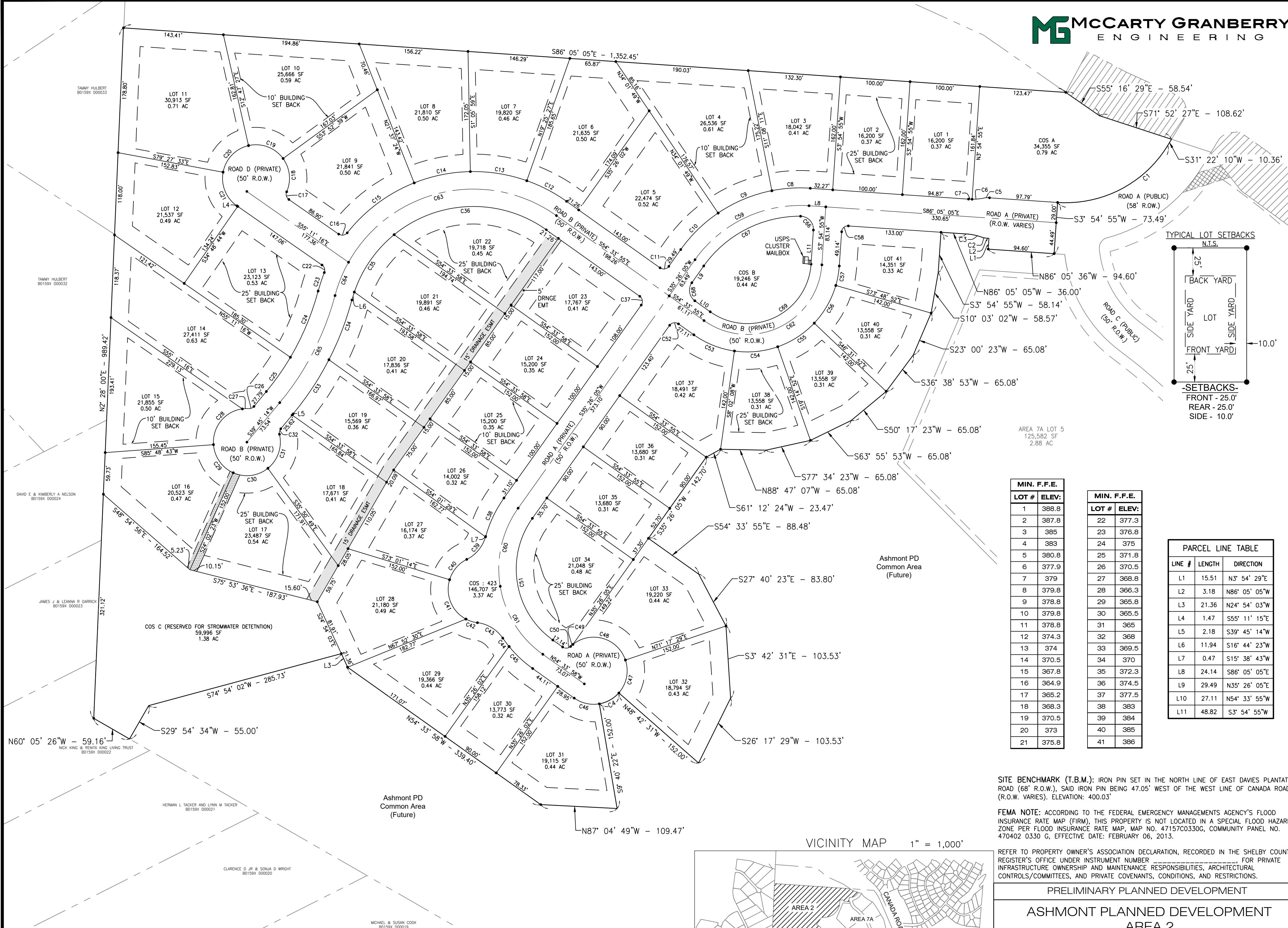
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Ashmont Planned Development Area 2				41	Lots	23.9 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$127,100.00			
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		\$20,500.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$12,300.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$12,800.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$4,200.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$772.75			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00					
Warning Siren (per lot)	\$50.00		\$2,050.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$2,391.00			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$2,200.00			
Parkland Improvement Fee (per lot)	\$100.00		\$4,100.00			
Parkland Review Fee	100+\$20/acre		\$878.20			
		Total =	\$189,291.95			
Acres/Lot =	0.58317073					
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	41				
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 =	1.4				
D=Dedication in acres	D =	1.68756	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$24,672.13			
Total Amount Due			\$213,964.08			



MIN. F.F.E.	
LOT #	ELEV.
1	388.8
2	387.8
3	385
4	383
5	380.8
6	377.9
7	379
8	379.8
9	378.8
10	379.8
11	378.8
12	374.3
13	374
14	370.5
15	367.8
16	364.9
17	365.2
18	368.3
19	370.5
20	373
21	375.8

MIN. F.F.E.	
LOT #	ELEV.
22	377.3
23	376.8
24	375
25	371.8
26	370.5
27	368.8
28	366.3
29	365.8
30	365.5
31	365
32	368
33	369.5
34	370
35	372.3
36	374.5
37	377.5
38	383
39	384
40	385
41	386

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.51	N3° 54' 29"E
L2	3.18	N86° 05' 05"W
L3	21.36	N24° 54' 03"W
L4	1.47	S55° 11' 15"E
L5	2.18	S39° 45' 14"W
L6	11.94	S16° 44' 23"W
L7	0.47	S15° 38' 43"W
L8	24.14	S86° 05' 05"E
L9	29.49	N35° 26' 05"E
L10	27.11	N54° 33' 55"W
L11	48.82	S3° 54' 55"W

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 MANAGERMENTS 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.

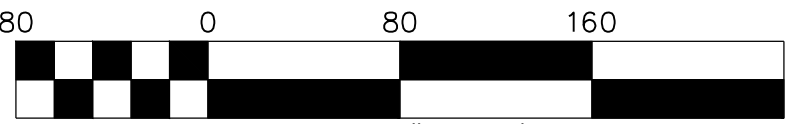
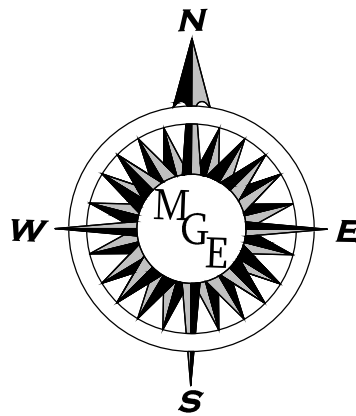
VICINITY MAP 1" = 1,000'



LEGEND

These standard symbols may be found in the drawing.

- PRIVATE DRAINAGE EASEMENT (LOTS 17-23)
- BUILDING SETBACKS
- PRIVATE DRAINAGE / ACCESS EASEMENT (LOTS 16-17)



SCALE: 1" = 80'



Board of Commissioners

Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving the updated City of Lakeland Traffic Calming Policy.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-54-2024.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

The Board of Commissioners adopted the City's current Traffic Calming policy in 2009. This policy applies to local, residential streets when it is perceived that excessive speeds are occurring on a particular street. The policy sets criteria that must generally be met to qualify for the installation of traffic calming measures. During the Transportation Plan update, Kimley-Horn reviewed the existing policy and updated sections with current traffic calming practices.

The plan was presented to the Municipal Planning Commission ("MPC") on April 11, 2024. The MPC recommends approval of the updated Traffic Calming Policy.

RESOLUTION R-54-2024

APPROVING THE UPDATED CITY OF LAKELAND TRAFFIC CALMING POLICY

WHEREAS, the City desires to update its existing neighborhood Traffic Calming Policy; and,

WHEREAS, this policy provides the process and criteria required for implementing traffic calming measures on local, residential streets; and,

WHEREAS, this policy was updated with the recent Transportation Plan Update and replaces the current Traffic Calming Policy adopted in 2009; and,

WHEREAS, the Municipal Planning Commission recommended the policy for approval at the April 11, 2024 meeting:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the updated City of Lakeland Traffic Calming Policy is effective upon passage of this resolution.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

City of Lakeland, TN

Neighborhood Traffic Calming Policy



Lakeland City Hall
10001 Highway 70
Lakeland, TN 38002
(901) 867-2717

Prepared By: Kimley»Horn

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1. Application

This policy applies to local, residential streets. Collector and arterial streets and streets that are located in commercial zoning districts will not be considered for traffic calming.

2. Traffic Calming Review and Implementation Process

Projects that are being considered for the Neighborhood Traffic Calming Policy (NTCP) must follow the procedure that is outlined below.

Step 1: Request for Traffic Calming Measures

Any resident of Lakeland may contact the City Engineer's Office concerning traffic concerns such as speeding or accidents on the street in front of his/her house or in his/her neighborhood. Prior to implementing any traffic control measures, the City Engineer will conduct a cursory review of the issues brought to their attention. This may include reviewing speed studies or collection of accident data and traffic volumes. Other traffic issues will be examined as the need arises. This evaluation will typically include a site visit. If the desire is to move toward installation of traffic calming measures as requested by the resident, the following criteria must generally be met:

- The Average Daily Traffic (ADT) volume is greater than or equal to 500 vehicles per day or 50 vehicles during a single hour.
- The 85th percentile speed is at least 7 mph faster than the posted speed limit.
- The posted speed limit is 30 mph or less. The legal speed limit for Lakeland on local streets is 25 mph.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed eight percent.
- The combination of vertical and horizontal curves along the roadway is not such that would result in an inadequate stopping sight distance for motorists as they encounter the traffic calming devices.
- A petition of support for traffic calming measures is signed by a majority of residents in a neighborhood where the traffic control measure is being considered.

If the Engineering staff determines that the street segment does not exceed the values listed above in either traffic volume or speed, then the project will be terminated. All documentation of the traffic study including the City Engineer's recommendation, traffic volume data, traffic speed and accident data (if collected) will be handed over to the applicant upon completion of the studies.

The project will be ineligible for the NTCP for a period of two years unless the City Engineer determines that changing conditions have resulted in a traffic volume or speeding problem. If the City Engineer determines that a street segment has a traffic volume or a traffic speeding problem, but the above criteria are not met, then the City Engineer will work with the Shelby County Sheriff's Office and neighborhood association to address the problem with education and enforcement efforts.

