



Board of Commissioners
Regular Meeting Agenda
Thursday, May 2, 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 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.
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - City Manager's Report
 - a. City Attorney's Update
 - Commissioners' Report
 - a. Industrial Development Board - *Mayor Roman*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of minutes from previous meeting** - April 18, 2024
 2. **Ordinance - Second and Final 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.

3. **Resolution** - approving the Heathfield Mixed Use Planned Development outline plan.
4. **Resolution** - approving an agreement with Trey Construction, Inc. for the Chambers Chapel Drainage Improvements project.
5. **Resolution** - approving Change Order #2 for the FY24 Street Paving project.
6. **Resolution** - authorizing the release of security for public and common improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1, Area 2 Phase 2, and Lot A.
7. **Resolution** - supporting the application for a Multimodal Project Discretionary Grant through United States Department Of Transportation Federal Highway Administration for New Canada Road.
8. **Resolution** - authorizing the City Manager to enter into an agreement with the YMCA of Memphis & the Mid-South for a Lakeland Summer Camp.
9. **Resolution** - approving a contract with Herbi-Systems Inc. for chemical vegetation control.
10. **Resolution** - authorizing the Mayor to sign a proclamation establishing May 19-25, 2024 as Public Works Week in the City of Lakeland, Tennessee.
11. **Resolution** - authorizing the Mayor to sign a proclamation designating May 2, 2024 as Lakeland's observance of the National Day of Prayer.
Sponsored by Commissioner McCarter
12. **Resolution** - authorizing the Mayor to sign a proclamation establishing May 6 -10, 2024 as Teacher Appreciation Week in the City of Lakeland, Tennessee. *Sponsored by Commissioner McCarter*
13. **Resolution** - authorizing the Mayor to sign a proclamation establishing May 4, 2024 as Firefighter Appreciation Day in the City of Lakeland, Tennessee. *Sponsored by Commissioner McCarter*

14. **Resolution** - appointing a City of Lakeland liaison to attend the Lakeland Area Chamber of Commerce board meetings, in accordance with the funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce. *Sponsored by Mayor Roman*
15. **Discussion and Possible Action** - regarding a Shelby County Clerk kiosk for the lobby at City Hall.
16. **Discussion and Possible Action** - regarding Lakeland Town Square space as possible pavilion for farmers' market. *Sponsored by Vice Mayor Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, APRIL 18, 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 18, 2024.

II. INVOCATION:

Offered by Mayor Josh Roman.

III. PLEDGE:

Mayor Josh Roman led the pledge to the flag.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present - Late arrival 5:32pm
Commissioner Michele Dial	Present
Commissioner Connie McCarter	Present
Mayor Josh Roman	Present
Vice Mayor Wesley Wright	Present

Staff personnel in attendance were City Attorney Will Patterson, City Engineer Emily Harrell, Parks and Recreation Director Andrew Fisher, Staff Engineer Luis Camarillo Hernandez, Staff Engineer Paul Posey, Planning Director Paul Luker and Community Development Specialist Lisa West (as acting recorder).

V. PUBLIC HEARING:

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

For the record: No public comments were heard.

VI. TREASURER'S REPORT:

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

Sheriff's Report

- a. March Lakeland Crime Report

This report was offered by Lieutenant Less.

Commissioners' Reports

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

This report was offered by Vice Mayor Wright.

- b. Municipal Planning & Design Review Commission –
Commissioner Atkinson



**BOARD OF COMMISSIONERS
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CITY HALL, LAKE LAND, TENNESSEE 38002**

This report was offered by Commissioner Atkinson.

For the record: Mayor Roman added an Attorney Report.

This report was offered by City Attorney Will Patterson.

VIII. PUBLIC COMMENTS:

None

IX. SEWERAGE COMMISSION BUSINESS:

None

X. CONSENT AGENDA:

None

XI. REGULAR AGENDA:

1. **Approval of minutes from previous meeting** – April 4, 2024 (BOC/MPC joint meeting)

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

Discussion ensued.

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

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

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

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

Commissioner Atkinson	Yea
Commissioner Dial	Yea



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THURSDAY, APRIL 18, 2024, 5:30 P.M.
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Commissioner McCarter	Nay
Vice Mayor Wright	Yea
Mayor Roman	Yea

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.

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

Planning Director Paul Luker presented this item.

Discussion ensued.

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

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

4. **Resolution** - authorizing the Mayor to sign a proclamation establishing May 6-12, 2024 as Nurses Week in the City of Lakeland, Tennessee.

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

Discussion ensued.

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

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

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

Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

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



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CITY HALL, LAKELAND, TENNESSEE 38002**

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

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

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

For the record: Louis Ricci approached the board with comments at the request of Mayor Roman.

Discussion ensued.

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

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

7. **Resolution** – approving a residential subdivision development contract with Ashmont Developer, LLC for Ashmont Planned Development Area 2.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

For the record: A representative from Ashmont, Cory Brady, approached the board with comments and answered questions at the request of the board.

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

8. **Resolution** – approving the updated City of Lakeland Traffic Calming Policy.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

Mayor Roman motioned to amend the Traffic Calming Policy to include a 7-year review for all areas identified as needing traffic calming measures seconded by Commissioner Atkinson.

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

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

Discussion ensued.

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

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

9. **Resolution** – approving the City of Lakeland Residential Street and Infrastructure Conversion Policy.

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



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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

10. **Resolution** – approving Amendment #1 to the professional services contract with Canon & Canon, Inc. for the Traffic Signal – Highway 70 at Seed Tick Road Project.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

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

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

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 1 against (4-1).

Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Nay



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Vice Mayor Wright	Yea
Mayor Roman	Yea

12. **Discussion and Possible Action** – regarding a potential electric vehicle charging station in Lakeland. *Sponsored by Mayor Roman*

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

Mayor Roman presented this item.

Discussion ensued.

For the record: Mayor Roman declared the action to be taken on this item would be to present it at the Industrial Development Board meeting on April 25, 2024 to discuss possible commission.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:22 p.m. on Thursday, April 18, 2024.

These minutes were approved on May 2, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Ordinance - Second and Final 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 budgetary impact related to 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. 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																																											
			Neighborhood Commercial			Community Commercial		Regional Commercial		Neighborhood Office		Office		Institutional		Exurban							Neighborhood Civic Space							Neighborhood Open Space		General Open Space		Outdoor Recreation		Conservation		Agriculture		Light Manufacturing			Manufacturing		Infrastructure	
			NC	C1	C2	NO	O	P	RE	R1	R2	R3	R4	R5	R6	R7	Multifamily	OS1	OS2	OS3	OS4	OS5	A	M1	M2	M3																				
Residential/Lodging	Single Family		●	●	●	●				●	●	●	●	●	●																		●													
	Single Family Attached																																													
	Multifamily																																													
	Bed and Breakfast			●	●		●				○	○																					○													
	Hospice			●	●		●				●	●	●	●	●	●	●																													
	Hotel/Motel				●																																									
	Ind./Assisted Living/Nursing Home			●	●																																									

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.

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - approving the Heathfield Mixed Use Planned Development outline plan.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve resolution R-65-2024 (with the conditions noted below).

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) reviewed the application and heard comments from citizens and the applicant. Following discussion among the commissioners, the MPC recommended two additional conditions to those recommended by city staff (see attachment). The two additional conditions are: 1. A final set of architectural requirements shall be submitted with the PDP application. 2. A market study justifying the proposed amount of commercial area shall be submitted with the PDP application.

RESOLUTION R-65-2024

APPROVING THE HEATHFIELD MIXED USE PLANNED DEVELOPMENT OUTLINE
PLAN

WHEREAS, On April 11, 2023, the City of Lakeland Municipal Planning Commission recommended approval of the Heathfield Mixed Use Planned Development Outline Plan with conditions:

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

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, April 11, 2024

Project: Heathfield Mixed Use PD - Outline Plan

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Parcel ID: L0150 00541

Zoning District: AG: Agriculture

Site Area: 31.44 acres

Applicant: Seed Tick, LLC

Representative: John McCarty, PE (McCarty Granberry Engineering)

STAFF RECOMMENDATION

City Staff recommends approval of the Heathfield Mixed Use PD Outline Plan with conditions.

BACKGROUND AND ADJACENT USES:

Heathfield Mixed Use PD Outline Plan is proposed on a currently undeveloped piece of property. Adjacent uses include the approved Heathfield on Scott's Creek residential development to the north, Lakeland Meadows PD to the east, the Lakeland Town Center Mixed Use development to the south, and Lakeland Preparatory School to the West.

The application is proposing 20 acres of C1-Community Commercial on the Hwy 70 frontage and 11 acres of R6-Attached District uses to permit townhouses along future Seed Tick Road. Additionally, the development provides common open space for community gatherings in the form of a village green, amphitheater and a pedestrian trail system connecting to the adjacent neighborhoods.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN

Lakeland's Comprehensive Land Use Plan Update, adopted June of 2023, recommends "Mixed-use Commercial" for all the property.

The goals for “Mixed-Use Commercial” are to create central, commercial uses that serve the surrounding neighborhoods. These developments should be appropriately scaled to complement surrounding uses and existing character.

RELATIONSHIP TO THE MAJOR ROAD PLAN

Seed Tick is designated as 2-lane roadway.

Highway 70 is designated as a future 6-lane Roadway.

All other internal streets would be classified as local streets.

RELATIONSHIP TO THE PARKS AND RECREATION PLAN

There are no parks shown in the City’s Parks Master Plan for this area therefore City Staff is recommending payment in lieu of parkland dedication for this development. Details for a trail system will be provided as part of the preliminary development plan process.

ANALYSIS AND RECOMMENDATION:

Upon review by City Staff, the application is in basic compliance with the City of Lakeland Land Development Regulations, however, there are technical deficiencies in the submission in regard to the Outline Plan written conditions. City Staff recommends approval of the application subject to the proposed amendments to the Outline Plan Conditions. The proposed amendments are as follows:

IV. Access and Circulation

- Streets B, C, & D need to be urban neighborhood with 54-foot Right-of-Way.
- E. Seed Tick Road needs 10-foot asphalt trail noted.
- Add F. additional 24-foot Right-of -Way dedication at Hwy 70

VIII. Stream Buffer Requirements

- Zone 1
 - remove A.5
- Zone 2
 - A.2- additional stream buffer may be required based on slope and drainage space

EXAMPLE MOTIONS

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

Architectural Guidelines

Heathfield on
Scott's Creek

Lakeland, TN

Seed Tick, LLC.

DRAFT 03/14/24



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Design Intent and General Design Standards

The intent of Seed Tick, LLC at Heathfield on Scott's Creek is to create a vibrant neighborhood defined by exceptional quality in the design and construction of retail shops and restaurants, hospitality, housing, and public space.

A primary foundational consideration at Heathfield on Scott's Creek is a focus on long-term stewardship of the property. This commitment ultimately enables the creation of a place where the appropriateness and quality of proposed development drives design and decision making. The vision and principles used to inform the planning and design process are not inwardly focused but seek to balance development potential of the site by taking a broader view of the surrounding context in a manner that builds near and long-term value for both existing and future residents.

To that end, Heathfield on Scott's Creek is designed around a significant investment in the geographic heart of Lakeland. This investment occurs in a multitude of ways and means including the creation of a retail town center anchored by a boutique hotel, townhomes, construction of parks and open spaces, including the expansion of the City's greenbelt system along Scott's Creek.

Heathfield on Scott's Creek will be composed of a variety of complimentary uses, supportive of a vibrant neighborhood that builds upon the existing character of the City of Lakeland. Integration of these uses through cohesive and well-tested urban design principles will result in a unique place of outstanding quality creating a lasting experience.

This vibrant mix of uses, along with the ample parks and open spaces, will be woven together by way of intentional place making design, pedestrian oriented development, as well as walkable and bike-able streets, and trails. Streets designed with sidewalks, street trees, and on-street parking with both pedestrians and vehicles in mind. The successful implementation, specifically for architecture and urban design of the Town Center, is the primary focus of this Design Guideline document.



Placemaking - Town Center Retail, Hospitality & Residential

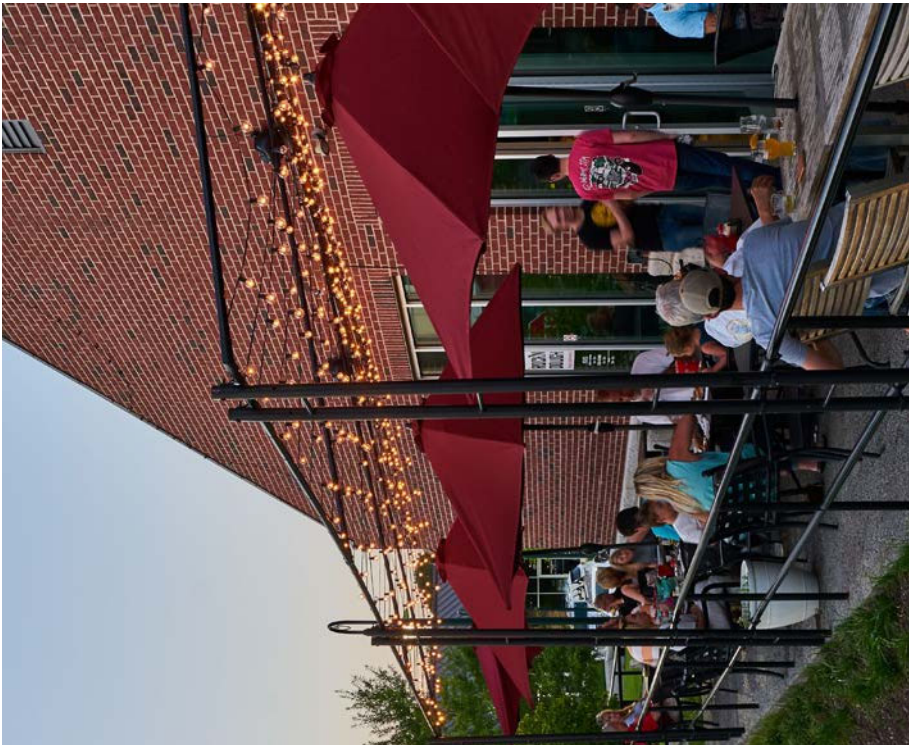
The Town Center at Heathfield on Scott's Creek acts as a vibrant front door for the neighborhood and surrounding area by providing a grand public space to meet, to play on the lawn, to listen to music, and enjoy seasonal festivities. Integrated within this setting, a mix of unique retail shops, restaurants, and housing options will better ensure the services and amenities will be accessible for all residents of Lakeland to enjoy.

Design consists of well scaled buildings which build upon local architectural traditions defined by tall interior spaces and ample transparency along streets and sidewalks. Buildings containing a mix of retail, hospitality, and housing options will line streets, sidewalks, and frame new public space while off-street parking and service areas will be located to the rear of buildings to minimize adverse impacts to the public realm. The front facade and primary entrance will be addressed to adjoining streets and sidewalks to create a pedestrian oriented streetscape. A high degree of transparency, specifically on ground floor storefronts of buildings, will be required.

Proximity to the Lakeland City Hall, Lakeland Preparatory School, Future Lakeland Elementary School, and Recreation Facilities in concert with the Town Center creates an ideal location for a hospitality anchor. Such locations appeal to residential visitors who prefer to stay in a unique place near shops and authentic dining options. A well-designed hotel provides opportunity for seamless transition from higher intensity retail use to lower intensity residential use. Neighborhood streets and sidewalks transition to townhomes with porches and stoops located close to the street to create a pedestrian oriented, walkable streetscape while access to garage parking will be provided by alleys located to the rear of buildings.

Shops, restaurants, a hotel, and residences interconnected by streets designed with on-street parking, decorative furnishings, and wide sidewalks. The pedestrian experience is paramount with emphasis placed on safety and comfort. Intersections defined by highly visible crosswalks designed in a way to slow traffic while creating a unique moment and place. Furnishings, such as benches, waste receptacles, and bike corrals as well as planters and landscaping create a comfortable experience encouraging visitors to stay and return. Street trees, pedestrian scaled street lighting, awnings, and signage all work together to create an active and enjoyable space. Sidewalk widths suitable for both pedestrian circulation as well as a place where dining and shops spill onto the sidewalk creating a vibrant destination for both visitors and residents.

Great places are defined by quality as well as design. A common characteristic of retail, hospitality, and residential areas will be the high standards. Ensuring that the development meets or exceeds the City of Lakeland requirements, is the purpose of these Design Guidelines.



Concept Site Plan

Throughout the design process, the design team created numerous concept plans and vignettes, debated various approaches, and weighed alternatives. Each iteration was rooted in analysis and guided by the vision of a vibrant Town Center. The refined result of this lengthy process is presented as the Concept Site Plan for the Town Center at Heathfield on Scott's Creek. Unique to this specific setting, the commitment by the Owner to guide and build a thriving neighborhood for generations to come is commendable. This dedication to good stewardship of the Heathfield on Scott's Creek and surrounding neighborhoods presents a rare opportunity to create a place of enduring quality and value.

Streets, sidewalks, and multi-use trails are designed in a way to give equal value to pedestrians, bicyclists, and vehicles. Streets and roadways designed to provide pedestrian comfort, connectivity, while also calming traffic. The street, sidewalk, and trail system will provide residents means to safely walk to nearby destinations including Lakeland City Hall, educational anchors, and amenities while shoppers, visitors, and employees are encouraged to park once and walk to a variety of shops, cafes, and restaurants. Buildings located to aid in the concealment of off-street parking, loading, and service areas minimizing visibility from the public realm. Interwoven within this network is a hierarchy of parks and open spaces. These parks, plazas, and open spaces vary from the vibrant Town Center to parks activated by regular programming. Residents, employees, and visitors are always within a very short walk of the nearest green space. Site and building design is carefully crafted to be cohesive, engaging, and functional. The design reflects an intentional, balanced mix of uses that are not mutually exclusive, but instead are mutually beneficial to the neighborhood and community at large. These range of uses, properly calibrated in their scale and location, result in a neighborhood Town Center defined by its economic and environmental sustainability.

The Town Center provides a wide range and scale of retail and restaurant offerings. A boutique hotel anchors the Village Green and is a short walk to the Town Center. A future phase holds the edge of the existing gas easement and multi-use trails meander through the tall, swaying grass within the easement. The single family development north of the Town Center connects residents via a boardwalk style road, bisecting the tall grasses.

Traditional townhomes line New Seed Tick Road, providing an alternative to single family homes to the north, the perfect space for residents from young professional to empty nesters seeking life in a walkable community. A variety of housing options, guided by proven urban design principles, has been found to generate places of unique and enduring character.



The location, configuration, and pattern of developed areas, open space and other features is preliminary and subject to change.

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Townhomes Rear Loaded

Typical Lot Dimensions:

Typical Lot:	26' x 130'
Alley Lot:	33' x 130'
Corner Lot:	51' x 130'
Int. Corner Lot:	36' x 130'

Typical Lot Square Footage:

Typical Lot:	3,380 S.F.
Alley Lot:	4,290 S.F.
Corner Lot:	6,630 S.F.
Int. Corner Lot:	4,680 S.F.

Buildable Area:

Typical Lot:	2,639 S.F.
Alley Lot:	2,994 S.F.
Corner Lot:	2,994 S.F.
Interior Corner Lot:	2,994 S.F.