Step 2: Conduct Education and Enforcement Efforts

All projects in the NTCP will begin with education and enforcement efforts, which will involve the coordinated efforts of the City of Lakeland, the Shelby County Sheriff's Office, and the neighborhood association group. The neighborhood association group must actively participate in the process in order for the project to continue in the NTCP. Education and enforcement efforts will be applied for a period of not less than three months and not more than six months. If the City Engineer determines that these efforts have not sufficiently addressed the identified problem, then the project will proceed to **Step 3**.

If the City Engineer determines that the education and enforcement efforts have addressed the identified problem, then the project will be considered complete. Engineering staff will continue to monitor the project for a period of one year. If the identified problem returns during this time, then the Applicant will be notified, and the project will proceed to **Step 3**. If the identified problem does not develop during this one year period, then the project will be considered complete. If the identified problem returns after this one year period, or if a new traffic volume or speeding problem develops after this one year period, the homeowner's association group must return to **Step 1** in order to be considered for the NTCP again.

Step 3: Evaluate Problems and Identify Possible Solutions

If the City Engineer determines that a street segment has traffic volume or a traffic speed exceeding the criteria outlined in **Step 1** and the education and enforcement efforts were not effective, then the project will be included in the NTCP. The City Engineer will identify various options which are the most feasible and appropriate traffic calming solutions to address the identified traffic problems.

A homeowner's association (HOA) or homeowner's group (applicant) must then submit a written request for traffic calming on a specific street segment or segments to the Engineering Department. The applicant must identify the perceived traffic problem and must include contact information for a representative of the association/group. Individual citizens are not eligible to initiate projects for the NTCP, unless a HOA does not exist.

Examples of traffic calming techniques are provided in **Section 5**. The City Engineer will then attend a publicized neighborhood meeting to present the results of the initial analyses and the identified solutions. Based on comments received at the meeting, the City Engineer will revise the solutions as appropriate. The project will then proceed to **Step 4**.

Step 4: Circulation of a Petition

The applicant begins Step 4 with submitting a written request to initiate traffic calming measures. Upon receipt of the written request from the applicant, the City Engineer will begin this process by defining the petition area. The petition area will typically include the following:

- Properties along the street that is being considered for traffic calming measures
- Properties along streets where access is substantially dependent upon the street that is proposed to be calmed
- Properties along any street that is expected to receive significant increases, as determined by the City Engineer, in traffic volumes or types as a result of the traffic calming installation

Engineering staff will prepare a petition packet that includes the petition form, a copy of the NTCP policy, a map of the study area, the names and addresses of the property owners within the petition area, and an explanation of the NTCP procedures. The petition packet will be given to the Applicant, who will be responsible for acquiring the signatures on the petition.

Prior to conducting any work on the street, the petition and the traffic calming request must be presented at a neighborhood meeting that is publicized by the City of Lakeland in a manner that is consistent with Lakeland's standard procedures. Engineering staff will attend the meeting to present the traffic calming request, identify the study area, and to explain the NTCP procedures.

After the meeting, the requester must obtain supporting signatures, or "yes" votes, that represent 51 percent of the households within the petition area. Missing signatures will be counted as "no" votes. The requester will have 90 days after the date of the neighborhood meeting to submit the petition results to the Engineering Department.

If the petition is successful, then the proposed project will proceed to **Step 5**. If the petition fails, or if the petition is not returned by the petition deadline, then the project is terminated, and the neighborhood will be ineligible to submit another request for traffic calming for a period of one year.

Step 5: Develop Construction Documents

Based on the feasible and appropriate solutions identified by the Engineering staff during **Step 3**, the Engineering staff will develop a complete set of construction documents for the proposed traffic calming measures.

Step 6: Prioritize the Project

Projects that reach **Step 5** will be prioritized by the Engineering staff based on a variety of factors such as the traffic speeds, traffic volumes, and implementation costs. Engineering staff will notify the applicant of the project's status at this time. This prioritization will be used by Engineering staff to develop construction schedules for projects.

Step 7: Install the Proposed Traffic Calming Measures

The Project will be implemented according to priority and the availability of funding. Projects that have the highest priority will be implemented first. If sufficient funding is not available for all traffic calming projects, the highest priority will be implemented first. A lower-priority project can be implemented ahead of schedule if the neighborhood association group elects to pay 100 percent of the implementation costs. Installation of the traffic calming measures will be performed by City crews or a contractor that is selected by the City.

Step 8: Monitor the Effectiveness of the Traffic Calming Measures

Approximately three months after the proposed traffic calming devices have been installed, the City Engineer will evaluate the project to determine if the traffic calming devices have sufficiently addressed the traffic problem. If the traffic problem has been resolved, then the project will be considered complete. If the traffic problem has not been resolved, then the City Engineer will consider other solutions that were identified during **Step 3**. If an alternate solution is selected by the City Engineer or the HOA, then the project will return to **Step 4** to be further discussed. If Engineering staff determines that there are no feasible alternatives, then the project will be terminated and will not be considered for

inclusion in the NTCP again unless changing conditions have resulted in a feasible alternative. If this is the case, it will be the responsibility of the neighborhood association group to submit another written request for traffic calming to the City Engineering Department and the entire NTCP process must be repeated.

3. Modification and Removal of a Traffic Calming Device

3.1. Process

If Engineering staff determines that a traffic calming device should be modified or removed due to public health/safety reasons, then Engineering staff, with assistance from Public Works, shall modify or remove the device. If the neighborhood association/group wishes to remove or significantly alter a traffic calming device, then the neighborhood must conduct the same petitioning process outlined in **Step 4**. If the petition supporting the removing/modification is successful, then the neighborhood must pay for the costs that are associated with the removal/modification. A traffic calming device will not be removed until all payment agreements have been finalized. If the removal/modification is initiated by the neighborhood association group, then the neighborhood will be ineligible to participate in the NTCP for a period of five years.

4. Project Screening and Evaluation

Each NTCP will be evaluated and prioritized based on the criteria identified below. The screening and evaluation outlined in this section will be performed as a part of **Step 6**. These criteria are intended to capture the key characteristics of a specific location and include the following:

1. Traffic Conditions

- Vehicular volume
- Vehicular Speed
- Crash History

2. Community Information

- Number/density of potential users
- Proximity to people/trip generators

In addition to the quantitative criteria listed above, each project will be evaluated based on the following qualitative criteria (if applicable):

- Any future planned traffic/safety related improvements in the area
- Any existing/planned on-street bicycle facilities
- Coordination with other agencies/municipalities/utilities

The table below summarizes the screening criteria and the maximum number of points that may be assigned to each category.

Category	Criteria	What is measured?	Maximum Points
Transportation	Vehicular Volume	Roadway ADT	20
	Vehicular Speed	85 th Percentile Speed	30
	Crash History	Crash History (5 years)	20
		Bicycle/Pedestrian Related	10
Transportation Subtotal:			80
Community	User Density	Dwelling Units per linear mile	10
	Location Proximity	Distance to generators such as schools, parks, public transportation, etc.	10
Community Subtotal:			20
Total:			100

4.1. Vehicular Volume

Criteria	Points
ADT > 2,000 vehicles/day	20
1,500 vehicles/day < ADT < 2,000 vehicles/day	15
500 vehicles/day < ADT < 1,500 vehicles/day	10
ADT < 500 vehicles/day	0

4.2. Vehicular Speed

Criteria	Points
85 th Percentile Speed 16+ mph over posted speed limit	30
85 th Percentile Speed 11-15 mph over posted speed limit	25
85 th Percentile Speed 6-10 mph over posted speed limit	15
85 th Percentile Speed 1-5 mph over posted speed limit	10
85 th Percentile Speed at or below posted speed limit	0

4.3. Crash History (Total over past 5 years)

4.3.1. Add 10 points if any of the crashes in the 5-year history involved a pedestrian or bicyclist

Criteria	Points
6 total vehicle-only crashes	20
4 total vehicle-only crashes	15
2 total vehicle-only crashes	5
0 or 1 total vehicle-only crashes	0
Any crash involving bicycle or pedestrian?	10

4.4. User Density

Criteria	Points
50+ dwelling units per linear mile	10
30-49 dwelling units per linear mile	7
10-29 dwelling units per linear mile	4
Less than 10 dwelling units per linear mile	0

4.5. Location Proximity

Criteria	Points
Directly adjacent to generator	10
0 – 0.5 miles from generator	6
0.51 – 1.0 miles from generator	2
1+ miles from generator	0

5. Traffic Calming Toolbox

This section provides an overview of the different kinds of available traffic calming treatments that may be implemented as a part of this process. The traffic calming treatments included in this section are separated into three categories: passive, vertical, and horizontal. The estimated cost of each traffic calming treatment has been categorized using the following tiers:

- LOW: Less than \$5,000
- MEDIUM: \$5,000 - \$10,000
- HIGH: \$10,000 - \$25,000
- VERY HIGH: \$25,000+

In addition, smaller and less expensive traffic calming alternatives to the horizontal and vertical treatments are provided that may be applied in lieu of or in conjunction with the horizontal/vertical treatments.

5.1. Passive Traffic Calming Measures

1) Education

A majority of traffic problems are the result of human behavior. Education efforts such as neighborhood meetings, instructional seminars, workshops, etc. can help implement and direct traffic calming applications.

COST:	Low
ADVANTAGES:	Flexibility related to scheduling and duration; ability to address wide range of concerns/issues; inexpensive
DISADVANTAGES:	Difficult to measure effectiveness; community participation; may not generate immediate results

2) Targeted Enforcement

Through partnership with the Shelby County Sheriff's Office, targeted speed limit enforcement can be implemented in certain areas in response to citizen requests. Targeted speed limit enforcement may be considered to evaluate the level of speed reduction possible with more permanent traffic calming measures, and can be used in conjunction with new physical traffic calming measures to increase awareness.

COST:	Low - High (depending on duration of enforcement)
ADVANTAGES:	Immediate impact; inexpensive (if used temporarily); does not slow emergency vehicles; no design needed
DISADVANTAGES:	Problems may return after enforcement ends; expensive to implement over longer periods of time; requires additional coordination with SCSO

5.2. Vertical Traffic Calming Measures

1) Speed Cushion

Speed cushions are narrower speed humps that are typically installed in the center of each travel lane. Speed cushions are typically six feet in width and between seven to ten feet in length. Emergency vehicles are able to straddle speed cushions due to wider wheel track as opposed to speed humps, which extend the full length of the roadway.

COST:	Low
ADVANTAGES:	Inexpensive; effective at reducing vehicle speed; less expensive than speed humps; does not impact emergency vehicle speed
DISADVANTAGES:	Larger passenger vehicles may be able to straddle speed cushions; impacts maintenance equipment; increases noise/air pollution; can cause vehicles to enter opposing lanes of traffic as a way to avoid speed cushion

2) Raised Crosswalk

Raised crosswalks are located at pedestrian crossings and should be elevated to a height that matches the adjacent sidewalk, such that the raised crosswalk is flush with the curb and/or top of sidewalk at each end. Raised crosswalks must be installed with the appropriate sidewalk transitions on both sides in order to be compliant with the Americans with Disabilities Act of 1990.

COST:	Medium - High
ADVANTAGES:	Increases safety for pedestrians; effective at reducing vehicle speed; ability to improve aesthetics with brick or textured materials
DISADVANTAGES:	More expensive than speed humps; impacts maintenance equipment; increases noise/air pollution; cannot be installed if no sidewalk currently exists at each end; may include additional design and construction to ensure ADA compliance; potential drainage impacts

3) Raised Intersection

Raised intersections create a safer lower vehicular speed intersection by raising the entire intersection to be flush with the top of sidewalk adjacent to the roadway. They are similar to other vertical traffic calming measures in reinforcing slow vehicular speeds and increasing visibility of pedestrians at the intersection.

COST:	High
ADVANTAGES:	Effective at reducing vehicle speeds, Increases safety for pedestrians
DISADVANTAGES:	Very costly, only effective at minor lower-volume intersections, potential drainage impacts from raising the entire intersection.

5.3. Horizontal Traffic Calming Measures

1) Traffic Circle

Traffic circles are raised islands placed in intersections, forcing traffic to circulate around the raised island. The traffic circle is typically circular in shape and can include landscaping within the raised island. The raised island in the center of the intersection typically measures between 16 – 24 feet in diameter. Traffic circles can be controlled by Yield signs on all approaches, Stop signs on all approaches, or a combination of free-flow conditions along the major street and Stop signs along the minor street. Traffic circles prevent motorists from speeding through intersections by impeding the through movement.

COST:	High
ADVANTAGES:	Effective at reducing vehicle speed; ability to improve aesthetics with landscaping; reduces severity/number of crashes
DISADVANTAGES:	Difficult to navigate for larger vehicles; may require additional right-of-way; increased cost/labor for maintenance of improvements; may result in increased traffic volumes on side streets; potential drainage impacts

2) Roundabout

Roundabouts are typically larger than traffic circles and require additional right-of-way. The central island diameter of a roundabout typically measures between 55 – 110 feet. Roundabouts may require raised splitter islands to channel approaching traffic to the right.

COST:	Very High
ADVANTAGES:	Enhanced safety compared to new traffic signal; less expensive to maintain/operate than traffic signal; ability to improve aesthetics with landscaping; minimal or no impact to emergency vehicle response times; reduces vehicle speed on higher-volume roadways
DISADVANTAGES:	May require additional right-of-way and major reconstruction of an existing intersection; increases travel distance for pedestrians; potential drainage impacts

3) Chicane

Chicanes are curb extensions that alternate from one side of the street to the other, creating an S-shaped travel pattern. Raised landscape islands or delineators are usually provided at both ends of a chicane in order to enhance the motorist's awareness of the need for a lateral shift. Along a section of roadway that contains a chicane, on-street parallel parking may be restricted along property frontages due to curb and gutter.

COST:	High
ADVANTAGES:	Reduces vehicle speed by forcing horizontal deflection; easy to navigate for emergency vehicles; ability to improve aesthetics with landscaping
DISADVANTAGES:	Requires additional design considerations to prevent motorists from deviating out of appropriate lane; potential drainage impacts; requires curb realignment; increased cost/labor for maintenance

4) Intersection Bulbout

Intersection bulbouts may also be referred to as intersection narrowing or curb extensions. These curb extensions reduce the width of the roadway at intersections, reducing speeds when motorists experience the physical perception of a narrow roadway. The curb extensions may consist of concrete curb, bollards, or any other obstruction deemed appropriate. Intersection treatments reduce vehicle travel speeds by tightening the curb radii. Bulbouts improve pedestrian safety by providing a refuge for pedestrians and reducing the required crossing distance. Intersection treatments can be retrofitted into an existing intersection without modifying the existing drainage, or they can be designed to provide additional sidewalk width for increased pedestrian use or street furniture. As a result, pedestrian comfort and safety at the intersection are increased.

COST:	Medium – High
ADVANTAGES:	Increases pedestrian safety; easy to navigate for large vehicles and emergency vehicles; prevents parking near intersections; ability to improve aesthetics with landscaping
DISADVANTAGES:	Intersection treatments increase the difficulty for right-turn movements for emergency vehicles; may conflict with on-street bike lanes; minor reduction in on-street parking; increased cost/labor for maintenance

5) Center Island Median

Center island medians are raised islands located along the centerline of a street that narrow the travel lanes at that location in each direction. The presence of a median, resulting in a smaller roadway width, reduces speeds when motorists experience the physical perception of a narrow roadway. The medians are often landscaped to provide visual amenity; they can also contain curb extensions that consist of concrete curbing, a line of bollards, or any other obstruction deemed appropriate. The median island can act as a “gateway” when placed at the entrance to a neighborhood. A median island of adequate width can also be referred to as a “pedestrian refuge” if located at a crosswalk and the median is accommodating for pedestrians.

COST:	Medium – High
ADVANTAGES:	Ability to improve aesthetics with landscaping; eliminates possibility of vehicles using median to make illegal passing maneuvers; reduces vehicle speed
DISADVANTAGES:	May impact driveway access to adjacent properties; increased cost/labor for maintenance of landscaping; limited effectiveness due to absence of vertical deflection

6) Striping

Roadway striping serves to delineate function within different areas of the street. Striping is a simple solution that can be used to delineate narrower travel lanes, clearly mark pedestrian crossings, and create buffer areas between parking, bike lanes, and various other elements to raise driver awareness and reduce vehicle speeds.

COST:	Low
ADVANTAGES:	Inexpensive; effective at reducing vehicle speed and organizing the roadway based on function; easy to install
DISADVANTAGES:	Some maintenance responsibilities over time; does not physically deter drivers from speeding

Neighborhood Traffic Calming Policy

April 2024



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04 - Modifications & Special Requirements.....	09
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WHAT IS TRAFFIC CALMING?

Traffic calming is defined by the Institute of Traffic Engineers (ITE) as the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. The objective of traffic calming is to increase the safety for all street users by reducing the speed and volume of vehicular traffic to acceptable levels.

This policy applies to local, residential streets. Collector and arterial streets and streets that are located within commercial zoning districts will not be considered for traffic calming. Projects that are being considered for the Neighborhood Traffic Calming Policy (NTCP) must follow the procedure that is outlined in this document and the adopted NTCP report.

What are the Neighborhood Traffic Calming Policy Goals?



Provide a framework to **ADDRESS RESIDENTIAL SAFETY AND LIVABILITY CONCERNS** through the collaboration of neighborhoods and City of Lakeland Staff.



SUPPORT GROWTH in a way that can protect neighborhoods from the negative impacts of traffic by implementing innovative and effective transportation solutions.



STEP 1: MAKE A REQUEST

Request a review from City Staff

Review will be based on the following criteria:

1. Average Daily Traffic (ADT)
2. 85th Percentile Speed
3. Posted Speed Limit
4. Roadway Classification, Grade, & Sight Distance



STEP 2: EDUCATION & ENFORCEMENT

All projects will begin with education and enforcement efforts to address the identified problem. This will involve the coordinated efforts of the City of Lakeland, the Shelby County Sheriff's Office, and the *active participation* of the neighborhood association group.

If City Staff determines that the education and enforcement efforts have addressed the identified problem, then the project will be considered complete. Staff will continue to monitor the project for a period of one year. If the identified problem returns during this time, then the Applicant will be notified, and the project will proceed.



STEP 3: PROPOSE A SOLUTION

Request traffic calming improvements on a specific street segment or segments to the Engineering Department and provide a description of the perceived traffic problem and contact information for association/group representative leading the application.

City Staff will attend a publicized neighborhood meeting to present potential solutions to address the identified traffic problems. Based on comments received at this meeting, the City Staff will revise the solutions as appropriate.

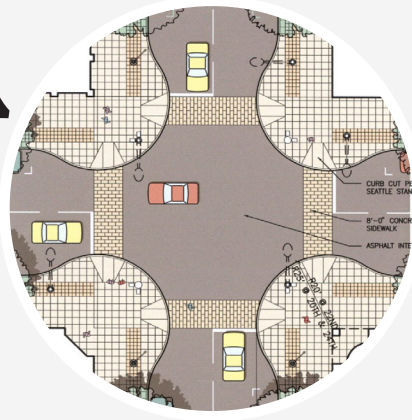


STEP 4: CIRCULATE A PETITION

City Staff will define the petition area based on project location and impact.

Petition packet will be provided to the Applicant by City Staff for circulation – 51% or greater support is required of all households within petition area.

Applicant will have 90 days after the date of the neighborhood meeting to submit the petition results to City Staff.



STEP 5 & 6: CONSTRUCTION DOCS & PRIORITIZATION

STEP 5: If approved, City Engineering Staff will develop a set of construction documents for the project.

STEP 6: Staff will prioritize traffic calming projects based on a variety of factors such as traffic speed, volume, and implementation costs.

Projects with highest priority will be implemented first according to availability of funding.

A lower-priority project may be implemented ahead of schedule if the neighborhood association group elects to pay 100% of implementation costs.



STEP 7 & 8: INSTALLATION & EVALUATION

STEP 7: The approved project will be implemented based on its priority ranking and the availability of funding.

STEP 8: Post construction, the City Engineer will evaluate the project approximately three months after traffic calming devices have been installed to determine if the traffic problem has been sufficiently addressed.

Other solutions may be considered by the City Engineer if the problem has not been resolved.