Setbacks:

Front: 21'-6"

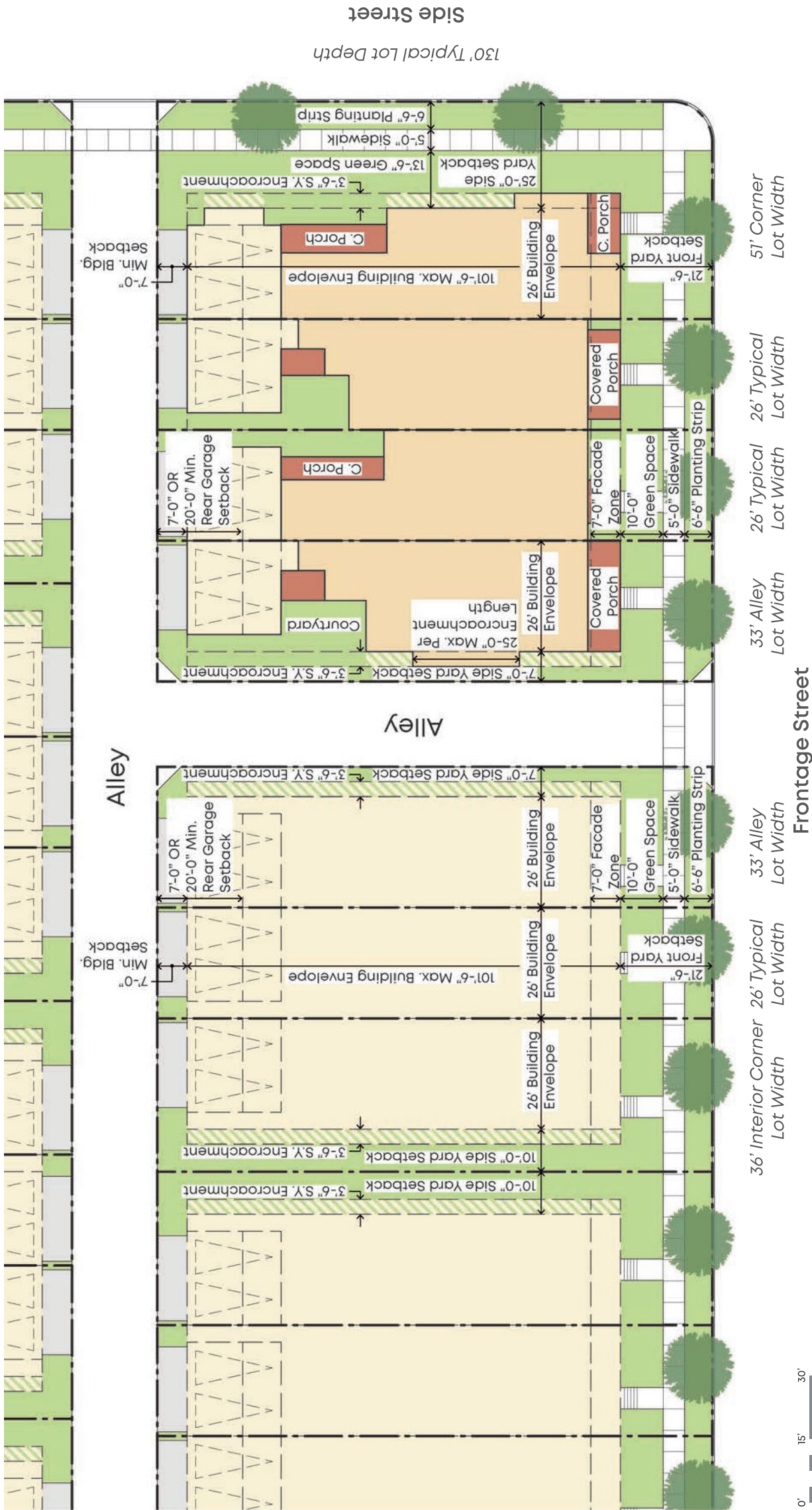
Rear: 7' OR 20' Min. Rear Garage Setback

Side: 7'-0" along Alley, with 3'-6" Encroachment

Corner: 25'-0" along Street, with 3'-6" Encroachment

Int. Corner: 10'-0" setback, with 3'-6" Encroachment

Maximum Height: 36'

Maximum Density: 8 D.U.A.

Hotel

- Typical Lot Size:

No minimum lot size
- Lot Width:

No minimum lot width
- Maximum Allowable Developable Units:

100 rooms
- Setbacks:

Front:

15’ (min.) ; 22’ (max.) from back of curb along public R.O.W and interior drives,

Forecourt:

31’ (min) setback permitted where incorporated into a forecourt condition; 30’ (min.) forecourt width or no more than 50% of the primary building facade

Rear:

30’ rear yard, service court, combination thereof; or 10’ min. rear setback where adjacent to parking

Side:

20’ adjoining residential, otherwise 10’

Maximum Height:

40’
- Notes:**
Parking to be located to the rear or side of buildings.
Parking may be shared with Town Center Retail.
- The diagram is a site plan for a hotel building, represented by a large yellow rectangle. It shows the building's orientation and various setbacks relative to the surrounding streets. The building is oriented with its long side parallel to Frontage Street (at the top) and Side Street (on the right). The setbacks are as follows:

 - Front Setback:** 15'-0" to 22'-0" (indicated at the top of the building).
 - Side Setback:** 10'-0" min. or 20'-0" (indicated on the left side of the building).
 - Rear Setback:** 10'-0" min. adjacent to parking (indicated at the bottom of the building).
 - Forecourt Setback:** 31'-0" min. (indicated on the right side of the building, adjacent to Side Street).
 - Rear Yard, Service Court, or combination thereof:** 30'-0" (indicated at the bottom of the building).
 - Front Setback (adjacent to Side Street):** 15'-0" to 22'-0" (indicated on the right side of the building).

There are also trees shown along the streets and a scale bar at the bottom right.
- Frontage Street
- Scale: 1" = 30'-0"
-
-
-
-
- Page 32 of 99
- 07
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Retail/Mixed Use

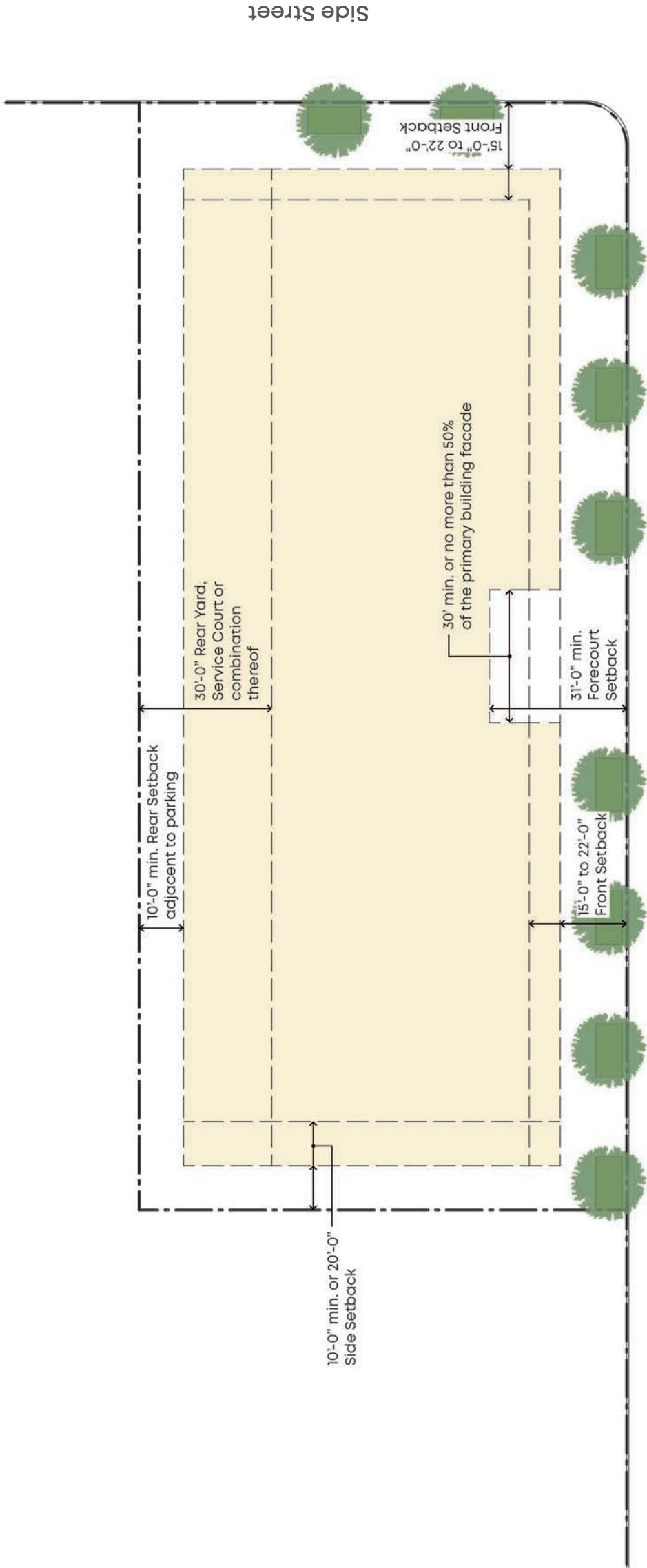
Typical Lot Size: No minimum lot size
Lot Width: No minimum lot width

Maximum Floor Area Ratio (FAR): 0.35 (Retail) 0.50 (Mixed-Use)

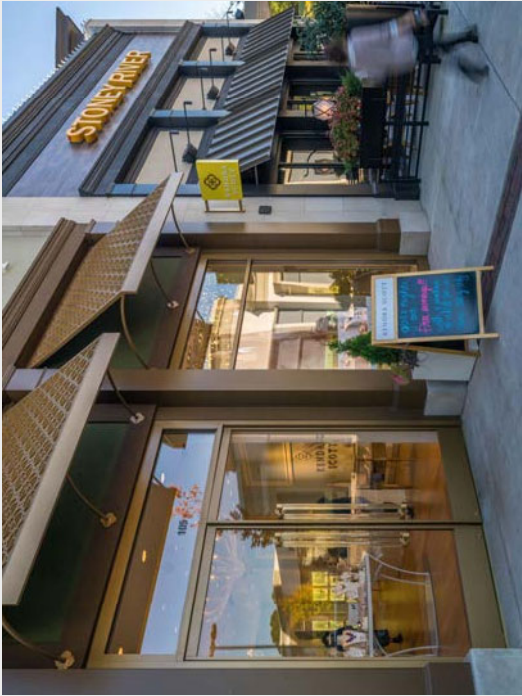
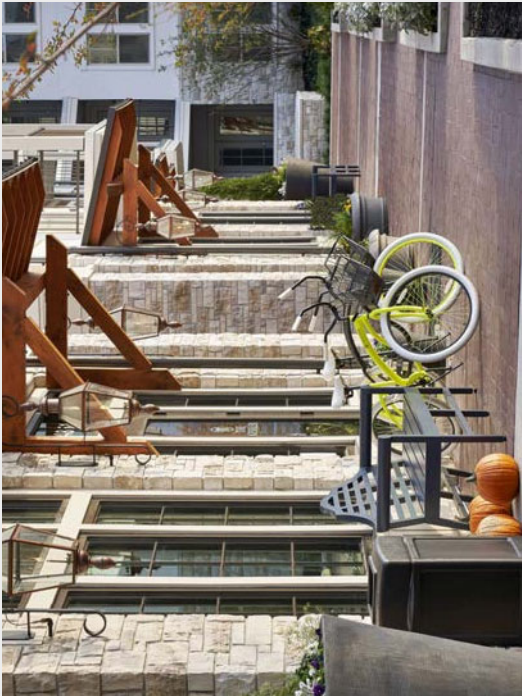
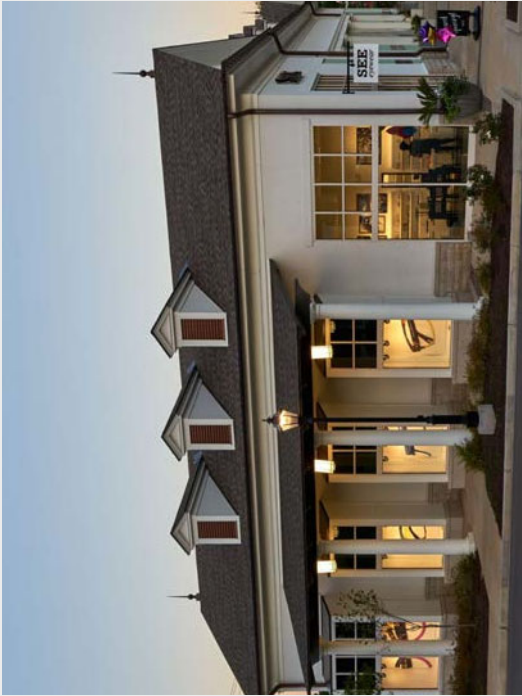
Maximum No. of Residential Units: 12 D.U.A. D.U.A. will be calculated as follows: Total number of proposed residential units divided by sum of parcel acreage in addition to designated and approved publicly accessible Parks and Open Spaces.

Setbacks:	
Front:	15' (min.) ; 22' (max.) from back of curb along public R.O.W and interior drives,
Front:	50' (min.) along US Highway 70
Forecourt:	31' (min) setback permitted where incorporated into a forecourt condition; 30' (min.) forecourt width or no more than 50% of the primary building facade
Rear:	30' rear yard, service court, combination thereof; or 10' min. rear setback where adjacent to parking
Side:	20' adjoining residential, otherwise 10'
Maximum Height:	35' (58' Mixed-Use)

Notes:
Ground Floor uses where fronting on public streets reserved for retail, commercial or amenity spaces. Parking to be located to the rear or side of buildings.



Frontage Street



Building Design

Design Principles

- New non-residential buildings should be designed to present a harmonious appearance in terms of style and use of exterior materials, fenestration, and roof type.
- Exterior walls shall be appropriately articulated to reduce the massing of buildings and to provide visual interest that will be consistent with the community’s identity, character, and scale. The exterior facade shall have a hierarchy defined in some part by the stepping of the front facade of the building either forward or back.
- Said hierarchy shall relate in some readily understandable manner to the allotted tenant spaces. Breaks in the building line may be achieved through offsets, dormers, gables, or towers, pillars, posts, or columns, windows, decorative cornices, first-floor colonnades, port-cocheres, porches, porticos, arcades, and terraces.

Base, Body, Cap

- Buildings should incorporate a three-part hierarchy of base, body, and cap to emphasize verticality and to maintain a balanced facade composition.
- The “base” of the building both anchors the building and engages the public realm. The height of the base varies depending on the overall building height.
- The “body” of the building comprises the middle of the building, mainly defined by its structural composition.
- The “cap” of the building should terminate the “body” of the building. The height of the cap varies depending on the overall building height. On shorter buildings the cap may simply consist of the roof structure, eaves, and cornice trim.
- The transitions from base, body, and cap may be expressed through a shift in plane, a change in building materials, or architectural elements.

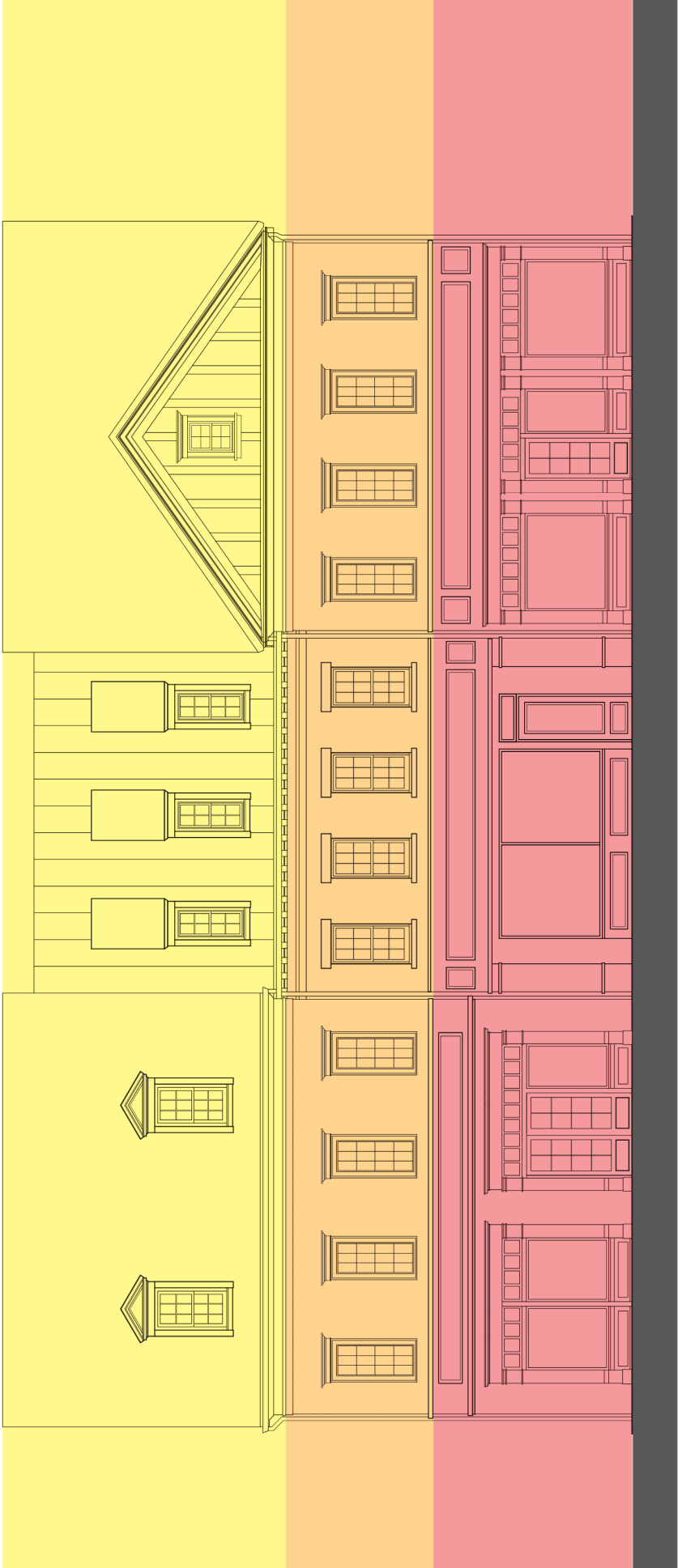
Special Conditions

Termination of Views

- Buildings located at the termination of view corridors, vistas or street axes shall emphasize prominent features such as increased height, massing, and ornamental elements as the focal point of the view.
- Such buildings shall avoid aligning the driveways, curb cuts, or garage doors with the vista or axis, wherever possible.

Corner and Multiple Frontages

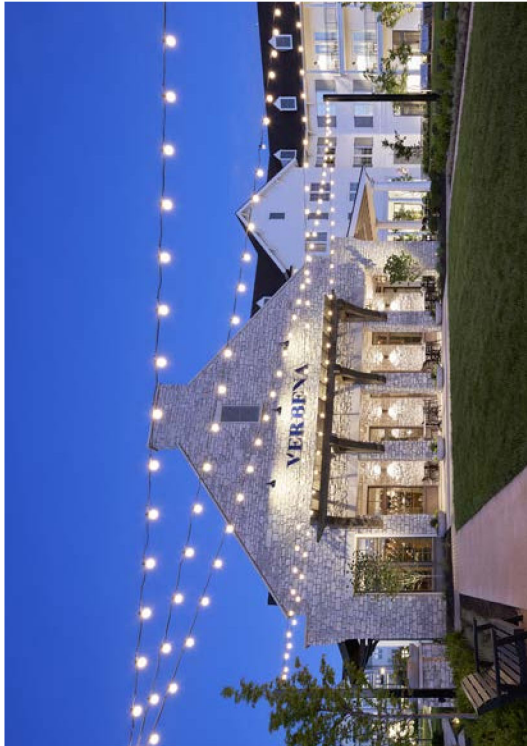
- Buildings on lots with two or more facades visibly exposed to the street or common open space shall be designed specifically to respond to these more prominent locations.
- Architectural character, materials, and detailing shall continue from the front facade around the corner to the corner side facade appropriately addressing both primary and secondary street frontages.
- The building shall generally be located parallel to the primary street.
- Architectural massing, such as projecting wings or bays and curved corners, are encouraged to articulate the corner facade.



Cap

Body

Base



Massing & Scale

- Buildings should be composed of simple volumes and avoid overly complex massing.
- Building facades shall not be greater than thirty (30) feet in width without building wall offsets, including projections, recesses, and vertical breaks. The minimum projection or depth of any individual offset shall not be less than twenty-four (24) inches and shall occur at least every thirty (30) linear feet of the building's facade. Exceptions shall be subject to review and approval.
- All entrances to a building shall be defined and articulated by utilizing lintels, pediments, pilasters, porticoes, porches, overhangs, railings, balustrades, and other details that are appropriate to the architectural character and style.
- Non-residential buildings should accommodate fourteen (14) to sixteen (16) feet ground floor ceiling heights as measured from the finished floor at the primary entrance.

Rhythm, Composition, and Alignment

- Building facades shall be comprised of a series of patterns that create an inherent rhythm, generally by utilizing symmetry, repeated bays with expressed structural elements, and the repetition of windows and doors.
- Building facades are typically divided into repeated bays on the ground floor. Upper stories may be consistent across two, three or five bays, unifying the building.
- Setbacks, reveals, and projections in the vertical plane of the facade shall be used to enhance the legibility of the composition.
- Building cornices, sill heights, floor levels, decorative moldings, and windows shall be carefully designed to align so that there is a general consistency within a single building.

Openings & Transparency

- Building openings should generally stack in alignment above other openings and solid areas in the facade should stack above structural elements.
- Upper story windows shall generally align from one level to the next. Unifying patterns shall include a common window lintel and sill line, as well as aligned vertical centerlines.
- Upper windows shall not be blocked or covered from view with any mechanical equipment or other non-transparent materials.
- Window spacing shall be consistent and balanced on a single facade. Windows shall generally be equally distributed across the face of the building.
- Window sashes and trims shall be painted in accent colors that coordinate with the storefront below and other architectural details on the building facade.
- Ground floor commercial uses, such as retail and restaurants, shall be more transparent than office or residential uses to improve the streetscape experience and entice customers to engage with the window display. Ground floors of retail buildings shall be designed with 60% to 75% transparency, excluding doors. Colored or mirrored glazing and glass block are prohibited.
- Maintain transparency by space utilization, within the building, that does not lead to the need to install blinds or other coverings at the interiors of ground floor windows and doors. Spaces not appropriate for view from the exterior shall be placed at the interior of the use, leaving the spaces behind the storefronts largely open and visible to passersby.