HOW ARE NEIGHBORHOOD TRAFFIC CALMING PROJECTS PRIORITIZED?

Each NTCP project will be evaluated and prioritized based on the criteria identified below and scored by Staff based on a total of 100 points. The screening and evaluation will be performed as a part of **Step 6** in the approval process. These criteria are intended to capture the key characteristics of a specific location and include the following:

Evaluation Criteria:

Existing Traffic Conditions:

- Vehicular Volume
- Vehicular Speed
- Crash History

Community Information:

- Number/Density of potential users
- Proximity to people/trip generators

Additional Qualitative Criteria:

- Any future planned traffic/safety related improvements in the area.
- Any existing/planned on-street bicycle facilities
- Coordination with other agencies/ municipalities/utilities

Screening Criteria and Maximum Points:

CATEGORY	CRITERIA	WHAT IS MEASURED?	MAXIMUM POINTS
TRANSPORTATION	VEHICULAR VOLUME	ROADWAY ADT	20
	VEHICULAR SPEED	85TH PERCENTILE SPEED	30
	CRASH HISTORY	CRASH HISTORY (5 YEARS)	30
TRANSPORTATION SUBTOTAL:			80
LOCATION PROXIMITY	USER DENSITY	DWELLING UNITS PER LINEAR MILE	10
	LOCATION PROXIMITY	DISTANCE TO GENERATORS SUCH AS SCHOOLS, PARKS, PUBLIC TRANSPORTATION, ETC.	10
COMMUNITY SUBTOTAL:			20
TOTAL:			100

MODIFICATION AND REMOVAL OF AN APPROVED NTCP PROJECT

If Engineering staff determines that a traffic calming device should be modified or removed due to public health/safety reasons, then Engineering staff, with assistance from Public Works, shall modify or remove the device.

If the neighborhood association/group wishes to remove or significantly alter a traffic calming device, then the neighborhood must conduct the same petitioning process outlined in Step 4. If the petition supporting the removal/modification is successful, then the neighborhood must pay for the costs that are associated with the removal/modification. A traffic calming device will not be removed until all payment agreements have been finalized. If the removal/modification is initiated by the neighborhood association group, then the neighborhood will be ineligible to participate in the NTCP for a period of five years.

Passive Traffic Calming Measures:

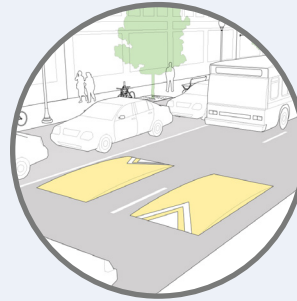


EDUCATION



TARGETED
ENFORCEMENT

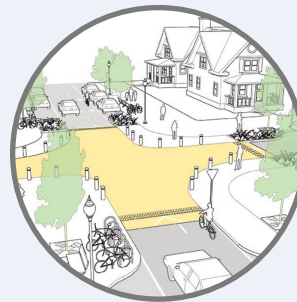
Vertical Traffic Calming Measures:



SPEED CUSHION

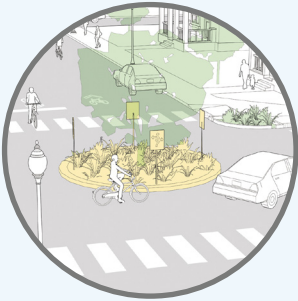


RAISED CROSSWALK



RAISED INTERSECTION

Horizontal Traffic Calming Measures:



TRAFFIC CIRCLE



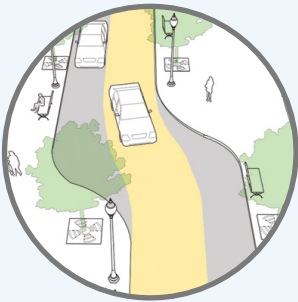
INTERSECTION BULB-OUT



ROUNDAABOUT



CENTER ISLAND MEDIAN



CHICANE



STRIPING

Education

A majority of traffic problems are the result of human behavior. Education efforts such as neighborhood meetings, instructional seminars, workshops, etc. can help implement and direct traffic calming applications.



Traffic Calming Metrics:

\$ \$ \$ \$ Cost = Low (less than \$5,000)



Pros:

- Flexibility related to scheduling and duration; ability to address wide range of concerns/issues; inexpensive.



Cons:

- Difficult to measure effectiveness; community participation; may not generate immediate results.

Targeted Enforcement

Through partnership with the Shelby County Sheriff's Office, targeted speed limit enforcement can be implemented in certain areas in response to citizen requests. Targeted speed limit enforcement may be considered to evaluate the level of speed reduction possible with more permanent traffic calming measures, and can be used in conjunction with new physical traffic calming measures to increase awareness.



Traffic Calming Metrics:



Cost = Medium (Depending on duration of time utilized)



Pros:

- Immediate impact; inexpensive (if used temporarily); does not slow emergency vehicles; no design needed.



Cons:

- Problems may return after enforcement ends; expensive to implement over longer periods of time; requires additional coordination with SCSO.

Speed Cushions

Speed cushions are narrower speed humps that are typically installed in the center of each travel lane. Speed cushions are typically six feet in width and between seven to ten feet in length. Emergency vehicles are able to straddle speed cushions due to wider wheel track as opposed to speed humps, which extend the full length of the roadway.



Traffic Calming Metrics:



Cost = Low (less than \$5,000)



Pros:

- Inexpensive; effective at reducing vehicle speed; less expensive than speed humps; does not impact emergency vehicle speed.



Cons:

- Larger passenger vehicles can straddle speed cushions; vehicles may leave lane to avoid cushions.

Raised Crosswalk

Raised crosswalks are located at pedestrian crossings and should be elevated to a height that matches the adjacent sidewalk, such that the raised crosswalk is flush with the curb and/or top of sidewalk at each end.



Traffic Calming Metrics:



Cost = High (\$10,000 - \$25,000)



Pros:

- Increases safety for pedestrians; reduces vehicle speed; ability to improve aesthetics with textured materials



Cons:

- Requires sidewalk on both sides of installation; potential drainage impacts, may need additional design to meet ADA requirements.

Raised Intersection

Raised intersections create a safer, lower vehicular speed intersection by raising the entire intersection to be flush with the top of sidewalk adjacent to the roadway. They are similar to other vertical traffic calming measures in reinforcing slow vehicular speeds and increasing visibility of pedestrians at the intersection.



Traffic Calming Metrics:

\$\$\$ Cost = Very High (\$25,000+)



Pros:

- Effective at reducing vehicle speeds; improves safety and comfort of pedestrians



Cons:

- Very costly; only effective at minor lower-volume intersections; potential drainage impacts from raising the entire intersection

Traffic Circle

Traffic circles are raised islands placed in intersections, forcing traffic to circulate around the raised island and typically measure between 16 – 24 feet in diameter. Traffic circles can be controlled by Yield signs on all approaches, Stop signs on all approaches, or a combination of free-flow conditions depending on street classifications. Traffic circles prevent motorists from speeding by impeding through movement.



Traffic Calming Metrics:

\$ \$ \$ \$

Cost = High (\$10,000 - \$25,000)



Pros:

- Effective at reducing vehicle speed; ability to improve aesthetics with landscaping; reduces severity/ number of crashes



Cons:

- Difficult to navigate for larger vehicles; may require additional right-of-way; potential drainage impacts

Roundabout

Roundabouts are typically larger than traffic circles and require additional right-of-way. The central island diameter of a roundabout typically measures between 55 – 110 feet. Roundabouts may require raised splitter islands to channel approaching traffic to the right.



Traffic Calming Metrics:

\$ \$ \$ \$ Cost = Very High (\$25,000+)



Pros:

- Less expensive to operate than traffic signal; can improve aesthetics; minimal impact to emergency vehicle response times; reduces vehicle speeds.



Cons:

- May require additional right-of-way and major intersection reconstruction; increases pedestrian travel distance; potential drainage impacts

Chicanes

Chicanes are curb extensions that alternate from one side of the street to the other, creating an S-shaped travel pattern. Raised landscape islands or delineators are usually provided at both ends of a chicane in order to enhance the motorist's awareness of the need for a lateral shift.



Traffic Calming Metrics:

\$\$\$

Cost = Very High (\$25,000+)



Pros:

- Reduces vehicle speed by forcing horizontal deflection; easy to navigate for emergency vehicles; ability to improve aesthetics with landscaping.



Cons:

- potential drainage impacts; requires curb realignment; increased cost/labor for maintenance of landscaping.

Intersection Bulb-out

Intersection bulb-outs, also known as curb extensions, reduce the width of the roadway at intersections and reduce speeds when motorists experience the physical perception of a narrow roadway. Bulb-outs improve pedestrian safety by providing a refuge for pedestrians and reducing the required crossing distance. As a result, pedestrian comfort and safety at the intersection are increased.



Traffic Calming Metrics:

\$\$\$ Cost = High (\$10,000 - \$25,000)



Pros:

- Increases pedestrian safety; easy to navigate for large vehicles and emergency vehicles; prevents parking near intersections; ability to improve aesthetics with landscaping.



Cons:

- Harder turns for emergency vehicles; may conflict with on-street bike lanes; minor reduction in on-street parking; increased cost/labor for maintenance of landscape.

Center Island Median

Center island medians are raised islands located along the centerline of a street that narrow the travel lanes at that location in each direction. The presence of a median, resulting in a smaller roadway width, reduces speeds when motorists experience the physical perception of a narrow roadway. A median island of adequate width can also be referred to as a “pedestrian refuge” if located at a crosswalk.



Traffic Calming Metrics:

\$ \$ \$ \$

Cost = High (\$10,000 - \$25,000)



Pros:

- Ability to improve aesthetics with landscaping; eliminates possibility of vehicles using median to make illegal passing maneuvers; reduces vehicle speed.



Cons:

- May impact driveway access to adjacent properties; increased cost/labor for maintenance of landscaping.

Striping

Roadway striping serves to delineate function within different areas of the street. Striping is a simple solution that can be used to delineate narrower travel lanes, clearly mark pedestrian crossings, and create buffer areas between parking, bike lanes, and various other elements to raise driver awareness and reduce vehicle speeds.



Traffic Calming Metrics:



Cost = Low (less than \$5,000)



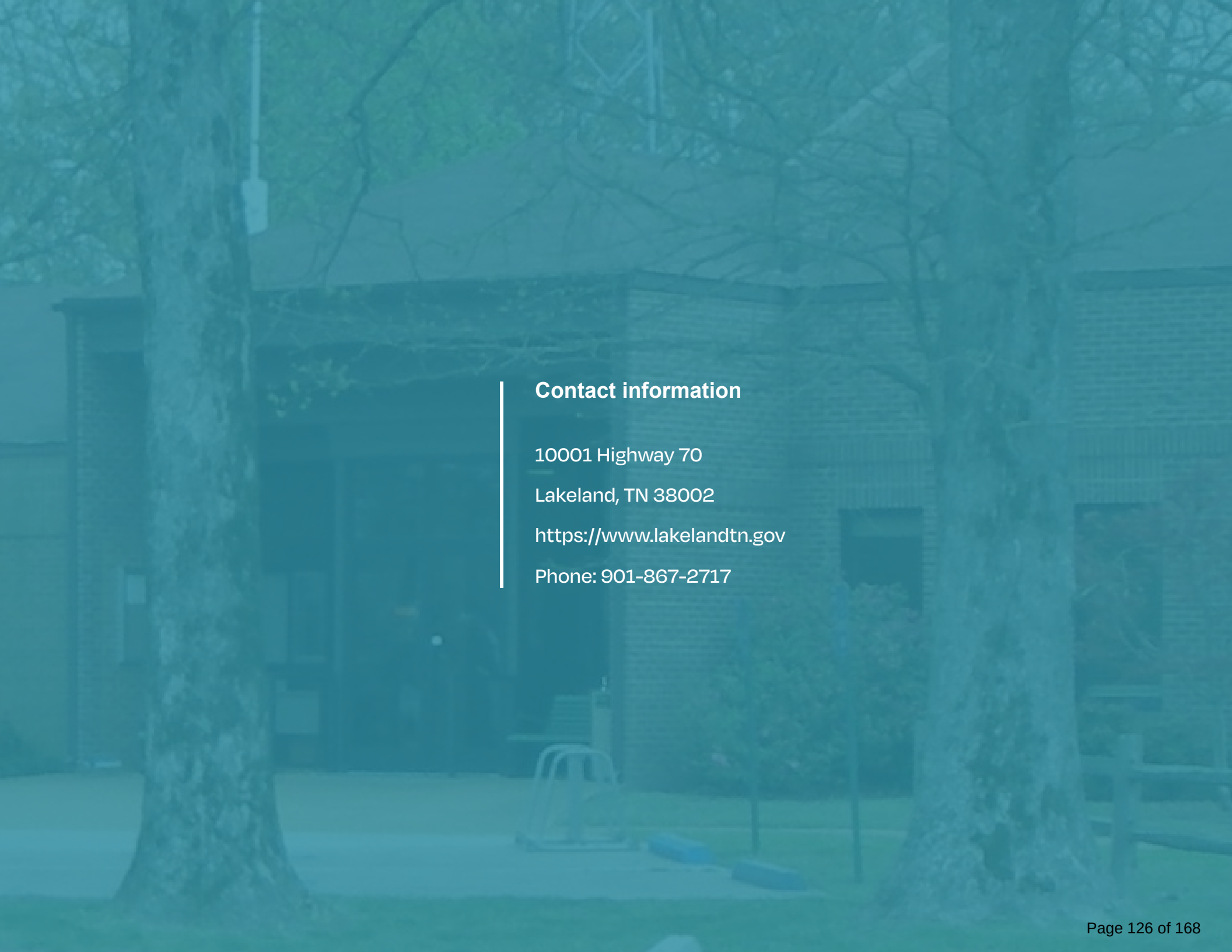
Pros:

- Inexpensive; effective at reducing vehicle speed and organizing the roadway based on function; low cost



Cons:

- Some maintenance responsibilities over time.
- Does not physically deter drivers from speeding

The background image is a photograph of a brick building, likely a school or community center, with large trees in the foreground and a playground area visible. The image is overlaid with a semi-transparent blue filter. A white vertical line is positioned to the left of the contact information text.

Contact information

10001 Highway 70

Lakeland, TN 38002

<https://www.lakelandtn.gov>

Phone: 901-867-2717

RESOLUTION 2009/08-53
A RESOLUTION ADOPTING TRAFFIC CALMING POLICY
FOR THE CITY OF LAKELAND

FILE COPY

WHEREAS, the City of Lakeland desires to implement a traffic calming policy for local streets.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND TENNESSEE THE FOLLOWING NEIGHBORHOOD TRAFFIC CALMING PROGRAM IS ADOPTED:

SECTION 1. NEIGHBORHOOD TRAFFIC CALMING POLICY (NTCP) FOR THE CITY OF LAKELAND, TENNESSEE

APPLICATION

This policy applies to local, residential streets. Collector and arterial streets and streets that are located in commercial zoning districts will not be considered for traffic calming.

PROCESS

Projects that are being considered for the NTCP must follow the procedure that is outlined below.

Step 1: Request for Traffic Calming Measures

Any resident of Lakeland may contact the City Engineer's Office concerning traffic concerns such as speeding or accidents on the street in front of his/her house or in his/her neighborhood. Prior to implementing any traffic control measures, the City Engineer will conduct a cursory review of the issues brought to their attention. This may include reviewing speed studies or collection of accident data and traffic volumes. Other traffic issues will be examined as the need arises. This evaluation will typically include a site visit. If the desire is to move toward installation of traffic calming measures as requested by the resident, the following criteria must generally be met:

- The Average Daily Traffic (ADT) volume is greater than or equal to 500 vehicles per day or 50 vehicles during a single hour.
- The 85th percentile speed is at least 7 mph faster than the posted speed limit.
- The posted speed limit is 30 mph or less. The legal speed limit for Lakeland on local streets is 25 mph.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed eight percent.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorist as they encounter the traffic calming devices.
- A petition of support for traffic calming measures is signed by a majority of residents in a neighborhood where the traffic control measure is being considered.

If the Engineering staff determines that the street segment does not exceed the values listed above in either traffic volume or speed, then the project will be terminated. All documentation of the traffic study including the City Engineer's recommendation, traffic volume data, traffic speed and accident data (if collected) will be handed over to the applicant upon completion of the studies.

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A RESOLUTION ADOPTING TRAFFIC CALMING POLICY
FOR THE CITY OF LAKE LAND

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The project will be ineligible for the NTCF for a period of two years unless the City Engineer determines that changing conditions have resulted in a traffic volume or speeding problem. If the City Engineer determines that a street segment has a traffic volume or a traffic speeding problem, but the above criteria are not met, then the City Engineer will work with the Shelby County Sheriff's Office and neighborhood association to address the problem with education and enforcement efforts.

Step 2: Evaluate Problems and Identify Possible Solutions.

If the City Engineer determines that a street segment has traffic volume or a traffic speed exceeding the criteria outlined in Step 1, then the project will be included in the NTCF. The City Engineer will identify various options which are the most feasible and appropriate traffic calming solutions to address the identified traffic problems.

A homeowner's association (HOA) or homeowner's group (applicant) must then submit a written request for traffic calming on a specific street segment or segments to the Engineering Department. The applicant must identify the perceived traffic problem and must include contact information for a representative of the association/group. Individual citizens are not eligible to initiate projects for the NTCF, unless a HOA does not exist.

Examples of traffic calming techniques are provided in Appendix A. The City Engineer will then attend a publicized neighborhood meeting to present the results of the initial analyses and the identified solutions. Based on comments received at the meeting, the City Engineer will revise the solutions as appropriate. The project will then proceed to Step 3.

Step 3: Conduct Education and Enforcement Efforts

All projects in the NTCF will begin with education and enforcement efforts, which will involve the coordinated efforts of the City of Lakeland, The Shelby County Sheriff's Office, and the neighborhood association group. The neighborhood association group must actively participate in the process in order for the project to continue in the NTCF. Education and enforcement efforts will be applied for a period of not less than three months and not more than six months. If the City Engineer determines that these efforts have not sufficiently addressed the identified problem, then the project will proceed to Step 4.

If the City Engineer determines that the education and enforcement efforts have addressed the identified problem, then the project will be considered complete. Engineering staff will continue to monitor the project for a period of one year. If the identified problem returns during this time, then the Applicant will be notified, and the project will proceed to Step 4. If the identified problem does not develop during this one year period, then the project will be considered complete. If the identified problem returns after this one year period, or if a new traffic volume or traffic speeding problem develops after this one year period, the homeowner's association group must return to Step 1 in order to be considered for the NTCF again.

Step 4: Circulation of a Petition

Should education and enforcement efforts not be successful, the applicant may proceed with the request to initiate other traffic calming measures such as structural roadway measures. Upon receipt of the written request from the applicant, the City Engineer will begin this process by defining the petition area. The petition area will typically include the following:

RESOLUTION 2009/08-53
A RESOLUTION ADOPTING TRAFFIC CALMING POLICY
FOR THE CITY OF LAKE LAND

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- Properties along the street that is being considered for traffic calming measures
- Properties along streets where access is substantially dependent upon the street that is proposed to be calmed.
- Properties along any street that is expected to receive significant increases, as determined by the City Engineer, in traffic volumes or types as a result of the traffic calming installation.

Engineering staff will prepare a petition packet that includes the petition form, a copy of the NTCP policy, a map of the study area, the names and addresses of the property owners within the petition area, and an explanation of the NTCP procedures. The petition packet will be given to the Applicant, who will be responsible for acquiring the signatures on the petition.

Prior to conducting any work on the street, the petition and the traffic calming request must be presented at a neighborhood meeting that is publicized by the City of Lakeland in a manner that is consistent with Lakeland's standard procedures. Engineering staff will attend the meeting to present the traffic calming request, identify the study area, and to explain the NTCP procedures.

After the meeting, the requester must obtain supporting signatures, or "yes" votes, that represent 51 percent of the households within the petition area. Missing signatures will be counted as "no" votes. The requester will have 90 days after the date of the neighborhood meeting to submit the petition results to the Engineering Department.

If the petition is successful, then the proposed project will proceed to Step 5. If the petition fails, or if the petition is not returned by the petition deadline, then the project is terminated, and the neighborhood will be ineligible to submit another request for traffic calming for a period of one year.