Storefront Design

General Design Principles

- Storefront design shall be simple and let the natural architectural elements of the building speak clearly. Retail space storefronts shall be part of a harmoniously designed whole and contribute to the overall pedestrian and customer experience and enhance the business district's unique identity and integrity.
 - Multiple storefronts within the same building shall be visually compatible in terms of scale, alignment, and general storefront design, and distinguish between various shops using color, signage, and awnings.
 - Storefronts shall maintain a typical rhythm at the ground level, each with its own entry. Where appropriate, folding or sliding doors or other operable windows shall be implemented to open the business activity to the sidewalk.
 - Storefronts shall be designed with elements found in traditional retail design, such as large horizontal display windows with kick plates below, clerestory windows above, appropriate awnings, and signs. When used, contemporary storefronts shall be compatible with traditional design approaches including maintaining the pattern of building elements such as location of doors, windows, and bays.
- ### Display Windows
- To promote visibility for potential customers, storefronts shall not be obstructed by covering or blocking the window. Colored, mirrored, or tinted glass is prohibited.
 - Using aluminum or wood frame windows that provide thermal insulation and prevent condensation is ideal.
 - Window heights and sizes shall be aligned and unified when appropriate.
 - Residential windows shall not be used on commercial shopfronts

Window Base

- Window bases shall be made from sturdy, easy-to-maintain materials as appropriate with the overall building aesthetic.
- Base heights and materials shall be consistent across multiple storefronts in the same building.

Transom Windows

- Shall use the same compatible material and design that are part of the overall storefront system.
- Transoms shall not be filled or covered by masonry, wood, or any other non-transparent material.
- All interior elements shall be kept at least eight (8) inches behind or away from the transom window so it is legible as a distinct architectural element.
- Mechanical systems that are concealed in the ceiling shall not drop down below the display area or windows.

Doors

- Storefront entrances shall be emphasized with additional detailing, recessing the entry, or including entry and ground signage.
- Doors shall be compliance with applicable building code and accessibility requirements.

Awnings & Canopies

- Awnings of commercial establishments shall be made of fabric material such as canvas, exclusive of structural members. Awnings may be retractable with a mechanism fully capable of being operative on a daily basis if desired.
- Operable and open-ended awnings are encouraged; rounded and hooped awnings are discouraged.
- Canopies of commercial establishments shall be made of high quality fabric, metal, or glass and be supported by metal rods, wires, cables, or brackets.
- Tenant signage on awnings and canopies is encouraged.
- Awnings and canopies shall have a maximum projection of ten (10) feet from the building facade and not less than three (3) feet.
- Awnings and canopies shall have a clear height of at least eight (8) feet from finish floor height at entry.



APPROPRIATE STOREFRONTS

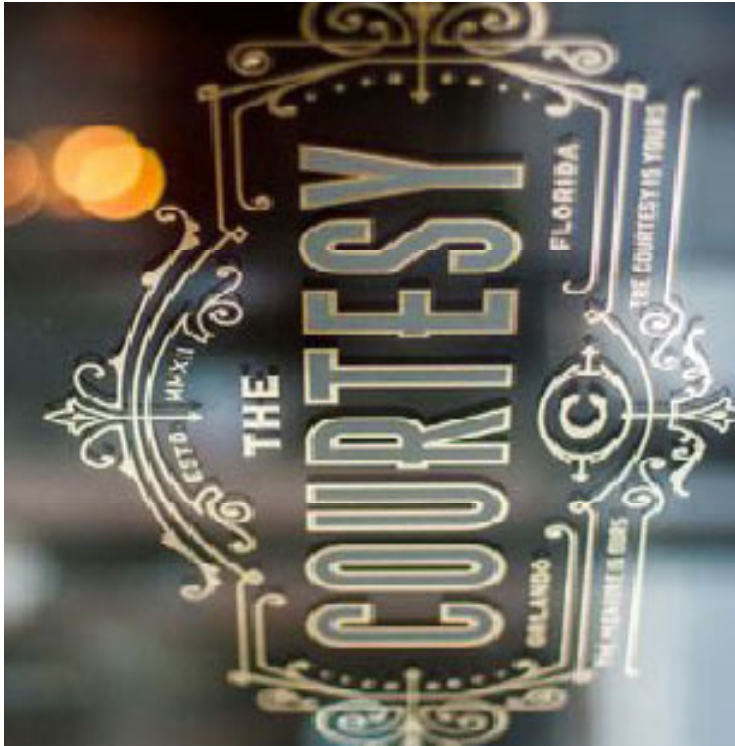


INAPPROPRIATE STOREFRONTS



Storefronts should have consistent elevation and not a mix of inconsistent architectural details.

Ill proportioned and awkward composition make this storefront inappropriate.



Building Signage

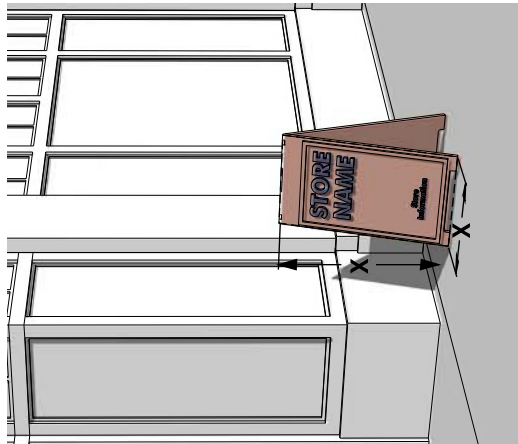
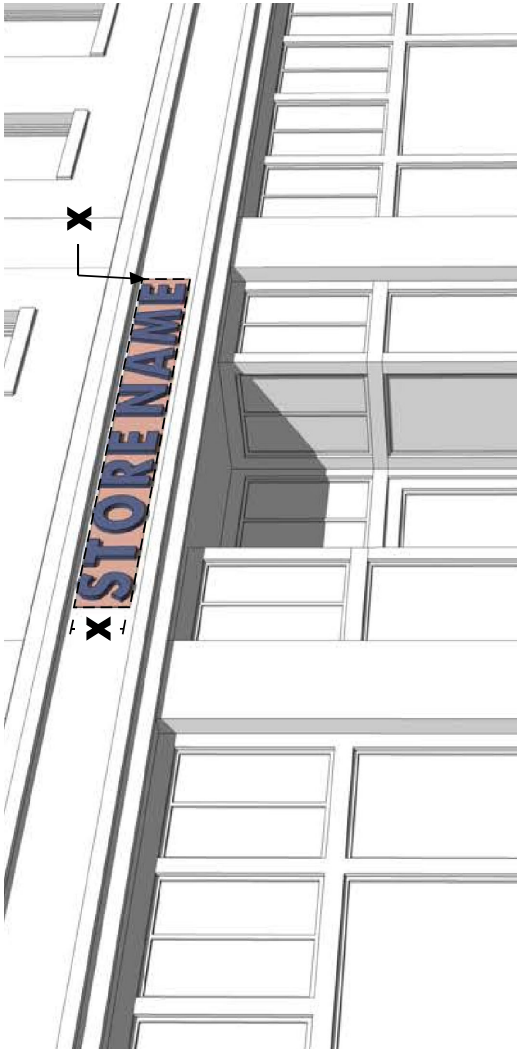
Heathfield on Scott's Creek will convey a sense of tradition, elevated quality, and style by establishing provisions that will assure signage is compatible and consistent with the character and environment of the neighborhood. Signs should enhance the visual environment of the immediate neighborhood and the City of Lakeland, protect against visual blight, promote general safety, ensure compatibility with the character of the neighborhoods, and provide the essential identity of, and direction to the site. Signage should be legible and well-crafted as well as designed to avoid visual clutter.

Creativity in the design of signage is encouraged and should be carefully integrated with the site and building design to create a unified appearance. Such signage may include wall mounted, awning and canopy, hanging, blade mounted, directory, window, sandwich board, free standing (monument), and post mounted signage. Signage regulations will not violate or exceed the regulatory standards as currently defined by the City of Lakeland.



Signage should not obscure or block key architectural features, the normal flow of pedestrian or vehicular traffic, or sight lines to adjacent properties. Architecturally, building signage should utilize and/or enhance the architectural elements of the building and be placed in a logical relation to the overall composition of the building's facade.

The general location, arrangement, and standards for signs shall be part of a consistent theme in compliance with the Lakeland Sign Ordinance. If waivers are requested and item is waived, each compliance with the standard that is waived shall be individually and expressly waived in writing.

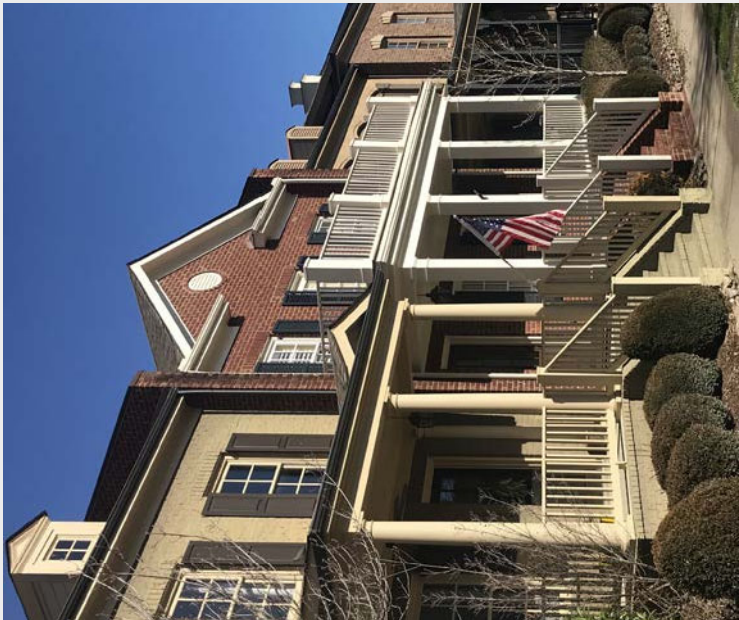
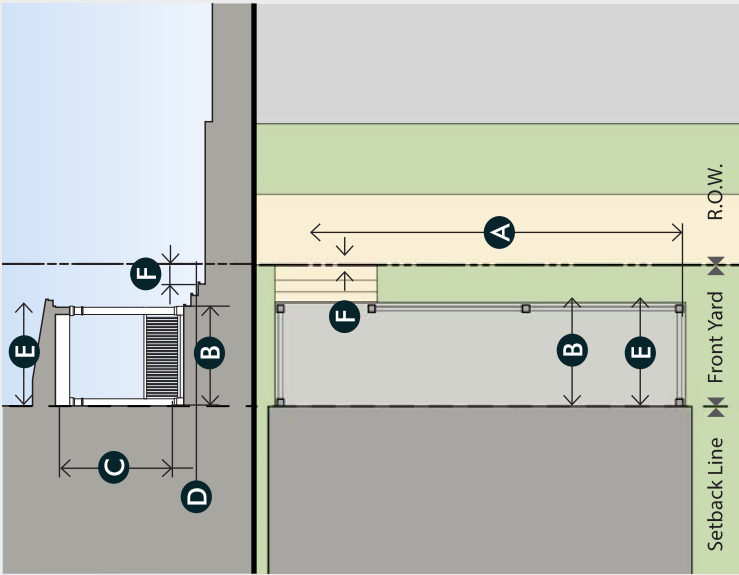


Frontage Elements

PROJECTING PORCH

The facade is setback from the R.O.W. with an attached porch that is open on three sides. A projecting porch may encroach into the Front Yard. All habitable space is located behind the Setback Line.

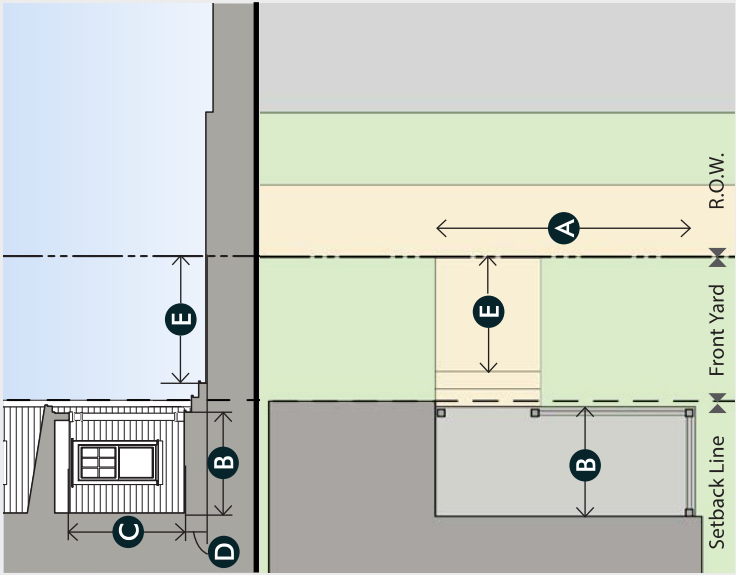
RECOMMENDED DIMENSIONS	
Width	12' min. A
Depth	
Along Front	7' min. B
Along Side (wrap-around)	5' min.
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
ENCROACHMENTS	
A projecting porch may encroach into the setback per lot type.	E
Steps and railing from the porch may encroach up to but not beyond the R.O.W.	F



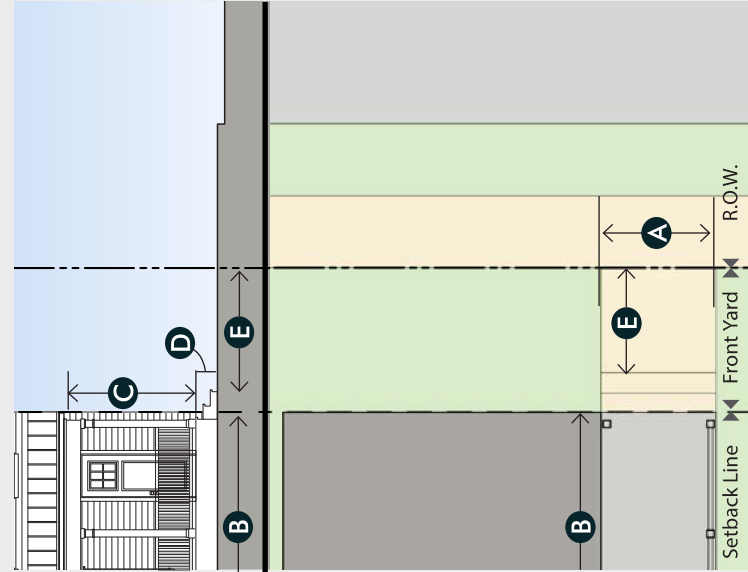
ENGAGED PORCH

The facade is setback from the R.O.W. with an attached porch that is open on two adjacent sides with the two remaining sides engaged to the building. All habitable space is located behind the Setback Line.

RECOMMENDED DIMENSIONS	
Width	12' min. A
Depth	7' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
ENCROACHMENTS	
Steps and railing from the porch may encroach up to but not beyond the R.O.W.	



Frontage Elements



SIDE PORCH

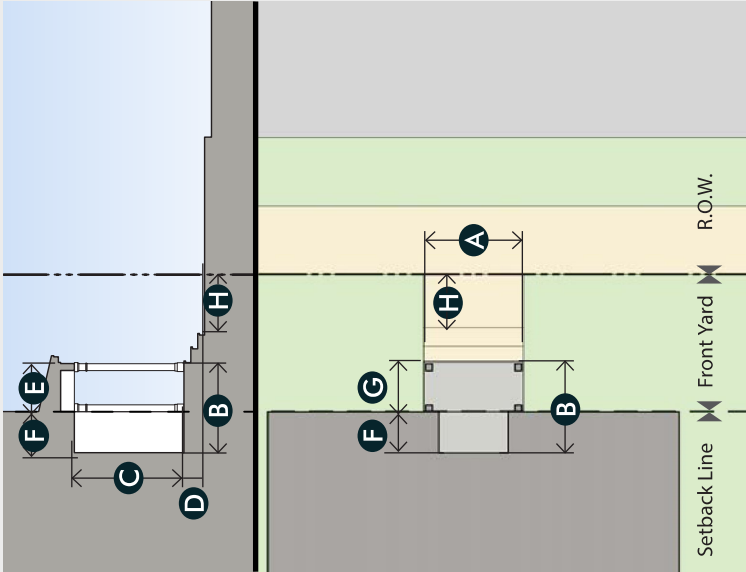
The facade is setback from the R.O.W. with an attached porch along one side of the building that is open on at least two adjacent sides. All habitable space is located behind the Setback Line but may be in encroachment zone.

RECOMMENDED DIMENSIONS

Width	7' min. A
Depth	12' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D

ENCROACHMENTS

Steps and railing may encroach up to but not beyond the **E** R.O.W.



STOOP

The facade is setback from the R.O.W. with a recessed entry and/or projecting stoop. A projecting stoop may encroach into the Front Yard. All habitable space is located behind the Setback Line.

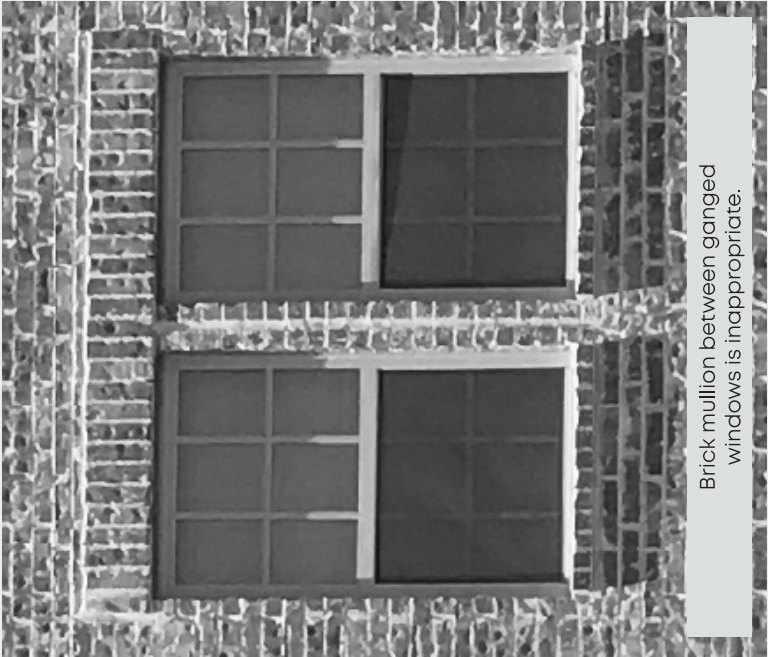
RECOMMENDED DIMENSIONS

Width	4' min.; 12' max. A
Landing depth	4' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Covered entry projection	5' max. E
Depth of recessed entries	6' max. F
Height	1 story max.

ENCROACHMENTS

Covered entries may encroach up to 5' into the setback. **G**
Steps and railing may encroach up to but not beyond the **H** R.O.W.

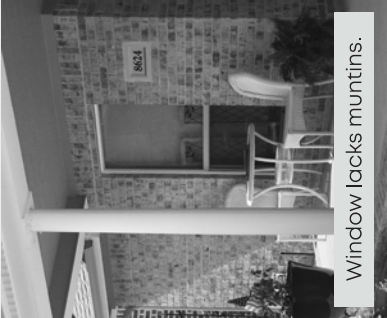
Architectural Details–Windows



Brick mullion between ganged windows is inappropriate.



Header and sill are too wide.



Window lacks muntins.

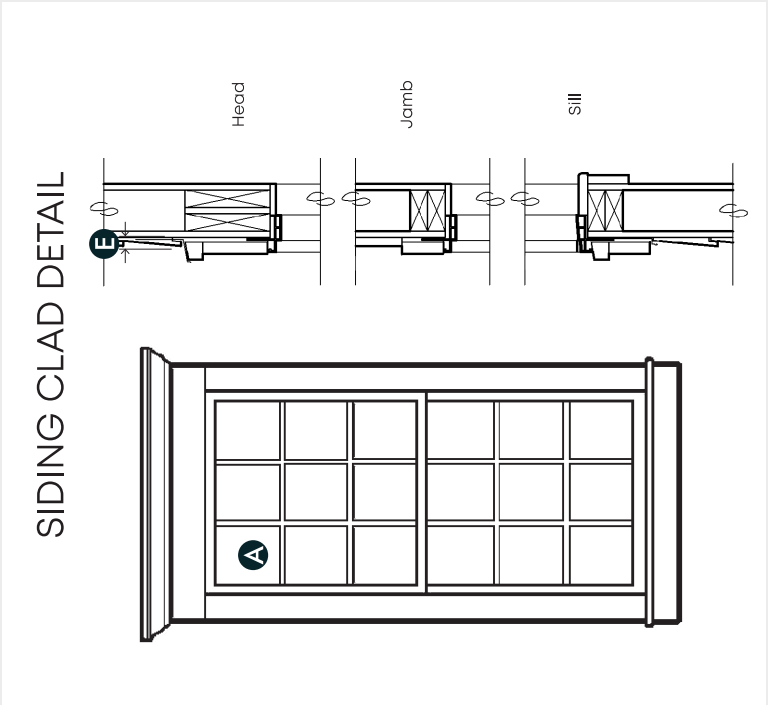


Horizontally-proportioned panes must be appropriate to style.