Step 5: Develop Construction Documents

Based on the feasible and appropriate solutions identified by the Engineering staff during Step 2, the Engineering staff will develop a complete set of construction documents for the proposed traffic calming measures.

Step 6: Prioritize the Project

Projects that reach Step 5 will be prioritized by the Engineering staff based on a variety of factors such as traffic speeds, traffic volumes, and implementation costs. Engineering staff will notify the applicant of the project's status at this time. This prioritization will be used by Engineering staff to develop construction schedules for projects.

Step 7: Install the Proposed Traffic Calming Measures

The Project will be implemented according to priority and the availability of funding. Projects that have the highest priority will be implemented first. If sufficient funding is not available for all NTCP, the highest priority will be implemented first. A lower-priority project can be implemented ahead of schedule if the neighborhood association group elects to pay 100 percent of the implementation costs and as long as doing so does not affect the construction schedules of higher priority projects. Installation of the traffic calming measures will be performed by City crews or by a contractor that is selected by the City.

RESOLUTION 2009/08-53
A RESOLUTION ADOPTING TRAFFIC CALMING POLICY
FOR THE CITY OF LAKE LAND

FILE COPY

Step 8: Monitor the Effectiveness of the Traffic Calming Measures

Approximately three months after the proposed traffic calming devices have been installed, the City Engineer will evaluate the project to determine if the traffic calming devices have sufficiently addressed the traffic problem identified during Step 2. If the traffic problem has been resolved, then the project will be considered complete. If the traffic problem has not been resolved, then the City Engineer will consider other solutions that were identified during Step 2. If an alternate solution is selected by the City Engineer or the HOA, then the project will return to Step 4 to be further discussed. If Engineering staff determines that there are no feasible alternatives, then the project will be terminated and will not be considered for inclusion in the NTCF again unless changing conditions have resulted in a feasible alternative. If this is the case, it will be the responsibility of the neighborhood association group to submit another written request for traffic calming to the City Engineering Department and the entire NTCF process must be repeated.

MODIFICATION OR REMOVAL OF A TRAFFIC CALMING DEVICE

Process

If Engineering staff determines that a traffic calming device should be modified or removed due to public health/safety reasons, then Engineering staff, with assistance from Public Works, shall modify or remove the device. If the neighborhood association/group wishes to remove or significantly alter a traffic calming device, then the neighborhood must conduct the same petitioning process outlined in Step 4. If the petition supporting the removing/modification is successful, then the neighborhood must pay for the costs that are associated with the removal/modification. A traffic calming device will not be removed until all payment agreements have been finalized. If the removal/modification is initiated by the neighborhood association group, then the neighborhood is initiated by the neighborhood association group, then the neighborhood will be ineligible to participate in the NTCF for a period of five years.

SPECIAL REQUIREMENTS FOR INSTALLATION OF SPEED HUMPS

Speed Hump Criteria

Local Streets considered for speed humps should be no wider than 35 feet in pavement width with a speed limit of 30 mph or less. Any street without a posted speed limit sign has a posted speed limit of 25 mph. Street must be approved by the fire department prior to the installation of speed humps.

Project Approval Criteria

Speed hump projects will be evaluated on the basis of existing speeds and volumes. Once a speed hump request has been evaluated and determined to meet the City's criteria, the request will be ranked according to the date a verification statement endorsing the speed humps is received from the neighborhood association, organization, or individual. For a street to be considered for speed humps, the conditions spelled out above must be met.

EXHIBIT A **TRAFFIC CALMING TECHNIQUES-BENEFITS, DISADVANTAGES, AND COST**

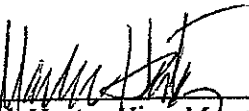
Type	Potential Benefits			Potential Disadvantages			*Cost/Block
	Speed Reduction	Traffic Volume Reduction	Noise and Pollution	Residential Access Limitations	Emergency Vehicle Response Time	Maintenance	
Enforcement/Education	☒	☐	☒	☐	☐	☐	\$50 to \$500
STOP Signs	☐	☐	☒	☐	☒	☐	\$50 to \$500
Lower Posted Speed Limit	☒	☐	☐	☐	☐	☐	\$50 to \$500
Striping	☒	☐	☐	☐	☐	☐	\$200 to \$750
Speed Table	☒	☒	☐	☐	☒	☒	\$200 to \$750
Curb Extension	☒	☐	☐	☒	☐	☒	\$750 to \$5000
Raised Median	☒	☐	☐	☒	☒	☒	\$750 to \$5000
Road Diet	☒	☐	☒	☐	☐	☐	\$5000 to \$20,000
Traffic Circle	☒	☒	☒	☐	☒	☒	\$5000 to \$20,000
☒ Substantial Benefit/Disadvantage ☐ Minor Benefit/Disadvantage ☐ No Benefit/Disadvantage *Cost/Block is the estimated cost per residential block length commonly measured at 300 feet.							

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RESOLUTION 2009/08-53
A RESOLUTION ADOPTING TRAFFIC CALMING POLICY
FOR THE CITY OF LAKELAND

FILE COPY

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 06th day of August, 2009, public welfare requiring.



Mark Hartz, *Vice-Mayor*

ATTEST:



Sondra D. Thomas, CMC
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving the City of Lakeland Residential Street and Infrastructure Conversion Policy.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-55-2024.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

The City does not currently have an adopted policy for the conversion of streets. This would apply to requests from homeowners associations seeking to convert public streets to private streets or private streets to public streets. In the conversion of the street, infrastructure will also be converted, such as curb and gutter and drainage structures.

This item was presented to the Municipal Planning Commission ("MPC") on April 11, 2024. The MPC recommends approval of the Lakeland Residential Street and Infrastructure Conversion Policy.

RESOLUTION R-55-2024

APPROVING THE CITY OF LAKELAND RESIDENTIAL STREET AND
INFRASTRUCTURE CONVERSION POLICY

WHEREAS, the City desires to establish a policy for residential street and infrastructure conversion; and,

WHEREAS, the policy provides the procedure for residential property owners requesting re-designation of a private street to a public street or public street to private street; and,

WHEREAS, the Municipal Planning Commission recommended the Lakeland Residential Street and Infrastructure Conversion Policy for approval at the April 11, 2024 meeting:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City of Lakeland Residential Street and Infrastructure Conversion Policy is effective upon passage of this resolution.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Residential Street and Infrastructure Conversion Policy

Any application by residential property owners requesting re-designation of a private street to a public street or public street to private street shall be subject to review and approval by the Planning Commission and the Board of Commissioners as described in this policy and any other considerations as may be deemed appropriate with respect to the application.

I. GENERAL PROVISIONS

A. What is Covered

Within this policy document the terms street and infrastructure refer to public or private residential streets, sanitary sewer lines, stormwater drain lines, and related apparatus as to all the same, that are within public rights-of-way or easements. Sewer lines serving individual lots, parking spaces, and parking lots are not addressed.

B. Planning Commission Authorization

The Planning Commission has authority to approve the conversion of private streets and the installation of gates, barricades or other barriers that limit the free movement of traffic. All private streets shall meet or exceed the City standards as outlined in the City of Lakeland's Land Development Regulations. The referenced City standards are deemed necessary to protect the health, safety, and general welfare of the residents of the City and to assure that private streets are designed, built, and maintained to acceptable standards. All subdivisions with private streets shall be developed and maintained in compliance with these City standards.

C. Board of Commissioners Final Approval

The Board of Commissioners has authority for final approval of any proposal to convert streets and infrastructure from either public to private, or private to public, ownership.

D. City Maintenance of Private Streets

The City shall have no obligation to maintain any private street or related improvements; however, if the City has infrastructure under a private street and maintenance work is required on said infrastructure, the City shall repair any section of the private street that the City disturbs to repair its infrastructure in a workmanlike manner, to meet the standard of workmanlike quality then prevailing at the time and place of construction. The City shall warrant its work for one calendar year.

E. Disaster Response

The City reserves the right to limit its disaster response within a private street subdivision, such as collection of brush and debris, street clearing and similar measures, based on the availability of state or federal disaster relief funding and the availability of City work forces.

F. Indemnification

By submitting an application, the applicant agrees to indemnify and hold the City harmless for and from any and all claims, demands, suits, damages, liabilities, judgment costs or expenses, including but not limited to attorneys' fees and costs, actually or allegedly, directly or indirectly, arising out of or related to the re-designation of a private street to a public street or public street to private street.

II. POLICIES AND PROCEDURES FOR PRIVATE TO PUBLIC CONVERSION

A. Preliminary Approval of the Planning Commission

- i. If an applicant seeks to convert a private street, and related infrastructure, to a public street and public ownership, the applicant shall file an application with the Planning Department seeking the preliminary approval of the Planning Commission. Such an application shall not be required to contain all the detail that would be required with respect to the final application to the Planning Commission as set out hereinafter but same shall contain at least the following, plus such other information as the Planning Director shall require:
 - a. A plat or plan of the subdivision or planned unit development; and
 - b. A map showing adjacent properties which would, or might be, affected if the application were approved.
- ii. An analysis of the expected cost of conversion and the expense that the City would incur over the next ten (10) years in maintaining the private street(s) and related improvements if same were converted to public property (e.g., sanitary sewer lines, drainage lines, paving, curb and gutter, sidewalks, streetlights, and similar infrastructure) shall be submitted by the applicant for review by the City.
- iii. The Planning Commission shall consider said application. If it gives its preliminary approval, the applicant may request final approval from the Planning Commission in compliance with the process set forth herein. If the Planning Commission denies preliminary approval, the applicant may appeal that action to the Board of Commissioners by submitting to the Planning Director a letter stating the appeal and giving the reasons/justification for it. The applicant has 30 calendar days from the date of the Planning Commission denial to make the appeal. Otherwise, no further action shall be taken by the Planning Commission with respect to an application to convert such private street(s) to public streets. Notwithstanding the grant of preliminary approval by the Planning Commission, nothing hereinabove shall be construed to diminish in any way the authority of the Board of Commissioners to grant or withhold preliminary or final approval to accept a

private street for perpetual maintenance by the City. No reapplication for the same request shall be accepted within one year of the Planning Commission's and/or the Board of Commission final decision.

B. General Requirements

A private street may be converted to a public street if all provisions of this policy are met. The following infrastructure may also be converted to public use and ownership with the conversion of the private street: street pavement and subsurface, curbs and gutters and stormwater, sanitary sewer, and all related apparatus. Sidewalks shall be open for public use in either the public right-of-way or within a pedestrian easement, but all maintenance of sidewalks shall remain the responsibility of the abutting property owner or the homeowners' association. Parking spaces, parking lots, and alleys are not eligible for designation as public right-of-way.

C. Planning Commission Final Approval Process

If preliminary approval is granted by the Planning Commission, the applicant making the request for conversion shall provide the following information:

i. Homeowner's Association Application:

Following preliminary approval, and before a private street conversion application is placed on the Planning Commission agenda, the following shall be submitted to the Planning Department in accordance with the standard filing deadlines:

- a. A formal request to convert the private street or streets from private to public by the Board of Directors of the homeowner's association that owns the street or streets.
- b. A petition indicating the approval from the required percentage of members of the homeowner's association, pursuant to the governance documents of the homeowner's association, to convert the street or streets from private to public.
- c. A copy of the current homeowner's association bylaws or master deed where the required percentage to amend the plat or plan or otherwise authorize the conversion is enumerated.
- d. A diagnostic review of all infrastructure associated with the private street or streets (see subparagraph ii below).
- e. An implementation plan by which the homeowner's association will address any infrastructure improvements (see subparagraph iii below).
- f. A list, in a format acceptable to the Planning Department, of the names and addresses of all property owners within 300 feet of a street that is proposed to be converted.

ii. Diagnostic Review:

The diagnostic review submitted to the Planning Department with the homeowner's association's application shall be accompanied by all maintenance records regarding all

infrastructure associated with the private street or streets. The diagnostic review shall be performed by a professional engineer licensed in the State of Tennessee. The homeowner's association shall bear the sole financial responsibility for its preparation. The City engineer may require the homeowner's association to submit core samples of the street subsurface and surface if he/she finds the age of the subdivision or other considerations warrants such a submittal. The diagnostic review shall analyze and graphically locate all infrastructure associated with the private street, included but not limited to the following:

- a. Sanitary sewer, including a video inspection.
- b. Stormwater, with the exception of detention and retention ponds.
- c. Street subsurface.
- d. Curb and gutter.
- e. Curb and gutter subsurface.
- f. Location and condition of sidewalks.
- g. Type of streetlights (pole and light fixture) and information on the amount of illumination provided.
- h. Other items which the City considers necessary.

iii. Implementation Plan:

If the diagnostic review demonstrates that either due to initial installation, lack of proper maintenance or other cause, any of the infrastructure to be converted to public ownership does not meet City standards, an implementation plan shall be submitted that indicates the cost and timeline with which such substandard infrastructure will be upgraded to City standards by the homeowner's association. If the implementation plan does not address any of the following items of infrastructure that do not meet City standards, the request to convert the private street or streets shall not be placed on the Planning Commission agenda:

- a. Street pavement and subsurface.
- b. Curbs and gutters.
- c. Stormwater infrastructure, with the exception of detention and retention ponds.
- d. All sanitary sewer infrastructure, with the exception of private service connections.
- e. Sidewalk repairs.
- f. Streetlight repair and improvement.

iv. Planning Commission Review:

Once the Planning Department has reviewed the diagnostic review and found the implementation plan to be satisfactory, the request to convert the private street or streets to public use and ownership may be placed on the next available Planning Commission agenda. The Planning Commission may deny a request if it finds the implementation plan impracticable or not in the best interests of the City in terms of health, safety, or welfare. The Planning Commission may deny a request that it finds would involve the City taking ownership of the infrastructure listed in subparagraph iii (Implementation Plan) above that

does not meet City standards. However, it has the discretion to approve a request for a private street conversion in the following situations:

- a. Curb and gutter type that does not meet City standards, provided sufficient base exists.
- b. Street width that does not meet City standards, provided adequate emergency access exists.
- c. Intersection radii that do not meet City standards, provided adequate emergency access exists.
- d. The absence of sidewalks on both sides of the street.
- e. Streetlight type, if the streetlights do not meet City standards for the level of illumination, and type of light fixture and/or pole, they shall remain under the ownership and maintenance of the adjacent property owners or the homeowner's association.
- f. Storm drainage that does not meet current standards but is adequate for the demands placed on it.
- g. Sewer systems that do not meet current City standards but were built to standards in effect at the time of construction and are adequate to meet the demands placed upon them, unless there is a safety issue (for example, the existence of asbestos pipe).

If the Planning Commission denies final approval, the applicant may appeal that action to the Board of Commissioners by submitting to the Planning Director a letter stating the appeal and giving the reasons/justification for it. The applicant has 30 calendar days from the date of the Planning Commission denial to make the appeal.

D. Revised Plat or Plan

If conversion is given final approval, the revised subdivision plat or planned development plan shall include notes that the plat or plan is being re-recorded to convert the private street or streets to public right-of-way. Additional notes shall address the conversion of all sanitary sewer lines. Only stormwater infrastructure that is in and under the street shall be converted to public ownership; all detention and retention ponds shall remain in common areas owned by the homeowner's association. If streetlights are to remain private, a note should be placed onto the plat to that effect. The revised plat or plan shall be submitted prior to Board of Commissioners approval. The revised plat or plan shall not be re-recorded until all construction is complete and accepted by the City as per the implementation plan. New as-built plans shall be submitted by the homeowner's association to the City prior to the re-recording of the plat or plan.

E. Board of Commissioners Approval.

The Board of Commissioners shall have final authority to accept a private street for perpetual maintenance by the City. In the event upgrades are to be made based on the diagnostic review, the homeowners association shall enter into a contract with the City and post a letter of credit, cash or certificate of deposit in the amount equal to 100% of the cost of improvements made in order to cause the private street and all related improvements to meet City standards and to provide a one-

year warranty period, commencing from the date of the re-recording of the plat or development plan. Such contract shall provide that any deficiencies occurring within said one (1) year warranty period shall be repaired at the expense of the homeowners' association and that an additional one (1) year warranty period shall apply as to any work done during the initial warranty period and successively thereafter as to any work done during any phase of the warranty period as same may be extended due to work done on deficiencies occurring during the warranty period. The Board of Commissioners may reject any request if, in its opinion, acceptance of the streets would create an undue financial burden or excessive liability risk for the City.

F. Homeowners' Association Obligations

The homeowner's association of the development requesting the conversion of private streets to public streets shall bear the full cost for the diagnostic review, video inspection of stormwater and sanitary sewer infrastructure, surveying, plat recording, redesign, redrafting of as-built plans, amendments to the association master deed and bylaws, inspections, testing, certification and construction modifications required to bring the streets into conformance with the technical standards and construction provisions for public streets and other improvements required in the City's subdivision regulations. In addition, the Board of Commissioners may establish reasonable application fees to recover administrative and legal costs associated with the review and processing of the application for conversion.

G. Removal of Barriers, Signs, and Traffic Control Devices

In the event a private street is converted to a public street by action of the Board of Commissioners the homeowner's association shall remove any gates, barricades, speed bumps or other barriers that prevent the free movement of traffic, and install appropriate regulatory signs, street marking and street signs consistent with City standards prior to the subdivision plat or planned development plan being re-recorded. If a private street is converted to public, private guards shall no longer regulate ingress to and egress from the subdivision. These costs shall be paid by the homeowner's association and not by the City. City maintenance of the infrastructure shall not commence until such items are removed and the plat is re-recorded.

H. Effective Date of Conversion

The conversion of a private street to a public street will become effective upon the homeowners' association fulfillment of the requirements placed upon it by the City and/or Planning Commission as evidenced by the re-recording of the subdivision plat or planned development plan. If the HOA/applicant fails to complete the requirements within 3 years of the date of approval of the initial application the approval shall be automatically rescinded.

III. POLICIES AND PROCEDURES FOR PUBLIC TO PRIVATE CONVERSION

A. Preliminary Approval of the Planning Commission

- i. If an applicant seeks to convert a public street, and related infrastructure, to a private street and private ownership, the applicant shall file an application with the

Planning Department seeking the preliminary approval of the Planning Commission. Such an application shall not be required to contain all the detail that would be required with respect to the final application to the Planning Commission as set out hereinafter but same shall contain at least the following, plus such other information as the Planning Director shall require:

- a. A plat or plan of the subdivision or planned unit development.
 - b. A map showing adjacent properties which would or might be affected if the application were approved.
- ii. The Planning Commission shall consider said application. If it gives its preliminary approval, the applicant may request final approval from the Planning Commission in compliance with the process set forth herein. If the Planning Commission denies preliminary approval, the applicant may appeal that action to the Board of Commissioners by submitting to the Planning Director a letter stating the appeal and giving the reasons/justification for it. The applicant has 30 calendar days from the date of the Planning Commission denial to make the appeal. Otherwise, no further action shall be taken by the Planning Commission with respect to an application to convert such private street(s) to public streets. Notwithstanding the grant of preliminary approval by the Planning Commission, nothing hereinabove shall be construed to diminish in any way the authority of the Board of Commissioners to grant or withhold preliminary or final approval to accept a private street for perpetual maintenance by the City. No reapplication for the same request shall be accepted within one year of the Planning Commission's and/or the Board of Commission final decision.

B. General Requirements

i. Connectivity

No existing subdivision or planned unit development may convert from public to private streets when the creation of private streets and/or gated communities would eliminate traffic movement between existing subdivisions or prevent reasonable vehicle access for development of future subdivisions on tracts adjacent to the site.

ii. Homeowners' Association Obligations

An incorporated homeowner's association shall be responsible for any and all costs to convert a public street to a private street, including, but not limited to, any voluntary diagnostic review that is performed of the infrastructure to be converted to private use and ownership, upgrades to said infrastructure if deficiencies are found, and costs associated with changing street identification signs, appropriate regulatory signs, or street markings. If gates or any other means to regulate ingress to and egress from the development are proposed, such improvements should be reviewed and acted upon by the Planning Commission prior to their installation.