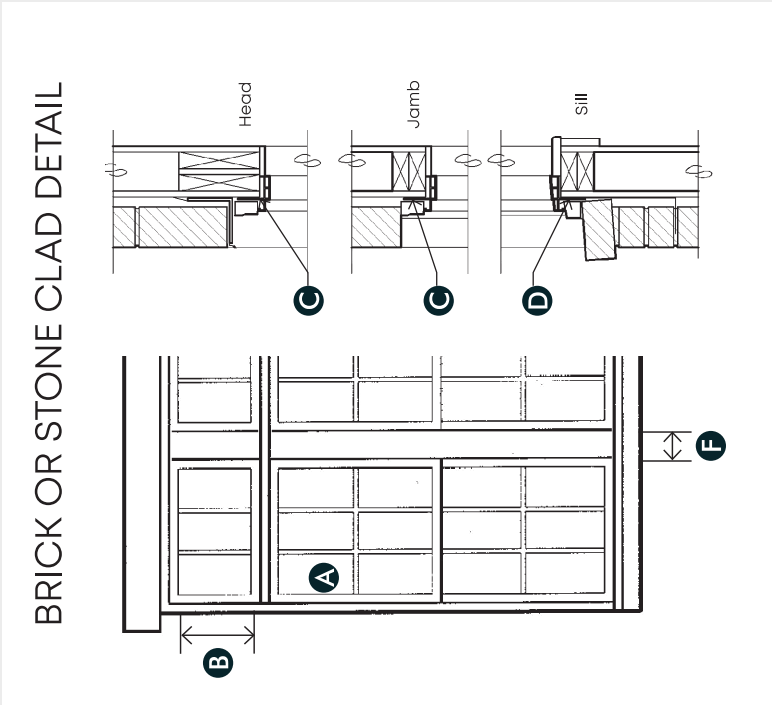


Surround and lack of brick mould make this window inappropriate.

INAPPROPRIATE



SIDING CLAD DETAIL



BRICK OR STONE CLAD DETAIL



APPROPRIATE

WINDOWS

TYPE, STYLE, & SIZE

- Window types, styles, sizes, and pane configurations shall be appropriately designed and selected to be compatible with the building’s overall design, style, and character.
- Window types, styles, and sizes shall generally be consistent along street and common space frontages.
- Windows that operate as sliders shall not be used along street or common space frontages.
- Tab mounted windows flush or nearly flush to the exterior face of the wall shall not be used.
- Window proportions shall be appropriate to the architectural style.
- Window muntins, if used, shall be true or simulated divided lites appropriate to the architectural style.
- Window panes shall be square or vertically proportioned, unless otherwise appropriate to the style. **A**
- The minimum glass height of a transom shall be 12”. If above a divided lite window, the transom height shall be similar to the height of a lite below. **B**
- Head heights shall be in proper proportion to the scale and mass of the house.
- First floor windows shall have an 8'-0”(min.) head height and shall align with the front door head height or front door transom head height if a door less than 8'-0” is used.

MATERIALS

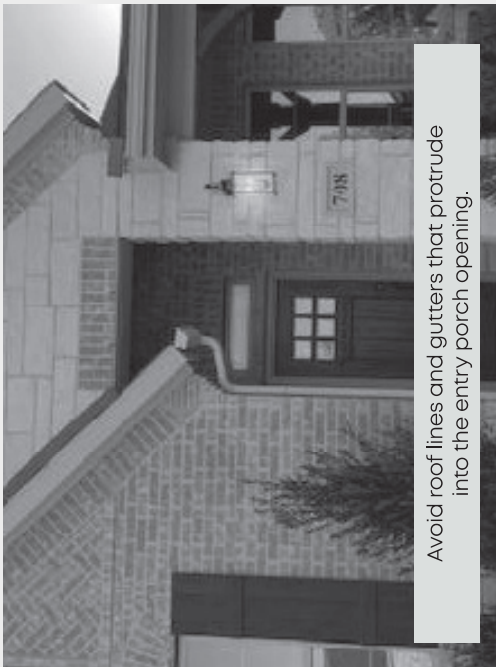
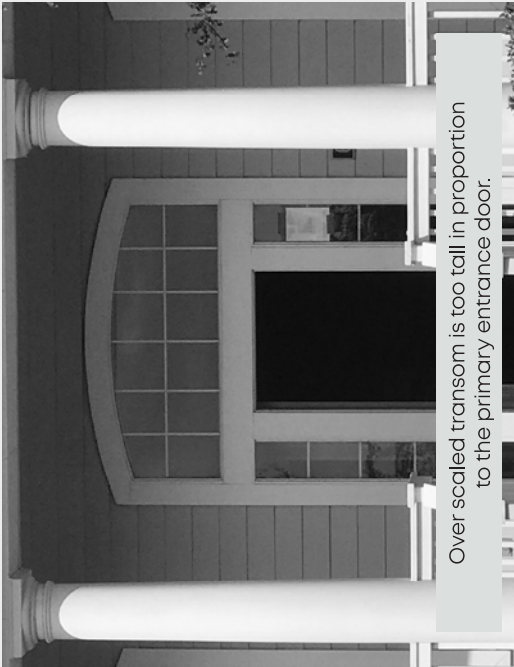
- Tinted or reflective glass shall not be used.

HEADER, JAMB, & SILL

- Window casings, trim, and mouldings shall be appropriately designed and selected to be compatible with the building’s overall design, style, and character.
- Openings for windows in brick or stone clad walls shall use a brick mould at the head and jamb, but not the sill. **C**
- Openings for windows in brick or stone clad walls shall use a projecting sill nose placed between the brick mould jambs and the sill. **D**
- Window surround trim on siding clad walls shall project a minimum of 1/4” from the face of the adjacent siding. **E**

GANGED WINDOWS

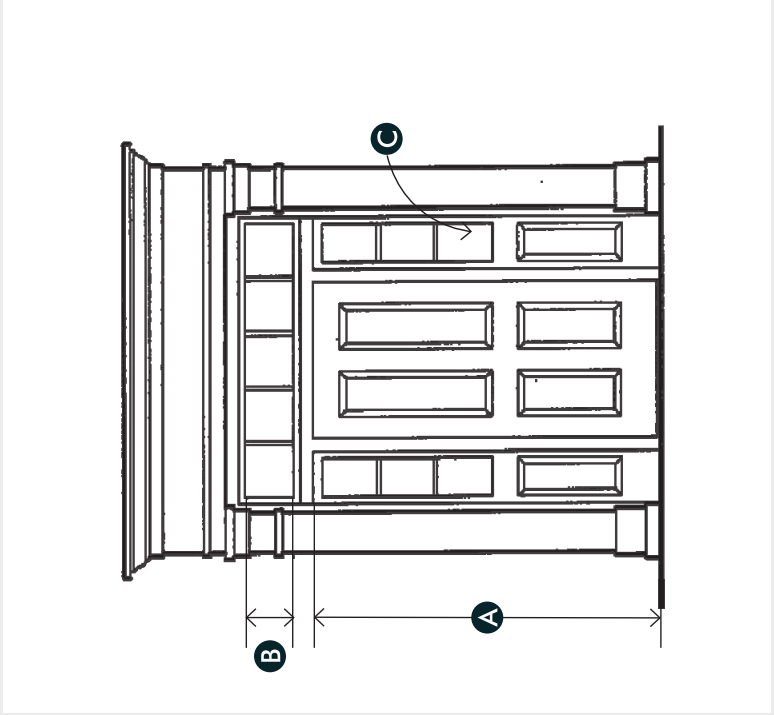
- Multiple windows shall have a mullion between the windows.
- A continuous header or casing, as appropriate to the style, shall be used for the set of ganged windows. **F**
- Mullions between ganged windows shall not be finished with brick.



INAPPROPRIATE



APPROPRIATE



ENTRIES & DOORS

TYPE, STYLE, & SIZE

- The primary entrance (front door) to a home shall embody the character, scale, proportion and detail of the overall house and its appropriate architectural style.
- The entry shall be easily identifiable from the street.
- When a porch is not provided, the entry shall provide at least minimal protection from the elements.
- Over-scaled, out of proportion, overbearing or deeply recessed (“dark”) entries shall not be used.
- Storm, screen, or security doors must be appropriate to the architectural style and approved by the Town Architect.
- Taller doors (8'-0" in height) are generally encouraged. **A**

MATERIALS

- Doors shall be wood or have a wood-like appearance.
- Colored, tinted or reflective glass shall not be used.

HEADER, JAMB, & SILL

- Door casings, trim, and mouldings shall be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Openings for doors in brick or stone clad walls shall use a brick mould at the head and jamb.
- Door surround trim on siding clad walls shall project a minimum of 1/4" from the face of the adjacent siding.

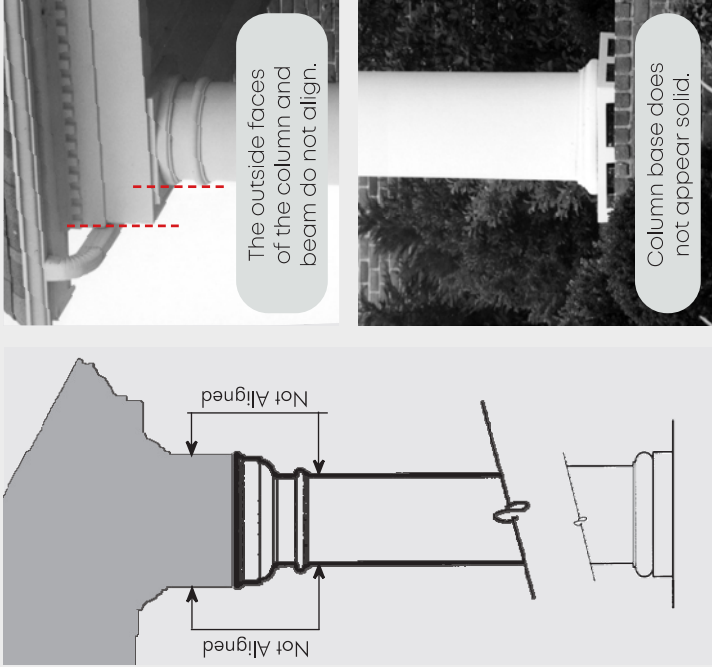
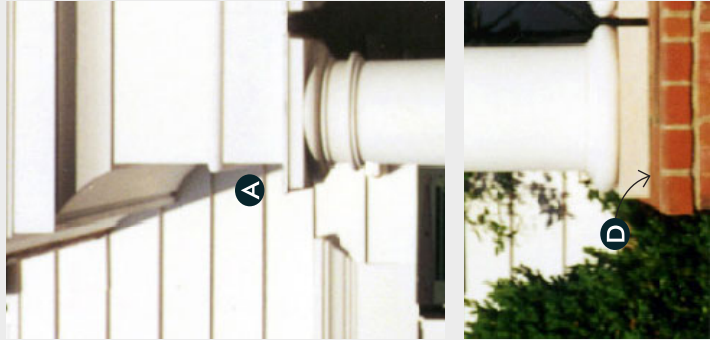
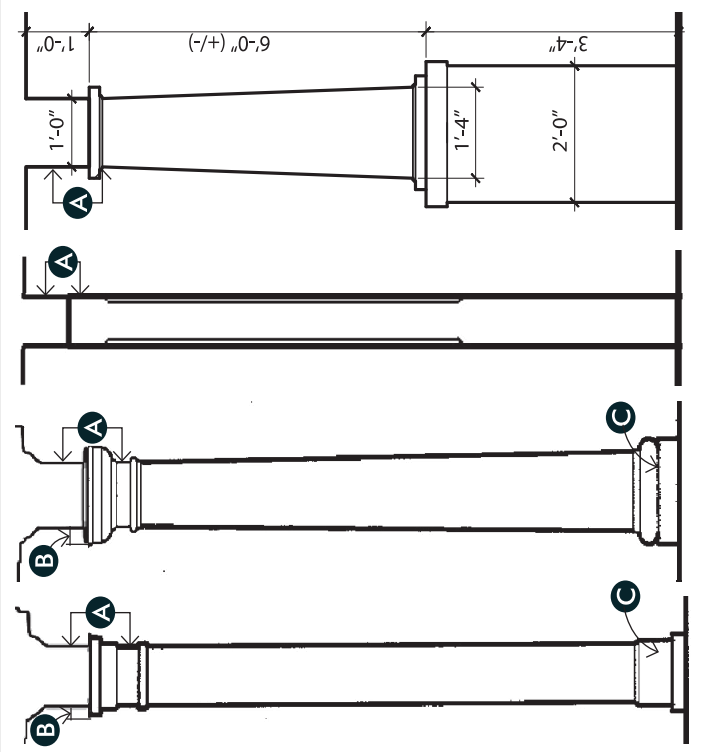
TRANSOMS & SIDELIGHTS

- If doors shorter than 8'-0" are used, a transom shall be used.
- Transoms shall have a 12" min. glass height. **B**
- Transoms, sidelights, and doors shall read as a unit with continuous casing trim.
- Mullions between doors, transoms, and sidelights shall use trim painted to match the brick mould or trim surround.
- Masonry shall not be used on mullion between doors, transoms, and sidelights.
- Over-scaled or separate unit transoms shall not be used.
- Sidelights shall have a design similar to the entrance door. **C**

Architectural Details

COLUMNS

- Whether job-built or manufactured, columns shall adhere to 'classic' time-tested scale and proportions appropriate for the style of the building.
- Columns shall be of wood, masonry, or a composite material and properly flashed.
- The face of the column shaft shall align with the face of the frieze board or beam above. **A**
- The column cap shall project beyond the face of the frieze board or beam. **B**
- The column base is typically larger than the cap and shall be, or 'appear' as, solid stone, brick, or wood. **C**
- Visible aluminum vent blocks are inappropriate and shall not be used.
- The foundation or porch edge shall be extended beyond the edge of the frieze or beam above to allow proper column alignment. **D**

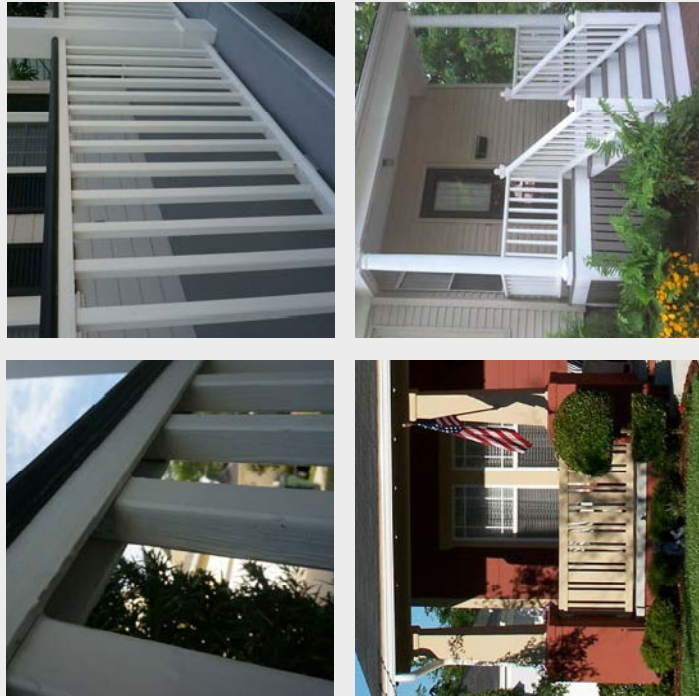
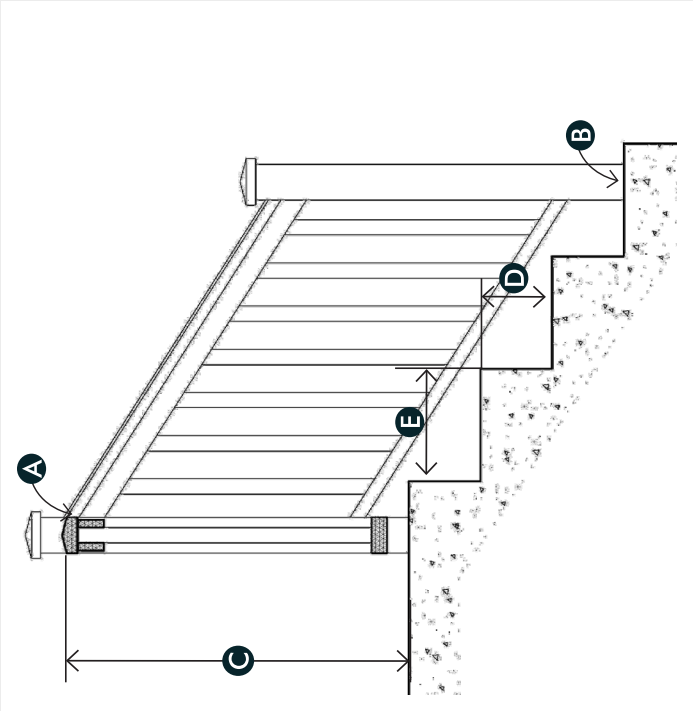


APPROPRIATE

INAPPROPRIATE

EXTERIOR RAILINGS & STAIRS

- Railings and railing materials shall be appropriate to the style of the house and porch.
- All stair railings shall be terminated on a vertical post or column. **A**
- Newel posts shall sit on the bottom stair tread. **B**
- Railings shall return to the adjacent column or wall.
- Porch railings, stair railings, and rail returns shall all use matching colors and materials.
- Railings shall be between 34" and 38" above the stair nosing or porch floor surface. **C**
- Riser dimensions shall be 4" min. and 7" max. **D**
- Tread dimensions shall be 11" min. and 17" max. **E**
- Steps shall be at least 4' in width. If the space between porch columns is less than 6', the porch steps shall be the full width of the bay.



APPROPRIATE

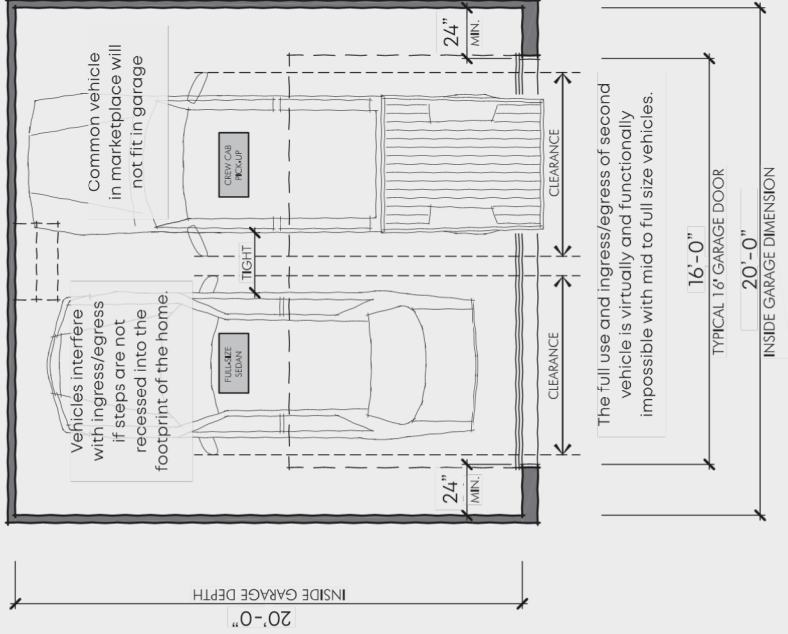
INAPPROPRIATE

Railing lacks profile detail and is out of character with the rest of the home.

Garages

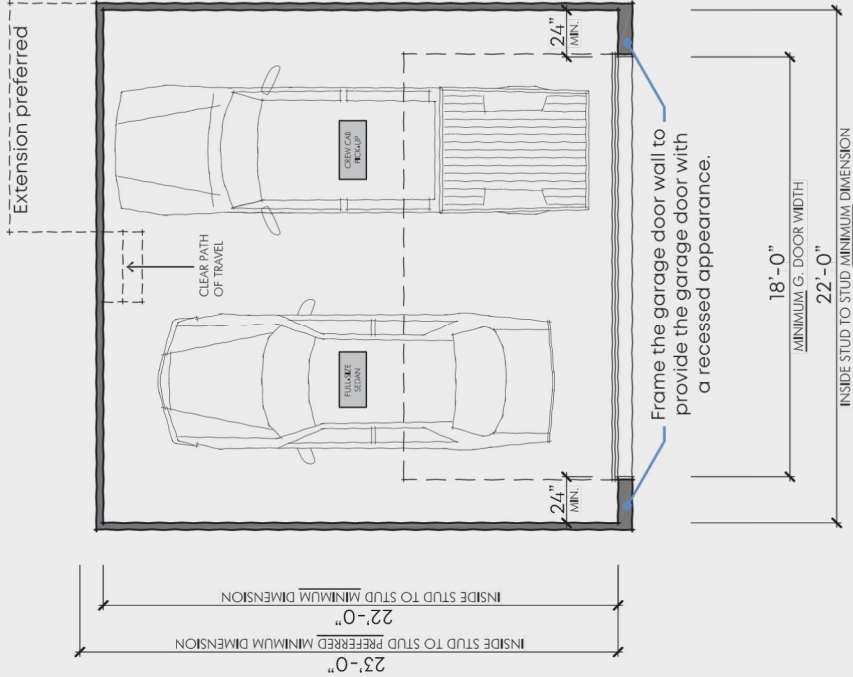
NARROW GARAGE

This type and size of garage / garage door virtually becomes a shallow one-vehicle garage, or is only valid for two small/mini sized vehicles. This inadequate level of design creates issues for valid vehicle parking in the community and reduces values for all.

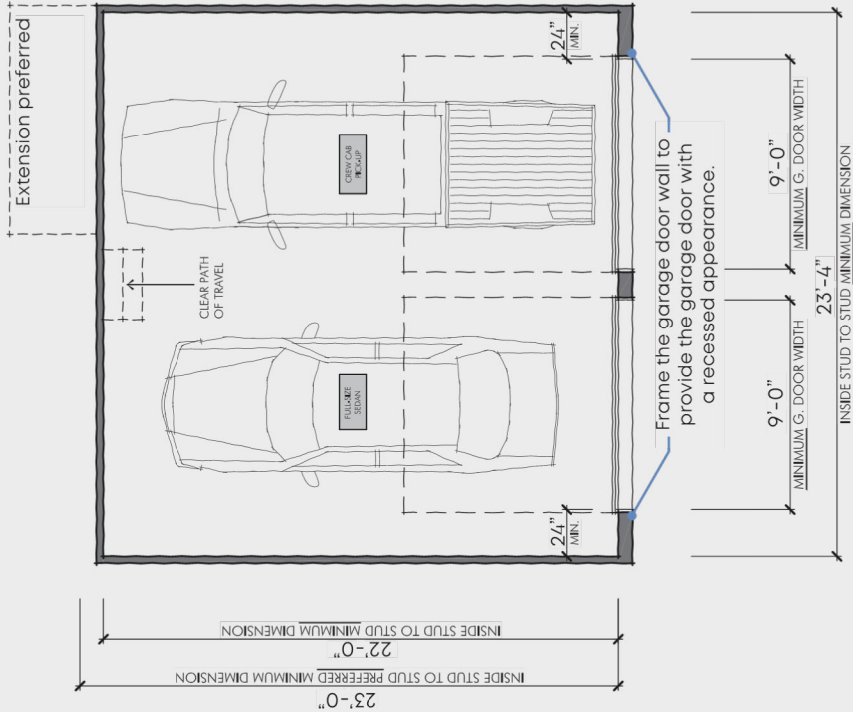


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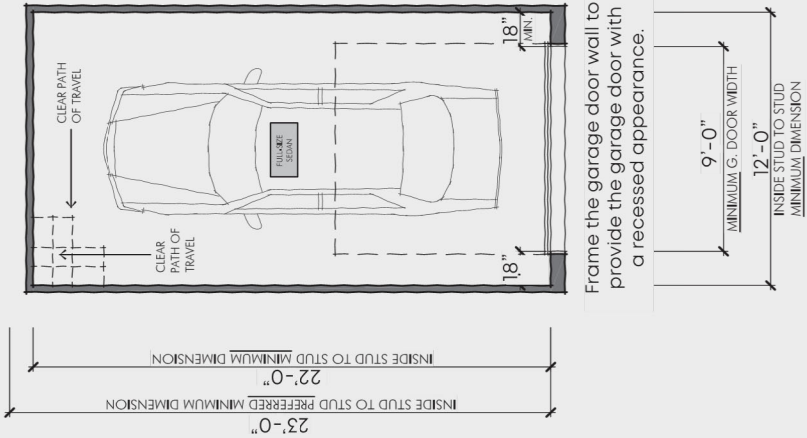
ONE DOUBLE DOOR



TWO SINGLE DOORS



ONE SINGLE DOOR



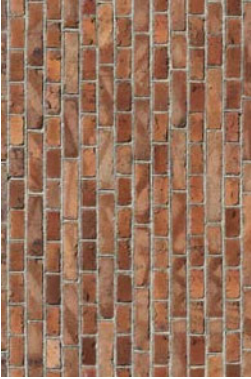
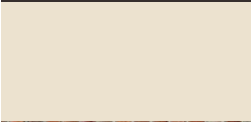
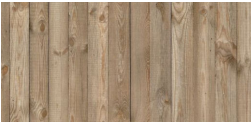
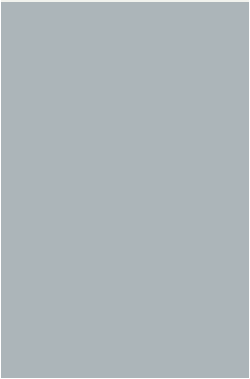
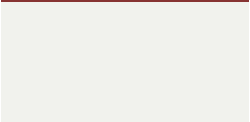
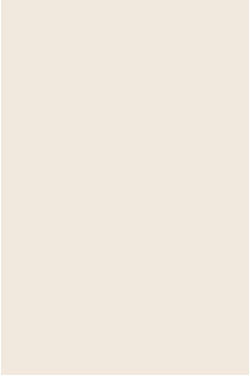
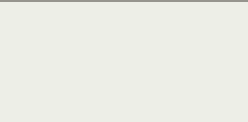
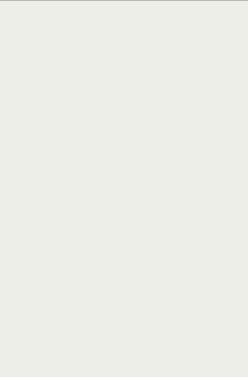
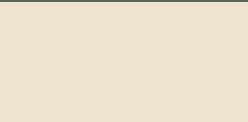
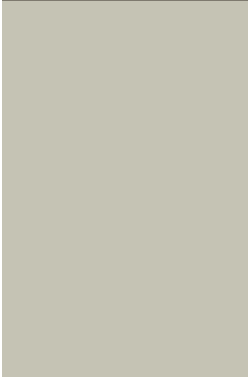
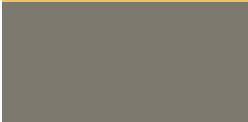
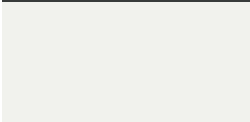
RECOMMENDED DIMENSIONS

INTERIOR CLEAR SPACE	
Clear Width	22' minimum
Clear Depth	22' minimum
If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.	
GARAGE DOORS	
Height	7' minimum 8' recommended
Width	
Single Door	9' minimum 10' recommended
Double Door	18' minimum



APPROPRIATE

Exterior Colors

Primary	Trim	Accent	Primary	Trim	Accent
					
					
					
					
					

SAMPLE EXTERIOR COLOR PALETTES

COLORS & TONES

- Paint, stucco, and brick colors must be submitted and approved by the Town Architect.
- All home colors shall be appropriate to the home style.
- Bright and primary colors are typically not approved by the ARC and shall be avoided.
- When appropriate to the design, the brick may be painted.
- MEP stacks, vents, and other wall/roof penetrations shall have a matte baked-on finish, and the color shall match the abutting wall/roof material.
- All non-copper flashing shall be painted to blend into surrounding tones unless specifically approved by Town Architect.
- Accent colors usage shall be limited to doors, windows, shutters, projecting bays, and awnings appropriate to the home style.
- When light-tone neutral colors are used for the primary home color, accent colors shall be limited to medium-tone or dark-tone neutral colors.
- When medium-tone neutral colors are used for the primary home color, accent colors shall be limited to light-tone neutral colors.
- When dark-tone neutral colors are used for the primary home color, accent colors shall be limited to light-tone neutral colors.

I. Outline Plan General Guidelines

- A. The Heathfield Mixed Use Plan Development Outline Plan shall serve as the land use and transportation plan and define the planning objective to be achieved for the development of the Heathfield Mixed Use Planned Development.
- B. The Common Open Spaces will be developed with details that encourage the use of the spaces.
- C. A Declaration of Covenants and Restrictions shall be applicable to all property in the development. A Property Owner's Association shall be established to assure that improvements and common open spaces are maintained in a quality manner.
- D. A comprehensive signage system will be implemented to insure continuity in the development.
- E. The Heathfield Mixed Use Planned Development shall adhere to the landscaping guidelines in the landscape plan.

II. LAND USE AND DEVELOPMENT REGULATIONS

AREA 1: C1 COMMUNITY COMMERCIAL & NO NEIGHBORHOOD OFFICE DISTRICTS as modified

- A. This area is intended to permit conventional retail, service, boutique lodging and office uses.
- B. ALLOWABLE USES: Neighborhood Retail, General Retail, Liquor Store, Neighborhood Personal Services, General Services, Regional Services, Child Day Care, Outdoor Entertainment, Neighborhood Office, Taproom/Brewery, Independent Living, Assisted Living, Nursing Home and Boutique Hotels (less than 100 rooms). Any use not explicitly listed shall be prohibited.
- C. Design for commercial areas shall follow the Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

AREA 2: R5 URBAN MANOR & R6 ATTACHED DISTRICT as modified

- A. This area is intended to permit single family and attached single family dwellings as well as a boutique lodging.
- B. ALLOWABLE USES: Uses allowed within the R5 - Urban Manor District as modified herein. Homes may be accessed from a street or alley. Attached Townhomes shall be permitted as allowed in the R6 - Attached District, as modified herein. Townhomes may be fee-simple lots. All Townhomes may be accessed from an alley.
- C. Design for residential areas shall follow the Architectural Pattern Book as described in the PD Booklet, in lieu of the non-residential architectural guidelines in the Land Development Regulations.

III. BULK REGULATIONS:

AREA 1: C1 - COMMUNITY COMMERCIAL DISTRICT

- a. Minimum Lot Width: 50-feet
- b. Minimum Lot Size: N/A
- c. Building Setbacks:
- US Highway 70: 40'
- Internal Street: 20-feet
- Internal Private Dr.: 10-feet
- Side Yard: 7.5-feet
- Rear Yard: 7.5-feet
- d. Min. Bldg. Separation: 10-feet (detached only)
- e. Maximum Building Height:
- Hotel: 3-story
- All other uses: 2-story

AREA 2: R6 - ATTACHED DISTRICT

- a. Minimum lot width: 26-feet
- b. Minimum lot size: n/a
- c. Building setbacks:
- Seed Tick Rd: 40'
- Internal street: 15-feet behind sidewalk
- Internal private drive: 10-feet behind sidewalk
- Rear load alley: 7-feet
- Min. bldg. separation: 10-feet (detached only)

IV. Access and Circulation:

- A. Dedicate and improve Street A to 66 feet wide Right-of-Way with 34 feet of pavement section and sidewalks with 11' planting zones where on-street parking will occur on both sides of the roadway to match Urban Collector Standards in Area 1 & Area 2 except where on-street parking is not appropriate. Additional width for turn lanes should be added at critical intersections.
- B. Dedicate and Improve Streets B & C to 31 feet Right-of-Way with 26 feet of pavement section and sidewalks with 9' planting zones.
- C. Private Internal Streets will be improved to provide two 12' travel lanes.
- D. Public Streets in area 2 serving single family and single family attached residential will be dedicated to 31 feet Right-of-Way with 26 feet of pavement section and sidewalks with 9' planting zones.
- E. Seed Tick Road shall be dedicated and improved to 31 feet wide Right-of-Way with 20 foot wide scenic corridor landscape easements on each side.

V. Landscaping/Screening/Open Space:

- A. All Common Open Spaces shall have landscaping to enhance the aesthetic value of the overall development.
- B. Common Open Space shall meet the City of Lakeland Zoning Ordinance and Design Guidelines.
- C. No perimeter fence may exceed six feet in height without approval. A 6' ornamental fence shall be an option for any lot line abutting a common open space.
- D. See the Landscape Plans submitted with the Master Development Plan for additional requirements.
- E. There is a 20' Scenic Corridor Buffer along Seed Tick Road with landscaping requirements and restrictions that shall be adhered to according to the Lakeland Zoning Regulation and are to be maintained by the property owner.

VI. Drainage:

- A. A Grading and Drainage plan will be submitted to the City Engineer concurrent with construction plans for review by the City prior to commencement of construction.
- B. Onsite detention will be provided to prevent any downstream drainage issues related to the development of the subdivision.
- C. Adequate EPSC measures will be in place during construction.
- D. Detention to be located in C.O.S. areas and used in conjunction as attenuation for the development.
- E. The property is located in Zone X which is not located in a Special Flood Hazard Area per FEMA FIRM Map Number 47157C0215GF dated February 6, 2013.
- F. All grading shall be in accordance with TDEC and City of Lakeland Regulations. All grading shall be reviewed and approved by the Town Engineer.
- G. Stormwater Detention facilities shall be owned and maintained by the Property Owner's Association.

VII. Utilities

- A. The water system shall be capable of producing a minimum residual pressure of 20 PSI at a minimum fire flow of 1,500 gpm and shall be approved by and constructed in accordance with the requirements of the City of Lakeland.
- B. The sewer system shall be approved by and constructed in accordance with the requirements of the City of Lakeland.
- C. There shall be a 5 foot wide utility easement along all lot lines.

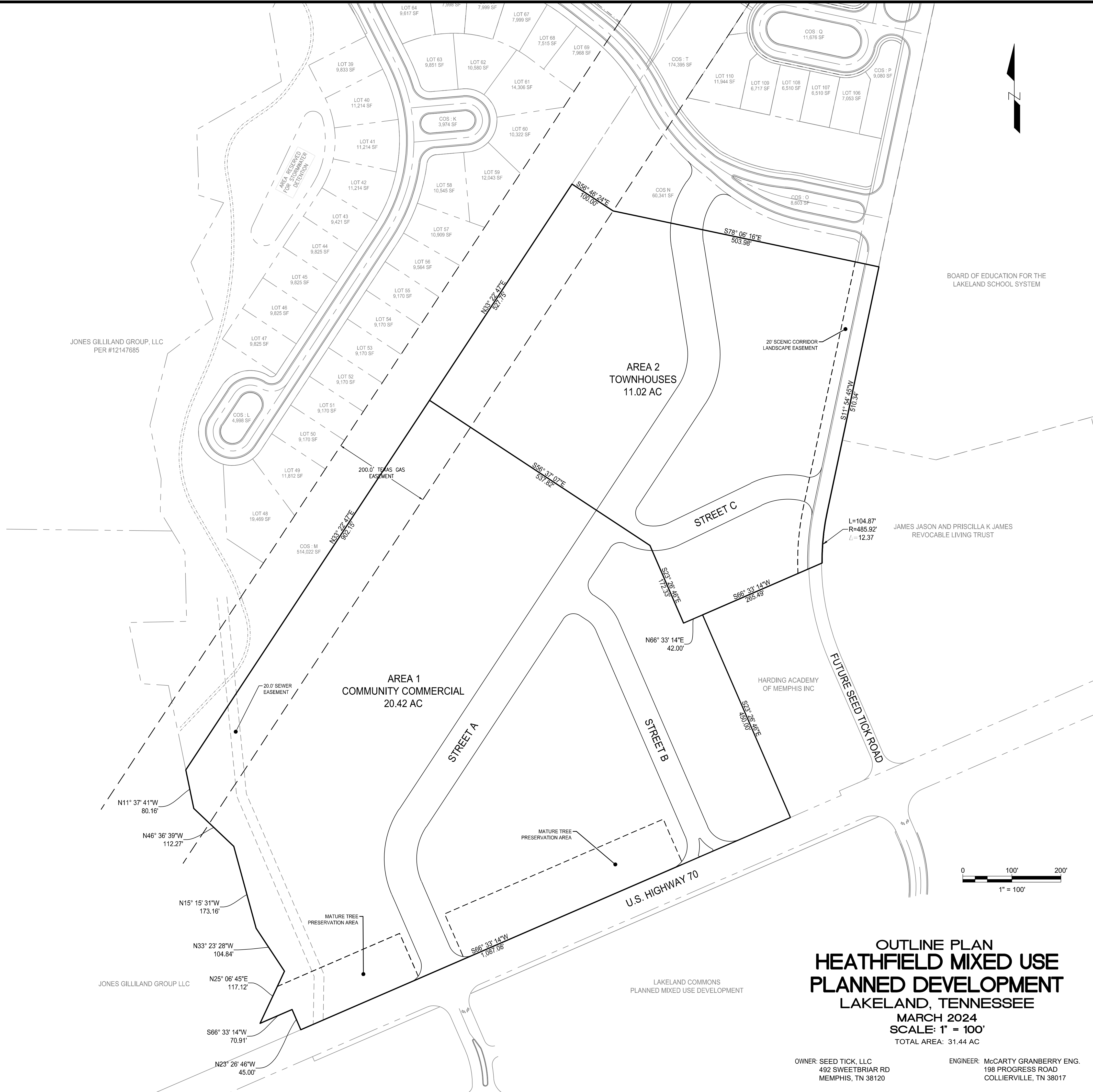
VIII. Stream Buffer Requirements

ZONE 1 - STREAMSIDE SECTION

- A. Allowable uses within the streamside section are restricted to:
1. Flood control structures
 2. Utility rights-of-way
 3. Footpaths
 4. Road crossings, where permitted
 5. Stormwater management facilities, with approval of the City Engineer

ZONE 2 - OUTER SECTION

- A. Allowable uses within the outer section are restricted to:
1. Biking or hiking paths.
 2. Stormwater management facilities, with the approval of the City Engineer
 3. Recreational uses as approved by the Planning Commission
 4. Limited tree clearing with approval from the Planning Commission



OUTLINE PLAN
HEATHFIELD MIXED USE
PLANNED DEVELOPMENT
LAKELAND, TENNESSEE
MARCH 2024
SCALE: 1" = 100'
TOTAL AREA: 31.44 AC

OWNER: SEED TICK, LLC
492 SWEETBRIAR RD
MEMPHIS, TN 38120

ENGINEER: McCARTY GRANBERRY ENG.
196 PROGRESS ROAD
COLLIERSVILLE, TN 38017

LEGAL DESCRIPTION
Tax ID# L0150 00492C (Portion of)

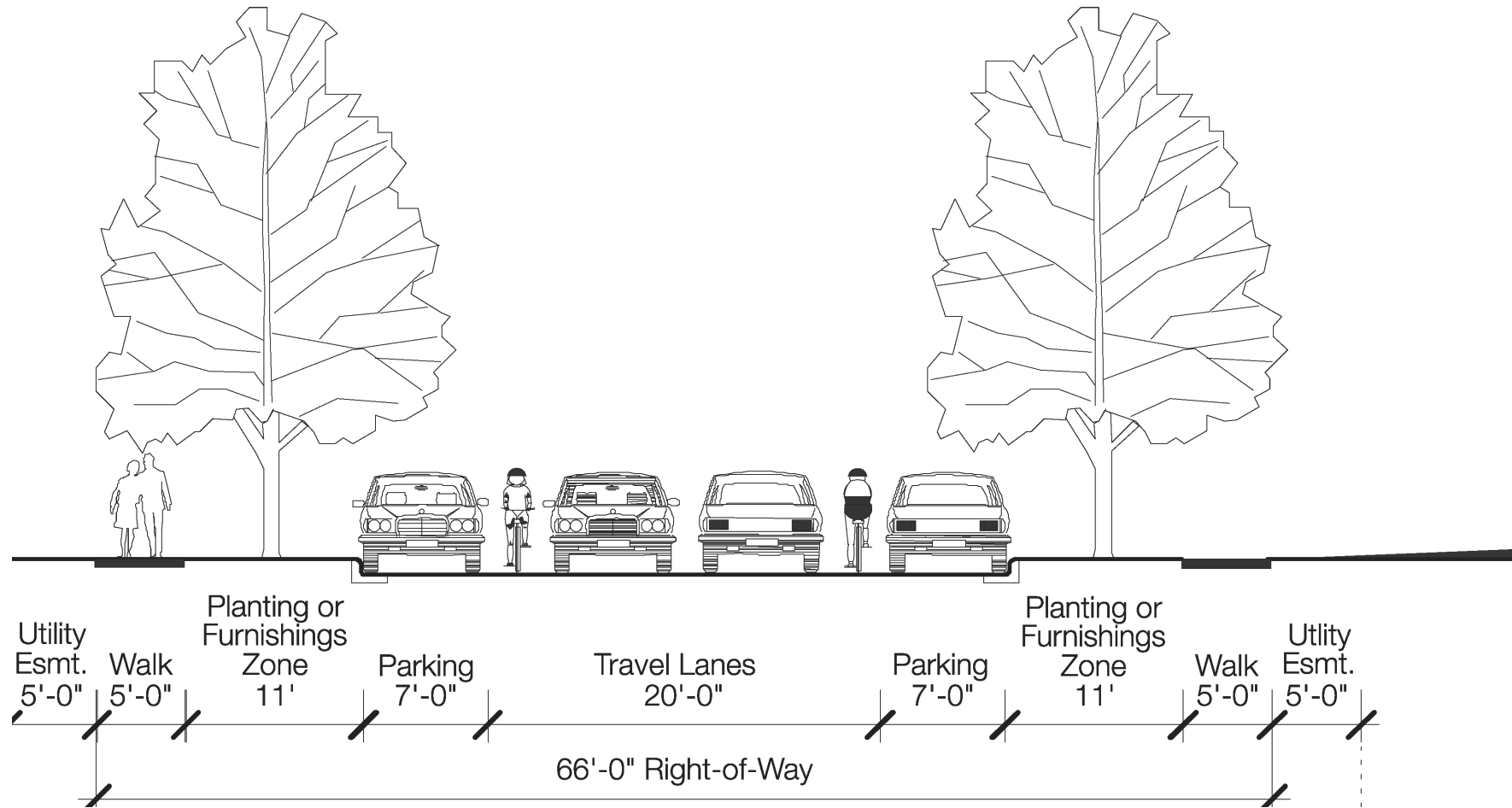
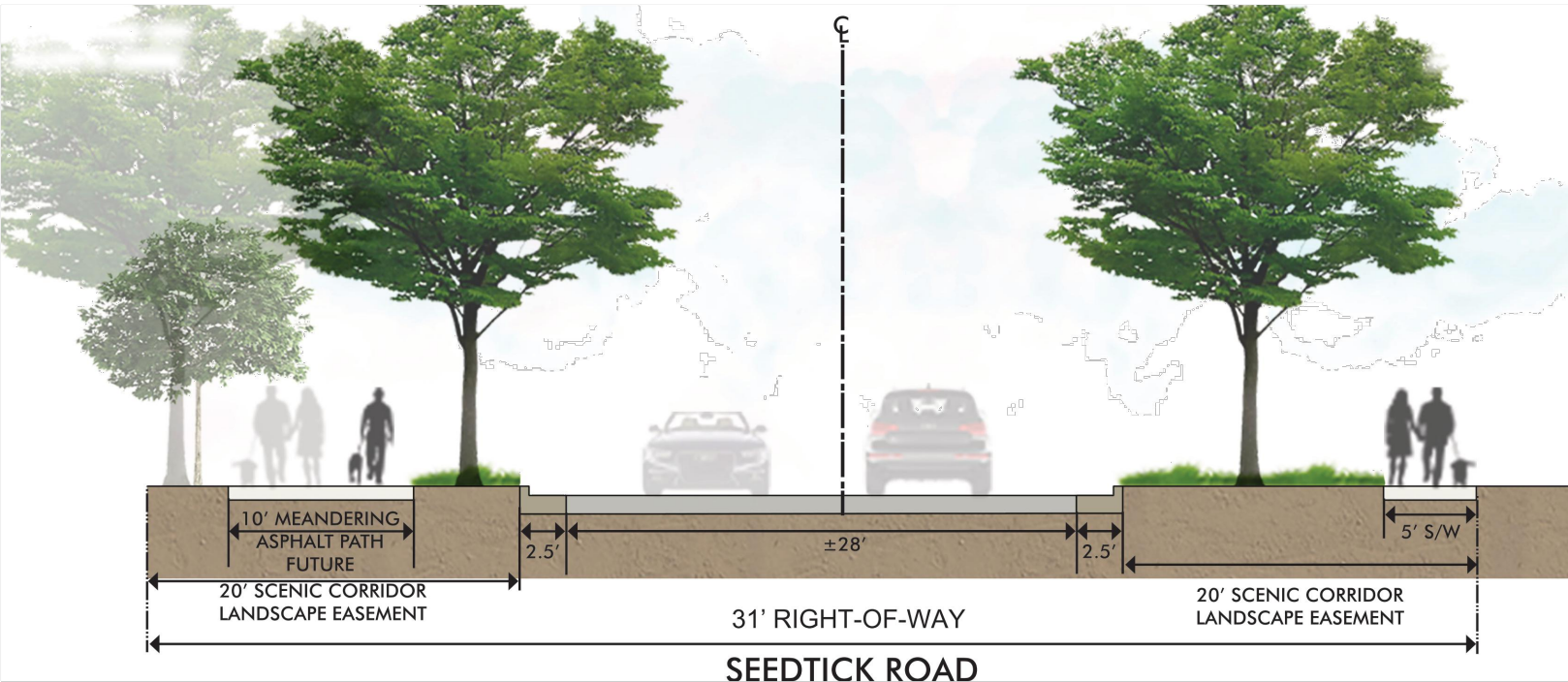
Being a portion of Parcel I and a portion of Parcel II of the 'Harding Academy of Memphis, Inc.' property as recorded in Instrument Number 05182497 at the Shelby County Register's Office, City of Memphis, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the physical centerline intersection of U.S. Highway No. 70 (ROW varies) and Seed Tick Road; thence with a portion of the centerline of said U.S. Highway 70, South 66 degrees 33 minutes 14 seconds West a distance of 298.61' to a point; thence departing from and perpendicular to said centerline, North 23 degrees 26 minutes 46 seconds West a distance of 30.00 feet to a point (found iron pin) in the north line of said U.S. Highway No. 70, said point being the southeast corner of the Ray James Irrevocable Trust Agreement property as recorded in Quit Claim #16047012 at the Shelby County Register's Office, City of Memphis, State of Tennessee and being the **TRUE POINT OF BEGINNING** of the property herein described; thence with a portion of said north line of U.S. Highway No. 70, South 66 degrees 33 minutes 14 seconds West a distance of 1,087.08' to a point (found iron pin); thence North 23 degrees 26 minutes 46 seconds West a distance of 45.00' to a point (found iron pin); thence South 66 degrees 33 minutes 14 seconds West a distance of 70.91' to a point in the center of Scott's Creek; thence departing from said north line with the centerline of said Scott's Creek and the east line of the Jones Gilliland Group, LLC property (#12147685) the following twenty-seven (27) calls;

1. North 25 degrees 06 minutes 45 seconds East a distance of 117.12'
2. North 33 degrees 23 minutes 28 seconds West a distance of 104.84'
3. North 15 degrees 15 minutes 31 seconds West a distance of 173.16'
4. North 46 degrees 36 minutes 39 seconds West a distance of 112.27'
5. North 11 degrees 37 minutes 41 seconds West a distance of 80.16'

thence departing from said centerline of Scott's Creek along the centerline of the 200' Texas Gas Easement, North 33 degrees 22 minutes 47 seconds East a distance of 1,429.90' to a point; thence departing the said gas easement centerline, South 56 degrees 46 minutes 24 seconds East a distance of 100' to a point on the east line of said gas easement; thence South 78 degrees 06 minutes 16 seconds East a distance of 503.98' to a point on west line of the Board of Education for the Lakeland School System property; thence with the said west line South 11 degrees 54 minutes 45 seconds West a distance of 510.34 feet to a point of curvature (set iron pin); thence in a southwesterly direction along the arc of a curve to the left having a radius of 485.92' (Long Chord = South 05 degrees 43 minutes 27 seconds West, 104.66') an arc distance of 104.87' to a point (set iron pin) of intersection with the easterly prolongation of the north line of said Ray James Irrevocable Trust Agreement property; thence departing from said proposed west right of way line of Seed Tick Road with said easterly prolongation and said north line being 450' north of and parallel with said north right of way line of U.S. Highway 70 (30' from centerline), South 66 degrees 33 minutes 14 seconds West a distance of 265.49' to the northwest corner of the remainder of the Harding Academy property; thence South 23 degrees 26 minutes 46 seconds East a distance of 450.00 feet to said **TRUE POINT OF BEGINNING**.

Said described property described containing 31.44 acres, more or less.



OUTLINE PLAN
HEATHFIELD MIXED USE
PLANNED DEVELOPMENT
LAKELAND, TENNESSEE
MARCH 2024
SCALE: 1" = 100'
TOTAL AREA: 31.44 AC

OWNER: SEED TICK, LLC
492 SWEETBRIAR RD
MEMPHIS, TN 38120

ENGINEER: McCARTY GRANBERRY ENG.
198 PROGRESS ROAD
COLLIERVILLE, TN 38017

MIXED-USE COMMERCIAL

DESCRIPTION

The proposed Mixed-Use Commercial land uses are located along both I-40 and Highway 70. The goal of this designation is to create central, commercial uses that serve the surrounding neighborhoods. These developments should be appropriately scaled as to complement surrounding uses and existing character.

INTENT

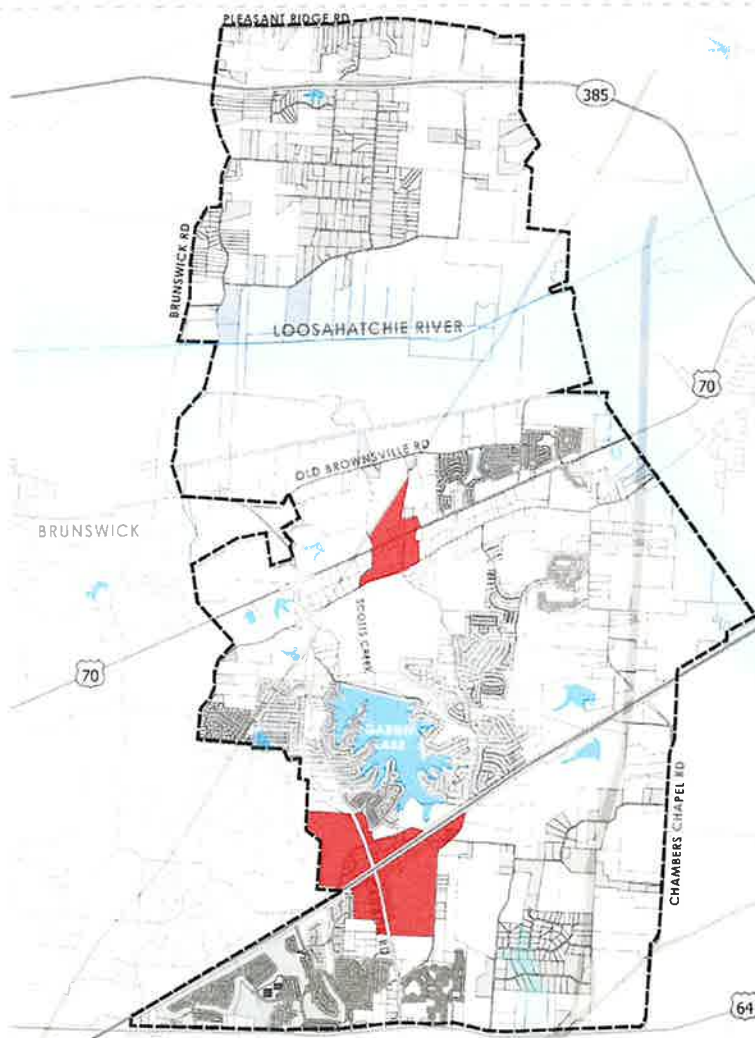
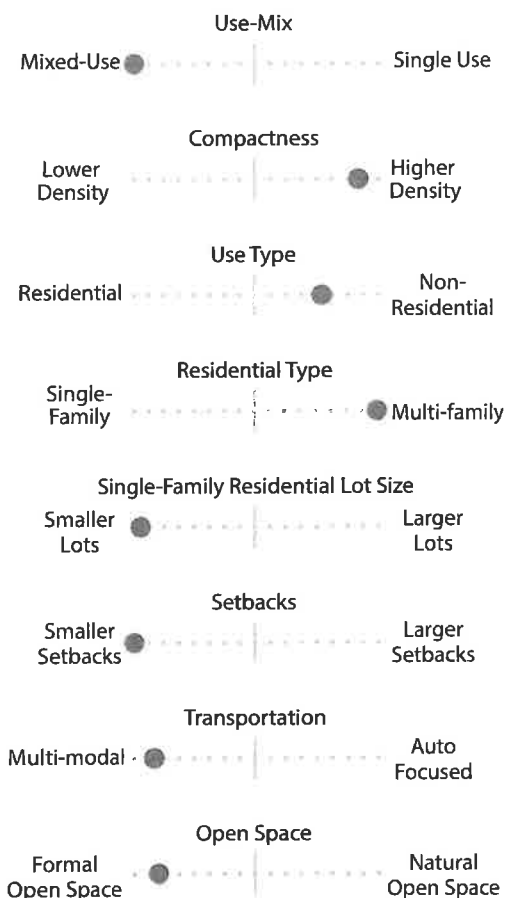
- Provide accessible commercial space in centralized, compact areas occupied by businesses that serve Lakeland resident's needs.
- Multi-family residential housing options may accompany the commercial uses only where deemed appropriate.
- Formal open space should accompany developments.
- Multi-modal transportation such as sidewalk and bike paths should be easily accessible.

APPROPRIATE LAND USES

SINGLE-FAMILY MULTI-FAMILY OFFICE COMMERCIAL INSTITUTIONAL LIGHT INDUSTRIAL



CHARACTERISTICS





Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - approving an agreement with Trey Construction, Inc. for the Chambers Chapel Drainage Improvements project.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners to approve resolution R-59-2024.

BUDGET IMPACT

The expenditure is appropriated in the original budget for the General Fund Fiscal Year 2024.

DISCUSSION

The City of Lakeland Chambers Chapel Drainage Improvements project includes improving the drainage on the culvert on Chambers Chapel Road which has caused deterioration to the road conditions as well as bank failure. The project includes the construction of two headwalls on each end of the culvert, installation of guardrail, removal and replacement of asphalt pavement, and repair of the bank failure on Chambers Chapel Road. The City received three sealed bids on April 23, 2024. Bids received are listed below.

BIDDERS	BID AMOUNT
Bluff City Construction Co, LLC	\$155,685.05
Encor, LLC	\$114,735.00
Trey Construction, Inc.	\$114,428.00

The City has reviewed the bids and recommends awarding the agreement to the lowest, qualified bidder, Trey Construction, Inc.

RESOLUTION R-59-2024

APPROVING AN AGREEMENT WITH TREY CONSTRUCTION, INC. FOR THE
CHAMBERS CHAPEL DRAINAGE IMPROVEMENTS

WHEREAS, the City desires to improve the drainage under Chambers Chapel Road; and,

WHEREAS, Trey Construction, Inc. provided an estimate for the drainage improvements; and,

WHEREAS, Trey Construction, Inc. is willing and able to provide these services once issued the Notice to Proceed; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder to attest, an agreement with Trey Construction, Inc. to improve the drainage at Chambers Chapel Road in the amount of one hundred and fourteen thousand four hundred twenty-eight dollars (\$114,428.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Lakeland desires to improve drainage with the culvert located at Chambers Chapel Rd; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for Chambers Chapel Drainage Improvements, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred and Fourteen Thousand Four Hundred Twenty-Eight Dollars (\$114,428.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC1 to SSC16, inclusive).
- 8.9 General Requirements
- 8.9 Special Provisions (Section 01810)
- 8.10 HUD Requirements
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the PreBid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this ____ day of _____, 2024

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

OWNER:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

ATTEST:

By: _____

Cheyenne Carter
Title: City Recorder

By: _____

Michael Walker
Title: City Manager

Index Of Sheets

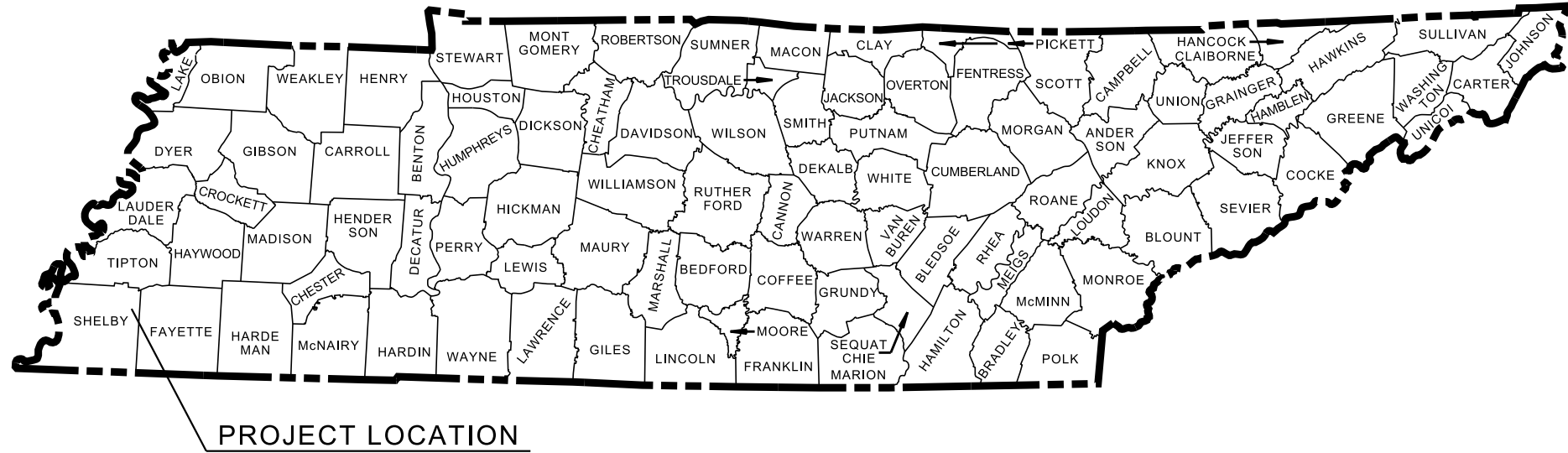
SHEET NAME	SHEET NO.
TITLE SHEET	1
GENERAL NOTES & STANDARD DRAWINGS	2
ESTIMATED ROADWAY QUANTITIES	3
PRESENT LAYOUT	4
PROPOSED LAYOUT	5
CULVERT SECTION	6
TRAFFIC CONTROL PLANS.	7
HEADWALL DETAIL	8

TOWN OF LAKELAND
DIVISION OF ENGINEERING

SHELBY COUNTY

CULVERT HEADWALLS AND GUARDRAIL
ON CHAMBERS CHAPEL ROAD

CONSTRUCTION



PROJECT LOCATION
CHAMBERS CHAPEL RD. STA. 0+00
N 353742.6619 E 862118.8963



SCALE: 1"= 5280'



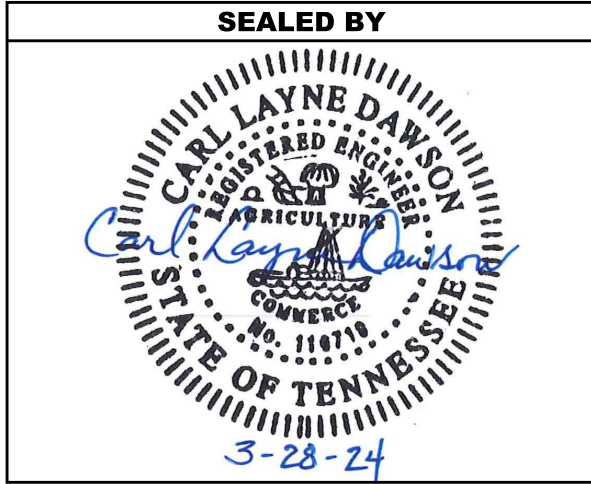
SPECIAL NOTES

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

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

DESIGNED BY : SMITH SECKMAN REID, INC.
DESIGNER : LAYNE DAWSON, PE
CHECKED BY JEFF KARAFA, PE

SURVEY: 1-30-24



APPROVED: _____
DATE: _____
APPROVED: _____



2650 Thousand Oaks BLVD. - Suite 4200
Memphis, Tennessee 38118
Phone: (901) 683 3900 Fax: (901) 683-3990

GENERAL NOTES

GRADING

- (1) ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

SEEDING AND SODDING

- (1) SOD SHALL BE PLACED AT LOCATIONS SHOWN ON THE PLANS TO PREVENT DAMAGE TO ADJACENT FACILITIES AND PROPERTY DUE TO EROSION ON ALL NEWLY GRADED CUT AND FILL SLOPES AS WORK PROGRESSES.

DRAINAGE

- (1) THE CONTRACTOR SHALL SHAPE DITCHES TO THE SPECIFIED DESIGN. THIS WORK WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COST WILL BE INCLUDED IN THE COST OF OTHER ITEMS.
- (2) DURING CONSTRUCTION OF DRAINAGE STRUCTURES ALL COST ASSOCIATED WITH MAINTAINING THE FLOW OF WATER AND TRAFFIC, AT THESE STRUCTURES, DURING THE CONSTRUCTION OF THIS PROJECT ARE TO BE INCLUDED IN THE UNIT PRICE OF THE DRAINAGE STRUCTURES AND TRAFFIC CONTROL ITEMS.

MISCELLANEOUS

- (1) NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA.

ROAD CLOSURE

- (1) NO LESS THAN SEVEN (7) DAYS PRIOR TO THE CLOSURE OF THE ROAD, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING INDIVIDUALS OR AGENCIES COMPLETELY DESCRIBING THE AFFECTED ROADS AND THE APPROXIMATE DURATION OF THE CONSTRUCTION: THESE PARTIES INCLUDE BUT ARE NOT LIMITED TO: (1) LOCAL LAW ENFORCEMENT OFFICE, (2) LOCAL FIRE DEPARTMENT, (3) AMBULANCE SERVICE, (4) LOCAL SCHOOL SUPERINTENDENT, (5) UNITED STATES POSTAL SERVICE, AND (6) THE TOWN OF LAKELAND (901-867-5401).

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

- (1) ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.
- (2) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN THE ORIGINAL UNIT PRICE BID FOR ITEM NO. 712-06, SIGNS (CONSTRUCTION) PER SQUARE FOOT.
- (3) A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER SIGN, MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.
- (4) TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.
- (5) USE OF BARRICADES, PORTABLE BARRIER RAILS, AND DRUMS SHALL BE LIMITED TO THE IMMEDIATE AREAS OF CONSTRUCTION WHERE A HAZARD IS PRESENT. THESE DEVICES SHALL NOT BE STORED ALONG THE ROADWAY WITHIN THIRTY (30) FEET OF THE EDGE OF THE TRAVELED WAY BEFORE OR AFTER USE UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT’S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL INCREASE TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT’S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. THESE DEVICES SHALL BE REMOVED FROM THE CONSTRUCTION WORK ZONE WHEN THE ENGINEER DETERMINES THEY ARE NO LONGER NEEDED. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER’S APPROVAL TO USE THEM.
- (6) THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN

TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT’S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT’S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE FOR ROADWAYS WITH CURRENT ADT’S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT’S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER’S APPROVAL TO USE THEM.

- (7) ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- (8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING CONSTRUCTION SIGNS. THE COST OF THIS WORK SHALL BE INCLUDED IN ITEM NO. 712-06, SIGNS (CONSTRUCTION), S.F.

EROSION PREVENTION AND SEDIMENT CONTROL GENERAL NOTES

- (1) THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES TO KEEP SEDIMENT FROM MIGRATING OFF SITE. MATERIALS AND EQUIPMENT SHOULD BE STAGED AND READY FOR CONSTRUCTION DURING A PERIOD OF DRY WEATHER. EFFORT SHOULD BE USED TO KEEP LOOSE SOIL OUT OF THE DITCHES AND MOVING STORM WATERS.

UTILITY

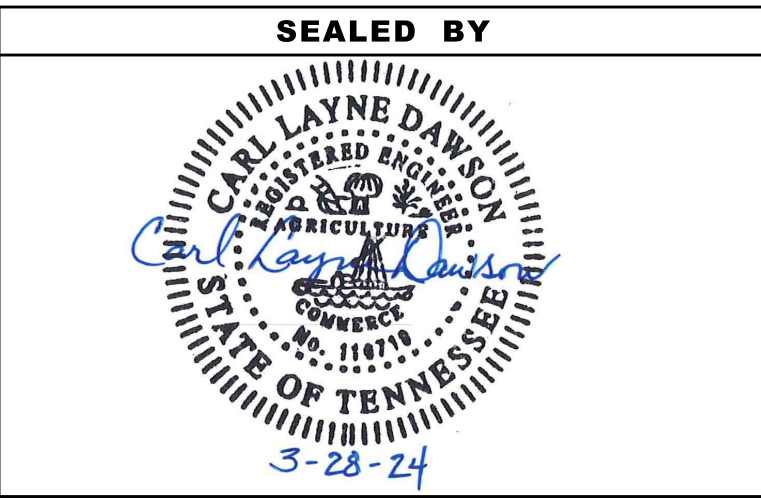
- (1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION, AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER “THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT”, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) OR NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.

TDOT STANDARD DRAWINGS

DWG. NO. REV. DESCRIPTION
10-107.00 SAFETY DESIGN AND GUARDRAILS

S-GR31-1	06-15-21	GUARDRAIL DETAILS
S-GR31-1A	06-28-19	GUARDRAIL AND BLOCK-OUT DETAILS
S-GR31-1B		GUARDRAIL FASTENING HARDWARE
S-GR31-1C	07-07-23	GUARDRAIL GENERAL NOTES AND POST DETAILS
S-GRT-2P	10-16-20	EARTH PAD FOR TYPE 38 AND TYPE 21 TERMINAL
S-GRT-3	06-28-19	TYPE 21 GUARDRAIL END TERMINAL
S-GRA-3	06-15-21	TYPE 13 GUARDRAIL ANCHOR

TYPE	YEAR	PROJECT NO.	SHEET NO.
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TOWN OF LAKELAND

GENERAL NOTES
&
STANDARD DRAWINGS

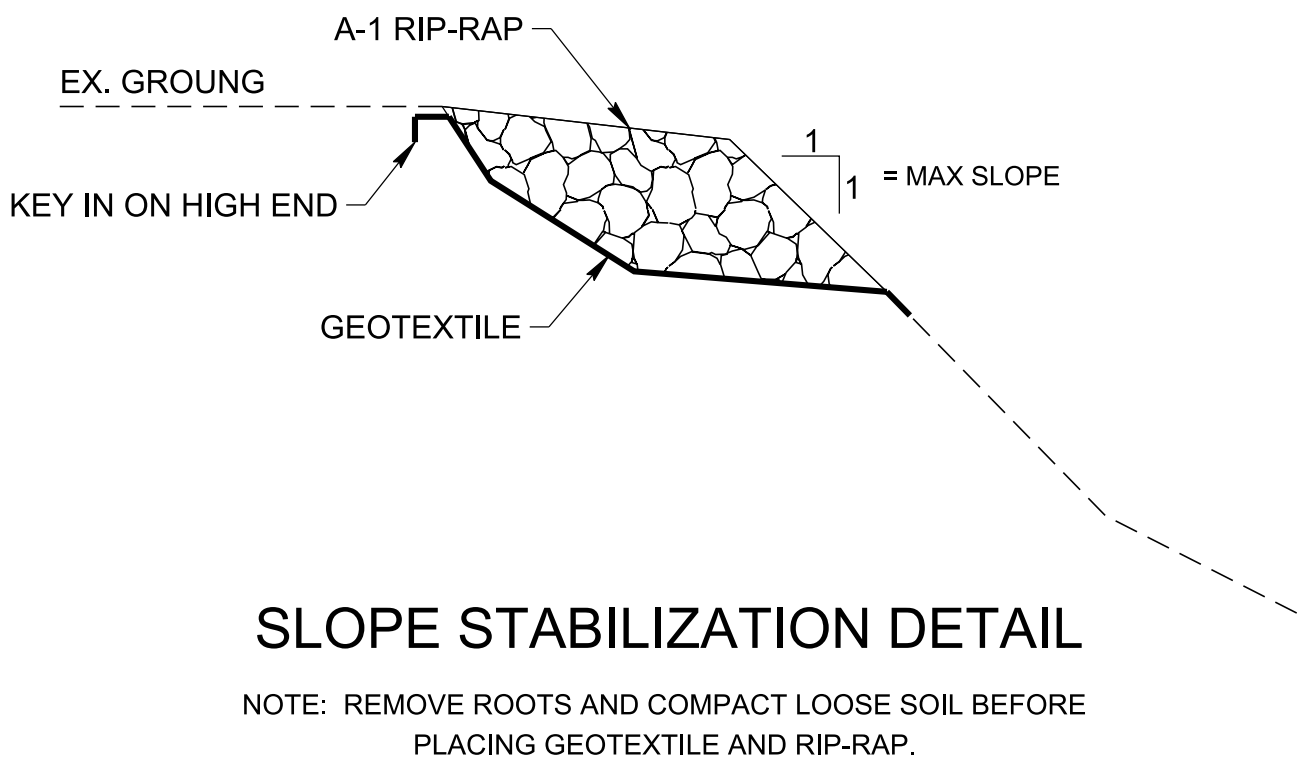
ESTIMATED ROADWAY QUANTITIES

	ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1
	201-01	CLEARING AND GRUBBING	LS	1
1	202-02.01	REMOVAL OF PIPE (82" x 62" ARCH CMP, STA. 1+80)	L.F.	6
1	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	85
2	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	75
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	16
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.1
6	411-01.10	ACS MIX(PG64-22) GRADING D	TON	18
3	611-07.11	PIPE ENDWALL (CROSS DRAIN) 3:1	EACH	2
	705-06.01	W BEAM GR (TYPE 2) MASH TL3	L.F.	100
	705-06.10	GR TERMINALTRAILING END (TYPE 13) MASH TL3	EACH	1
	705-06.30	GR TERMINAL (ENERGY ABSORBING) MASH TL2	EACH	1
4,7	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	60
	712-01	TRAFFIC CONTROL	LS	1
	712-05.01	WARNING LIGHTS (TYPE A)	EACH	4
	712-06	SIGNS (CONSTRUCTION)	S.F.	74
	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	40
	717-01	MOBILIZATION	LS	1
5	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	40
4	803-01	SODDING (NEW SOD)	S.Y.	115

TRAFFIC CONTROL SIGN TABULATION

M.U.T.C.D. SIGN NO.	LEGEND	SIZE IN INCHES L X W	AREA S.F.	TOTAL NO. REQUIRED	ITEM NO. 712-06 S.F.	REMARKS
R11-2	ROAD CLOSED	48 x 30	10	2	20	
W20-0	ROAD WORK 1000 FT	36 x 36	9	2	18	
W20-1	ROAD WORK AHEAD	36 x 36	9	2	18	
W20-3	ROAD CLOSED 0.5 MILES	36 x 36	9	2	18	

TOTAL = 74

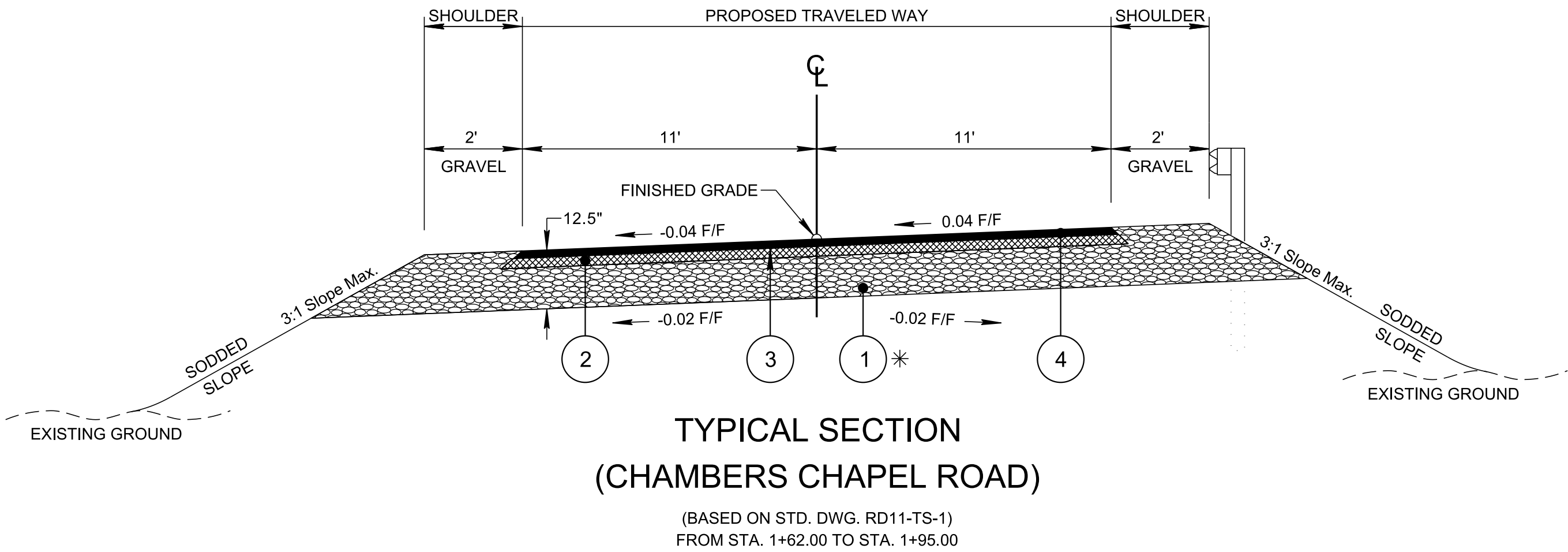


FOOTNOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF REMOVED MATERIAL.
- TO BE USED FOR SHOULDER GRAVEL, FOUNDATION FILL FOR HEADWALLS AND ADDITIONAL BASE UNDER PROPOSED ASPHALT AS DEEMED NECESSARY BY THE OWNER OR ENGINEER.
- SEE SHEET 8 FOR DETAILS. APPROXIMATELY 5.5 CY AND 310 LBS OF STEEL PER HEADWALL. COST OF EXCAVATION FOR ENDWALL AND DITCH SHAPING TO BE INCLUDED.
- TO BE USED AS DIRECTED BY THE OWNER OR ENGINEER.
- GEOTEXTILE TO BE PLACED UNDER ALL RIP-RAP
- SURFACE ASPHALT OVERLAY TO REPAIR DAMAGED ASPHALT DURING CONSTRUCTION. STATIONS MAY VARY FROM PLANS. LIMITS TO BE SET BY THE ENGINEER OR OWNER AFTER HEADWALL CONSTRUCTION.
- APPROXIMATELY 20 TONS FOR EROSION CONTROL AROUND WEST HEADWALL. REMAINING TONNAGE FOR SLOPE FAILURE REPAIR.

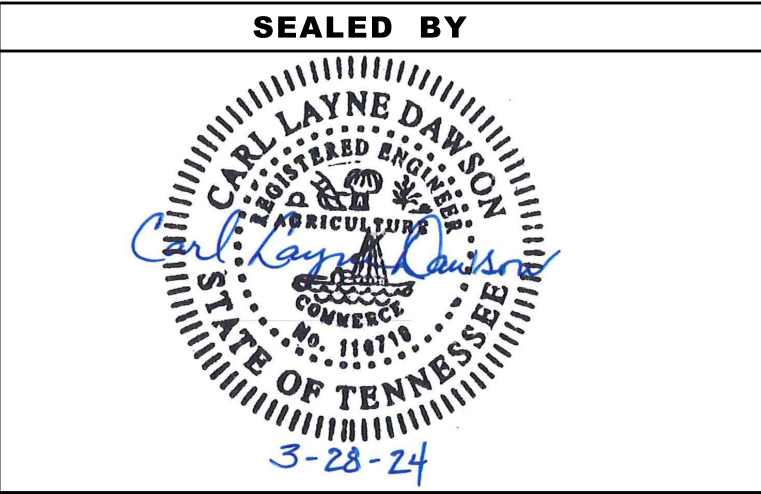
PROPOSED PAVEMENT SCHEDULE

* ① MINERAL AGGREGATE 8" THICK
303-01 MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D"
② BITUMINOUS PLANT MIX BASE (HOT MIX) PG64-22 GRADING "B-M2" @ 3.0" THICK (APPROX. 339 LB./S.Y.)
307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"
③ TACK COAT
403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC). 0.07 GAL/SY APPLICATION RATE
④ ASPHALTIC CONCRETE SURFACE (HOT MIX) PG64-22 GRADING "D" SURFACE @ 1.5" THICK (APPROX. 159 LB./S.Y.)
411-01.10 ACS MIX (PG64-22) GRADING "D"



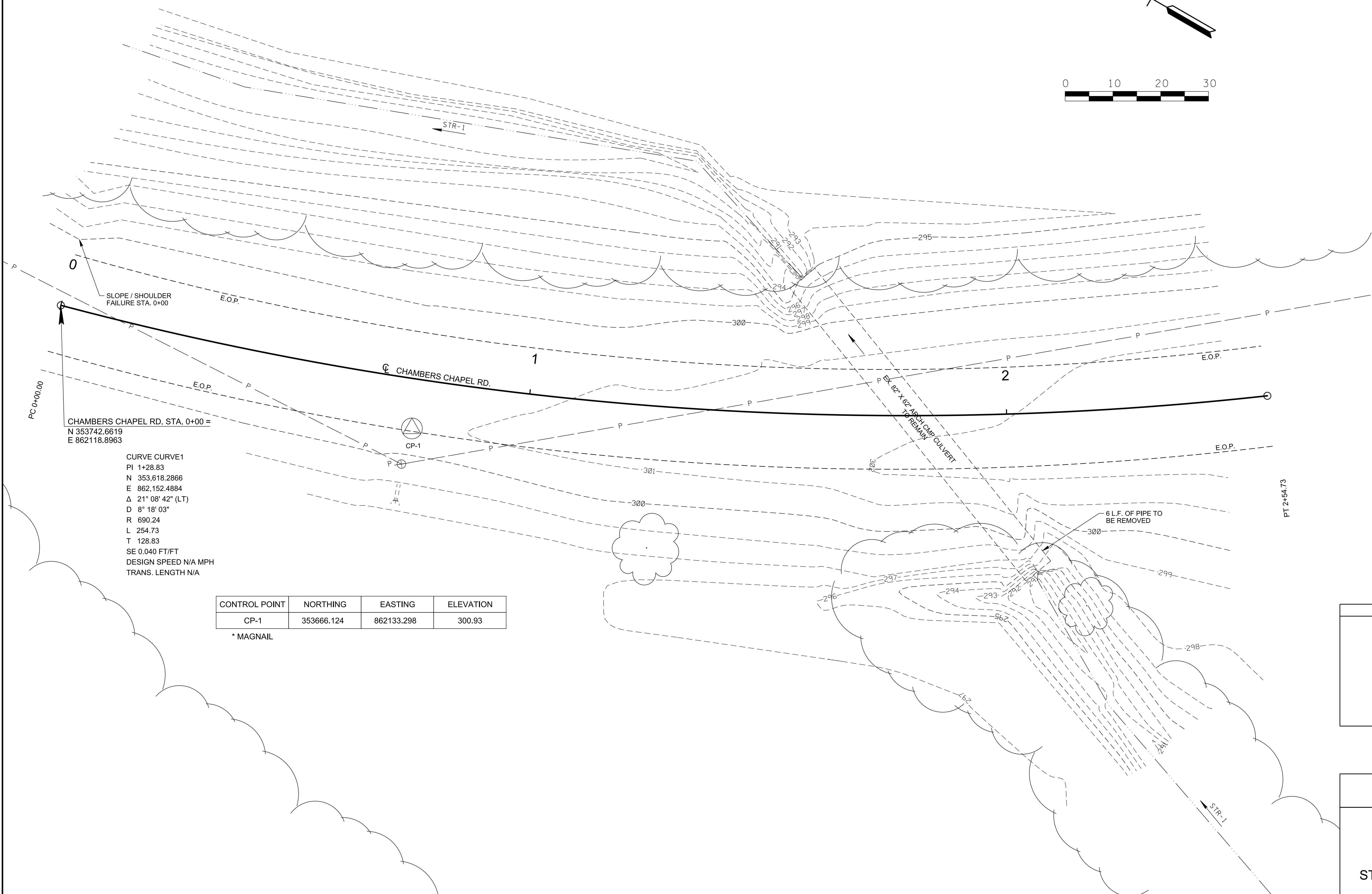
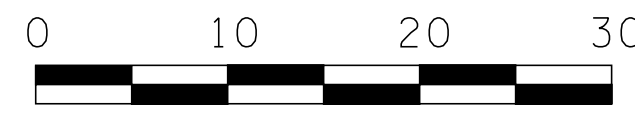
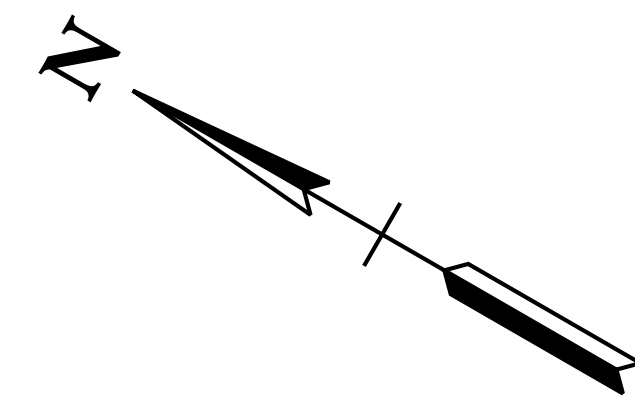
* 303-01 TO BE USED IN ROADWAY AS DIRECTED BY ENGINEER AFTER INSPECTION OF EXISTING BASE MATERIAL.

TYPE	YEAR	PROJECT NO.	SHEET NO.
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TOWN OF LAKELAND
ESTIMATED ROADWAY QUANTITIES

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2024	23620170	4



CHAMBERS CHAPEL RD. STA. 0+00 =
N 353742.6619
E 862118.8963

CURVE CURVE1
PI 1+28.83
N 353,618.2866
E 862,152.4884
Δ 21° 08' 42" (LT)
D 8° 18' 03"
R 690.24
L 254.73
T 128.83
SE 0.040 FT/FT
DESIGN SPEED N/A MPH
TRANS. LENGTH N/A

CONTROL POINT	NORTHING	EASTING	ELEVATION
CP-1	353666.124	862133.298	300.93

* MAGNAIL

SEALED BY

TOWN OF LAKELAND

PRESENT LAYOUT

STA. 0+00 TO STA. 2+54

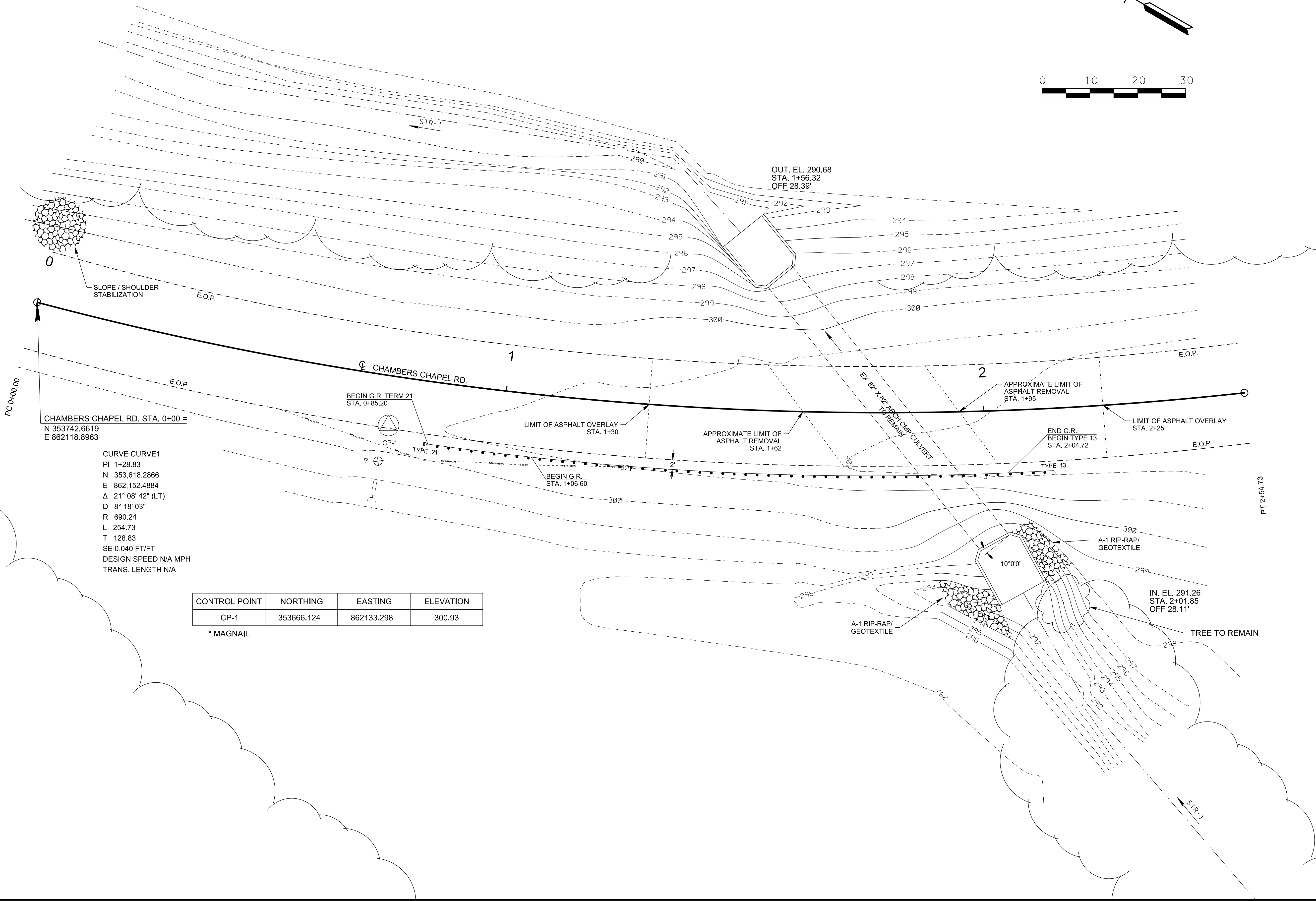
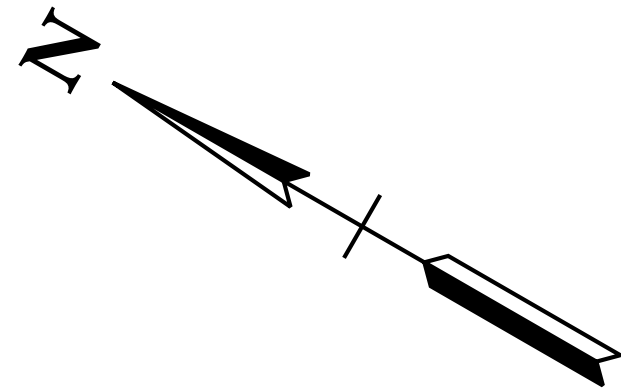
SCALE: 1"=10'

2/23/2024 12:34:22 PM
Z:\23Proj\62\23620170- Chambers Chapel Culvert\Constructs\Civil\Geopak\04 Chambers Chapel culvert existing layout.dgn

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2024	23620170	5

NOTES:

- EXISTING ASPHALT PATCH OVER PIPE IS TO BE REMOVED, SUBGRADE AND BASE MATERIAL TO BE INSPECTED AND COMPACTED AS NECESSARY BEFORE NEW PAVEMENT IS PLACED.
- DISTURBED SLOPES TO BE SODDED AS DIRECTED BY THE OWNER OR ENGINEER.
- SOUTH HEADWALL TO BE SKEWED 10° WEST TO THE LONGITUDINAL LINE OF THE PIPE FOR BETTER ALIGNMENT TO THE FLOW OF THE DITCH. PIPE SHALL BE CUT FLUSH WITH HEADWALL.



CURVE CURVE1
PI 1+28.83
N 353,618.2866
E 862,152.4884
Δ 21° 08' 42" (LT)
D 8° 18' 03"
R 690.24
L 254.73
T 128.83
SE 0.040 FT/FT
DESIGN SPEED N/A MPH
TRANS. LENGTH N/A

CONTROL POINT	NORTHING	EASTING	ELEVATION
CP-1	353666.124	862133.298	300.93

* MAGNAIL

SEALED BY

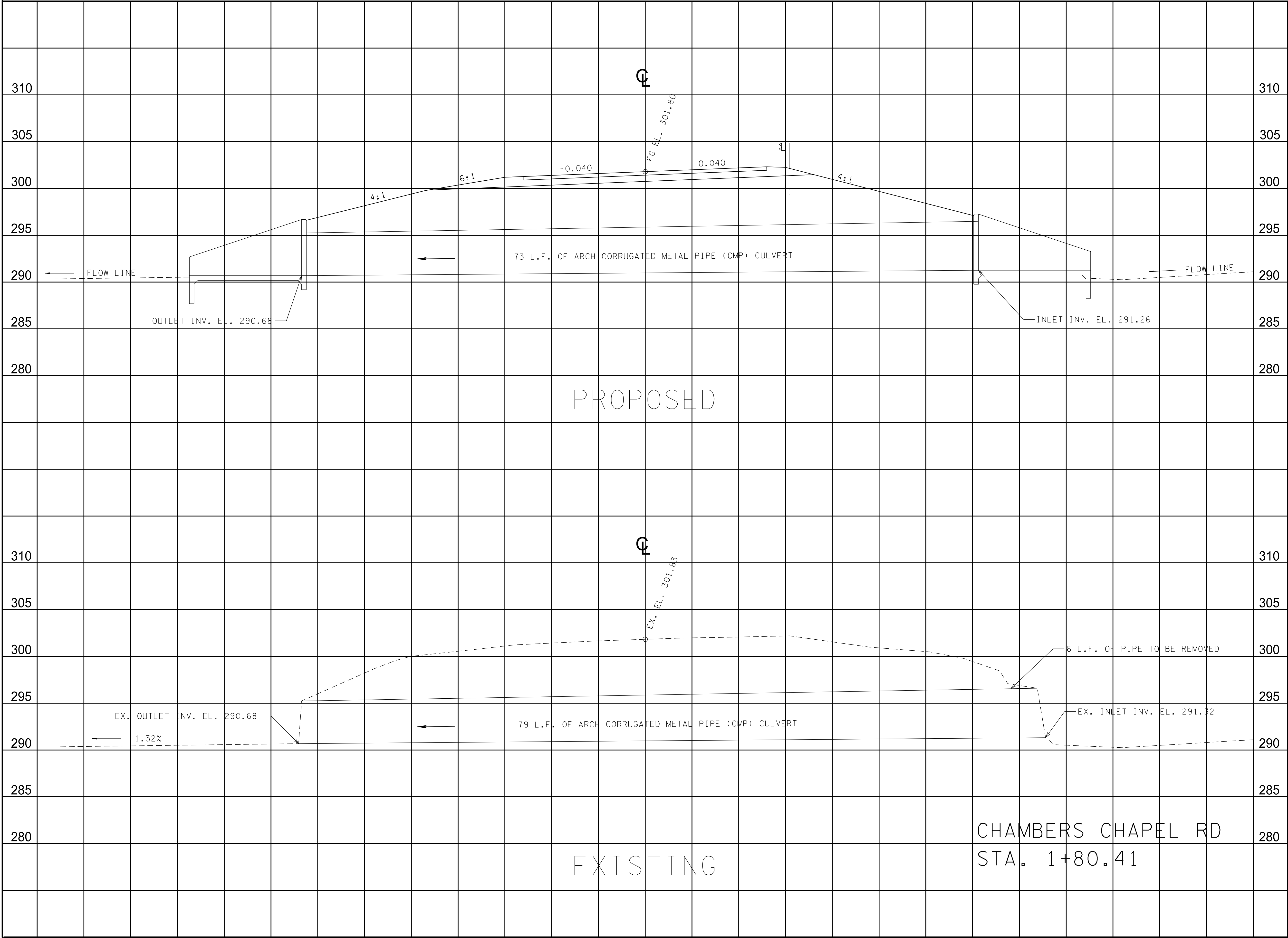
TOWN OF LAKELAND

PROPOSED LAYOUT

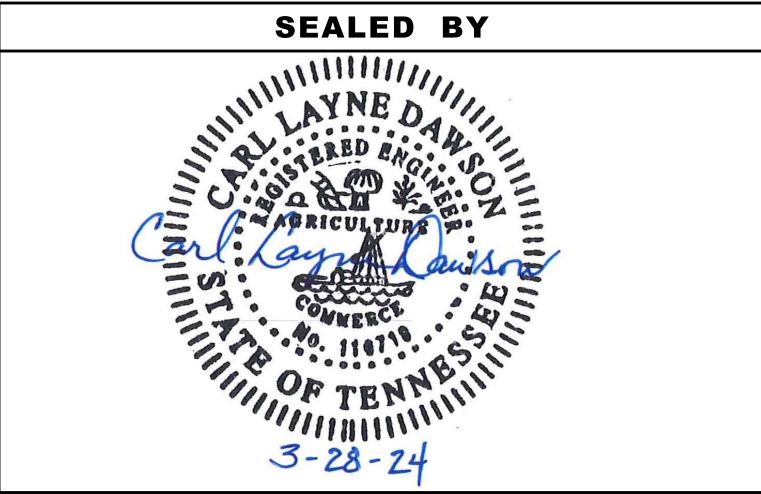
STA. 0+00 TO STA. 2+54

SCALE: 1"=10'

Z:\23Proj\62\23620170- Chambers Chapel Culvert\Constructs\Civil\Geopak\06 Chambers Chapel culvert cross section.dgn 2/23/2024 12:34:28 PM



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2023	23620170	6



TOWN OF LAKE LAND

CULVERT SECTION

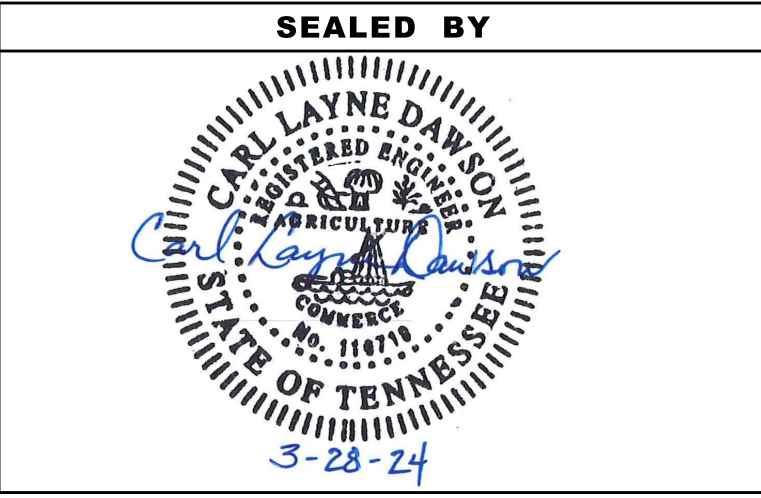
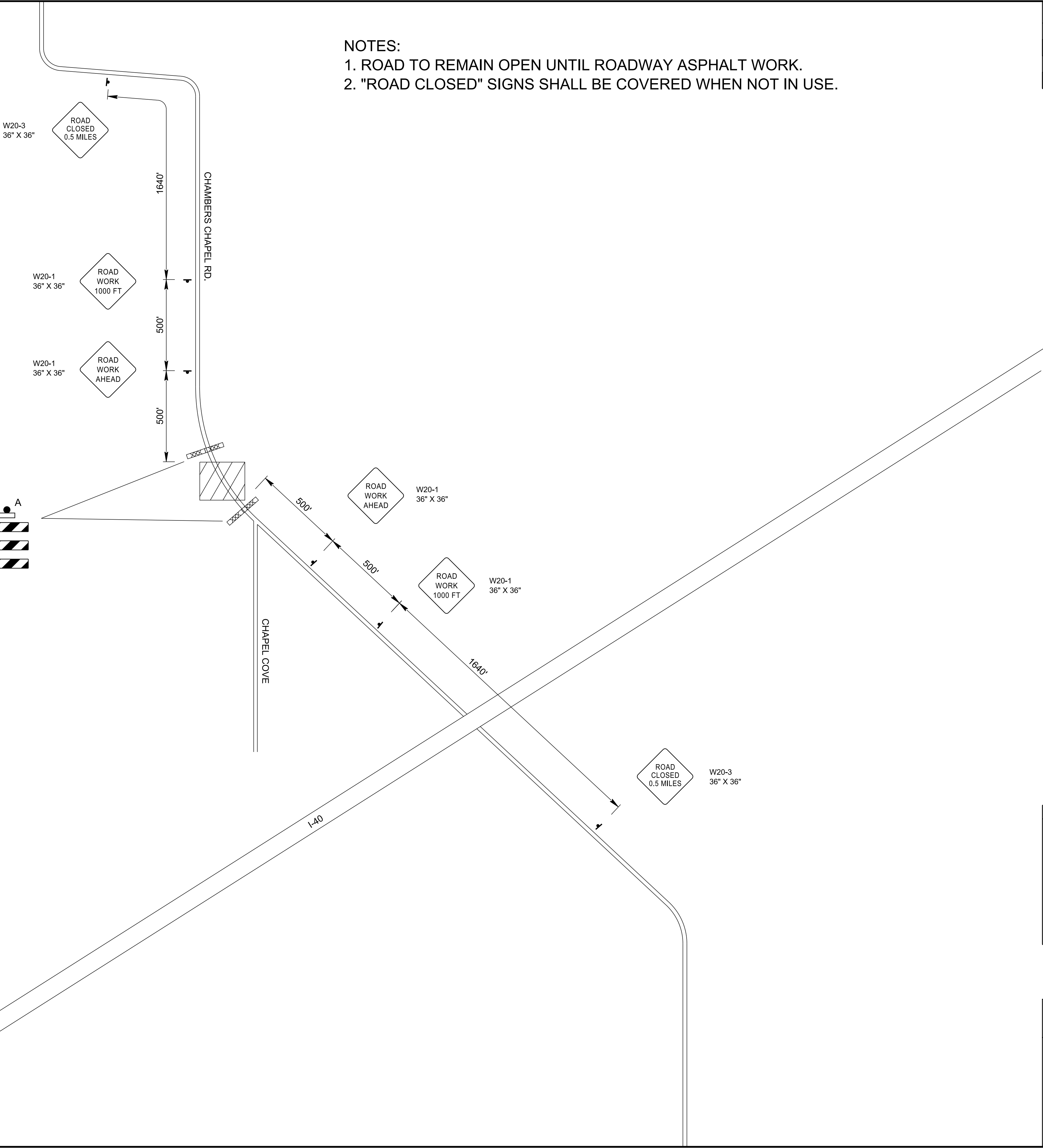
SCALE: 1" = 5' HORIZ.
1" = 5' VERT.

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2024	23620170	7

TRAFFIC CONTROL LEGEND	
SYMBOL	ITEM
	WORK ZONE
	SIGN (CONSTRUCTION)
	TEMPORARY BARRICADE (TYPE III)
	WARNING LIGHT (TYPE A) (LOW-INTENSITY FLASHING)



- NOTES:
1. ROAD TO REMAIN OPEN UNTIL ROADWAY ASPHALT WORK.
 2. "ROAD CLOSED" SIGNS SHALL BE COVERED WHEN NOT IN USE.



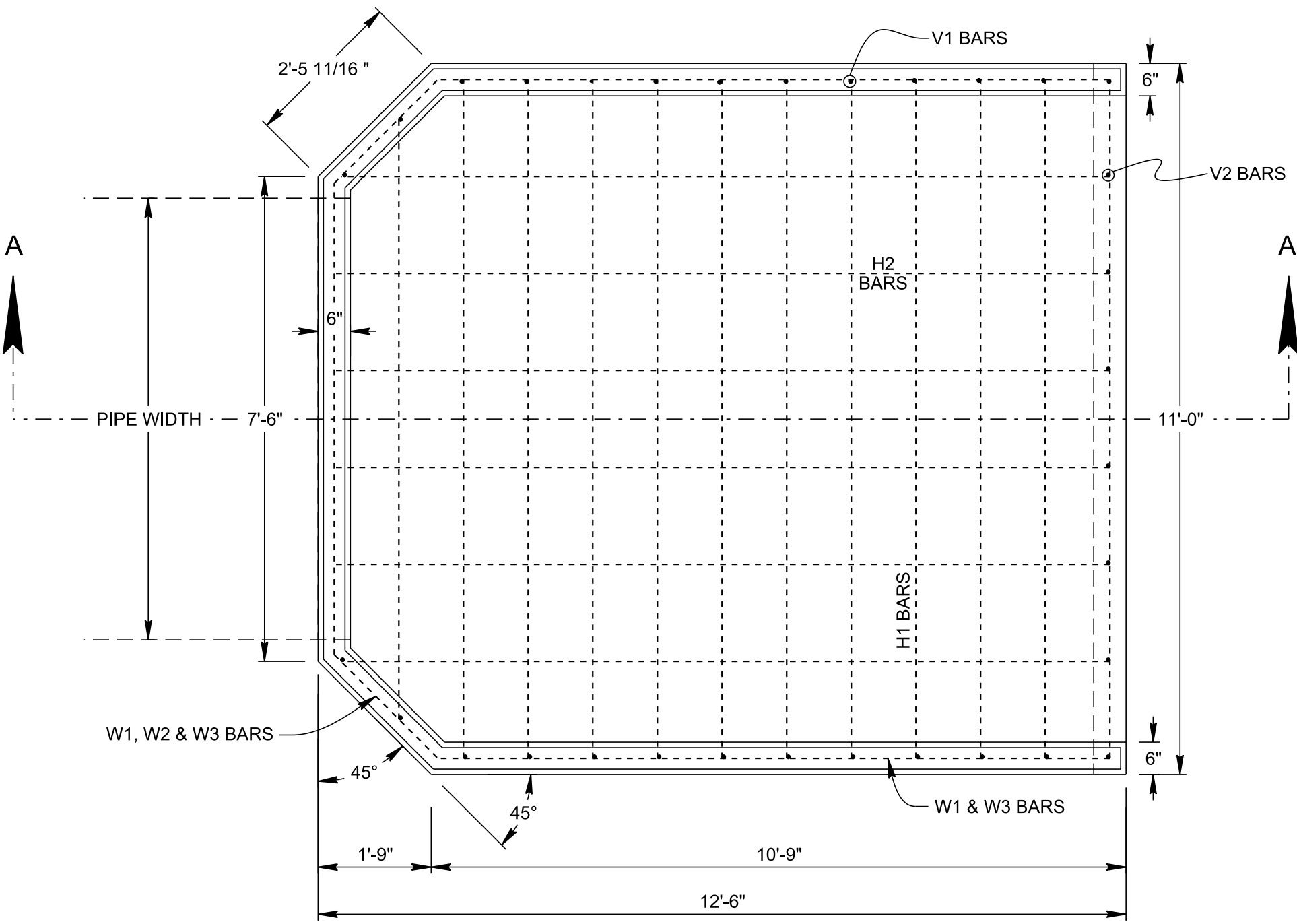
TOWN OF LAKELAND

TRAFFIC CONTROL PLANS
SCALE: 1