C. Planning Commission Final Approval Process

Any final application by property owners requesting re-designation of a public street as a private street shall be subject to review and recommendation by the Planning Commission. A gate installation plan may be filed in conjunction with an application to convert a public street to private use and ownership. The application shall include, at a minimum, the following information:

i. Homeowners' Association Application

- a. An application for conversion of an existing public street to a private street shall be accompanied by a petition containing the signatures of one hundred (100) percent of the lot owners in the subdivision or planned development. The petition shall be accompanied by the subdivision plat or planned development plan. The text of the petition shall identify a contact person representing the subject property owners, including address and telephone. The petition shall include an acknowledgment that the proposed change in street designation, if approved by the City, may affect both routine municipal and other emergency service delivery, will result in the elimination of street maintenance and associated services by the City and will result in the assessment of maintenance fees by a legally incorporated homeowners association to meet ongoing and future street maintenance obligations.
- b. Proof that a properly incorporated homeowners association exists, with authority to own and maintain the infrastructure which they propose and to assess fees for its maintenance.
- c. A list, in a format acceptable to the Planning Department, of the names and addresses of all property owners within 300 feet of a street that is proposed to be converted.

ii. Revised Plat or Plan.

The conversion of a public street to a private street shall be processed through revisions to the existing subdivision plat or planned development plan. In addition, the lot owners shall be required to meet all of the general, technical, legal and financial requirements for private street subdivisions as specified in this policy, the City's Subdivision Regulations, and the Private Streets Standards Policy. The sanitary sewer infrastructure located within the public right-of-way shall remain public and an easement shall be indicated on the plat prior to re-recording.

iii. Streetlights

Prior to the re-recording of the plat or plan, the streetlights within the subdivision shall be removed from the City grid and an account shall be established with Memphis Light, Gas and Water Division in the name of the homeowner's association for billing of streetlights. Upon the discretion of Memphis Light, Gas and Water Division, the homeowner's association may be responsible to reimburse Memphis Light, Gas and Water

Division for any capital costs it incurred with the installation and maintenance of the streetlights.

iv. Homeowners' Association Obligations

The incorporated homeowner's association shall be responsible for any and all costs to convert a public street to a private street, including, but not limited to, any voluntary diagnostic review that is performed of the infrastructure to be converted to private use and ownership, upgrades to said infrastructure if deficiencies are found, and costs associated with changing street identification signs and appropriate regulatory signs and street markings.

D. Board of Commissioners Approval

The Board of Commissioners shall have final authority to approve or reject the conversion of a public street to a private street and may approve such conversion subject to any additional conditions that the board deems necessary for the public health, safety and welfare of the petitioning property owners and the residents of the City. The Board of Commissioners shall establish reasonable application fees to recover administrative and legal costs associated with the review and processing of the application for conversion of a public street subdivision to a private street subdivision.

E. Effective Date of Conversion

The conversion of a public street to a private street will become effective upon the homeowner's association's fulfillment of the requirements placed upon it by the Board of Commissioners or Planning Commission and the re-recording of the plat or plan. If the HOA/applicant fails to complete the requirements within 3 years of the date of approval the preliminary application by the Planning Commission or Board of Commissioners, the approval shall be automatically rescinded.

F. Petition for Road Closures

All homeowners' petitions for road closures shall be processed as public to private street conversion.

Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving Amendment #1 to the professional services contract with Cannon & Cannon, Inc. for the Traffic Signal - Highway 70 at Seed Tick Road project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-56-2024.

BUDGET IMPACT

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

DISCUSSION

The intersection of Highway 70 and Seed Tick Road requires improvements due to increased traffic generated from the Lakeland Town Square development. The City contracted with Cannon and Cannon in November 2022 for the design of a traffic signal at this intersection. In October 2023, staff presented the additional cost for the design of a roundabout. After several months of discussion by the Board of Commissioners, the additional cost for the roundabout design was not approved. Staff has reengaged the Consultant to design a traffic signal at this intersection. A supplemental request was submitted in the amount of \$8,250.00 to cover the cost of the additional survey performed for the potential roundabout.

RESOLUTION R-56-2024

APPROVING AMENDMENT #1 TO THE PROFESSIONAL SERVICES CONTRACT
WITH CANNON & CANNON, INC. FOR THE TRAFFIC SIGNAL - HIGHWAY 70 AT
SEED TICK ROAD PROJECT

WHEREAS, the City desires to improve the intersection at Highway 70 and Seed Tick Road; and,

WHEREAS, the City contracted with Cannon & Cannon, Inc. to provide design services for a traffic signal in November 2022; and,

WHEREAS, the Consultant performed additional survey outside the scope of the contract in the amount of eight thousand two hundred fifty dollars (\$8,250.00); and,

WHEREAS, the expenditure 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 authorized to execute and the City Recorder attest Amendment #1 to the professional services contract with Cannon & Cannon, Inc. for the Traffic Signal – Highway 70 at Seed Tick Road project in the amount of eight thousand two hundred fifty dollars (\$8,250.00) for a total contract amount of seventy-eight thousand eight hundred fifty dollars (\$78,850.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

AMENDMENT NO. 1

FOR

TRAFFIC SIGNAL - HIGHWAY 70 AT SEED TICK ROAD

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____ 2024 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 April __, 2024, 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	\$70,600.00
Amendment No. 1	\$8,250.00
Total Amount	\$78,850.00

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

April 11, 2024

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

RE: Amendment 1 for US 70/Seed Tick Road Signalization and Roadway Design

Dear Emily:

Due to the consideration for a roundabout alternate for the US 70/Seed Tick Road intersection at the City of Lakeland's request, Cannon & Cannon, Inc. (CCI) developed a potential roundabout design. Utilizing funds in the current contract, an additional survey at the intersection to accommodate a roundabout was authorized and completed. The amount of the survey was \$8,250.00.

With the City's decision to forego the roundabout alternative, CCI is resuming the initial design per our original contract. To complete the roadway and signalization design within the original budget of 70,600.00, an amount of \$8,250.00 needs to be added to the contract to replace the funds utilized for the additional roundabout survey.

We appreciate your consideration in this matter.

Very truly yours,



Wain Gaskins, PE, VP

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.

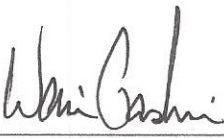
APPROVED AS TO FORM:



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.



Board of Commissioners

Meeting Cycle: Thursday, April 18, 2024

Subject: **Resolution** - approving Amendment #1 to the professional services agreement with Blue Siren for Sanitary Sewer Flow Monitoring.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-57-2024.

BUDGET IMPACT

This expenditure is appropriated in the fiscal year 2024 Annual Spending Plan for the Sewer Fund.

DISCUSSION

The City is currently under contract with Blue Siren for sanitary sewer flow monitoring at the connections to the City of Memphis Fletcher Creek Interceptor. Per the Inter-jurisdictional Agreement between the City of Memphis and the City of Lakeland, Lakeland is to provide a calibration report every 6 months. The preparation of the calibration report was not included in the original scope of services with Blue Siren. The supplemental request provides a fee for preparation of each calibration report. The fee for each report is \$1,000.00, totaling \$6,000 over the three-year contract.

RESOLUTION R-57-2024

APPROVING AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH BLUE SIREN FOR SANITARY SEWER FLOW MONITORING

WHEREAS, the City is required to provide a calibration report every 6 months to the City of Memphis for flow meters used to measure sanitary sewer flowing to the Fletcher Creek Interceptor; and,

WHEREAS, the City is contracted with Blue Siren to provide sanitary sewer flow monitoring in March 2023; and,

WHEREAS, the preparation of the calibration report is outside the scope of services in the current agreement; and,

WHEREAS, the expenditure is appropriated in the fiscal year 2024 Annual Spending Plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is authorized to execute and the City Recorder attest Amendment #1 to the professional services contract with Blue Siren for Sanitary Sewer Flow Monitoring in the amount of six thousand dollars (\$6,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 18th day of April 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

AMENDMENT NO. 1

FOR

SANITARY SEWER FLOW MONITORING

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____ 2024 by and between City of Lakeland (hereinafter "CITY") and Blue Siren. (hereafter "CONTRACTOR").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated March 2, 2023, for sanitary sewer flow monitoring.

WHEREAS, the parties now desire to enter into this Amendment to expand the scope of services provided by CONTRACTOR 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 SERVICES is hereby amended to expand the Scope of Services to include Supplement Request dated April 2, 2024, 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	\$179,000.00
Amendment No. 1	\$6,000.00
Total Amount	\$185,000.00

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

APPROVED TO AS FORM:

(Sanitary Sewer Flow Monitoring Amendment #1)

CITY OF LAKELAND

Blue Siren

ATTEST

ATTEST

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

WITNESSETH:

WHEREAS, the Owner is undertaking flow monitoring within its sanitary sewer collection system; and,

WHEREAS, the Project requires professional services for measuring wastewater flow depth and velocity; 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 as outlined in the proposal dated April 3, 2023. The scope of services includes but is not limited to:

- Furnishing and installing 4 flow meters and 1 rain gauge for a 3-year period.
- Perform data processing and analysis producing a monthly report.

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 3-years 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 \$ 179,000.

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.

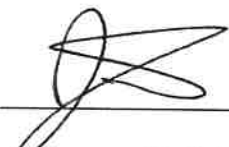
DATED THIS 2 day of MARCH, 2023.

APPROVED AS TO FORM:

CONTRACTOR:

Blue Siren
3030 Venture Lane #103
Melbourne, Florida 32934

ATTEST:

By:  JANE STILES By: _____
Title: CEO Title: _____

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.

The Owner acknowledges and agrees that the Company shall not be liable for any damages, losses, or expenses, including but not limited to personal injury, property damage, or business interruption, that may arise due to the Owner's failure to properly maintain the assets. The Owner hereby assumes all responsibility for the proper maintenance, repair, and upkeep of the assets.

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 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 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. 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 at all time 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 the contract.

LIMITS

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

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.

"The Consultant shall not be held liable for any damages sustained to the City, except those caused by willful misconduct or gross negligence on the part of the Consultant. The Consultant agrees to indemnify and hold the City harmless from any claims, demands, suits, or actions arising from the Consultant's negligence, but only to the extent of actual damages and reasonable costs and expenses incurred by the City in connection with such claims. The Consultant will not be responsible for any indirect, incidental, special or consequential damages arising from any claim, demand or action brought against the City."

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 TORT LIABILITY ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Tort Liability 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 Tort Liability Act.



Board of Commissioners

Meeting Cycle: Thursday, April 18, 2024

Subject: **Discussion and Possible Action** - regarding a potential electric vehicle charging station in Lakeland. *Sponsored by Mayor Roman*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION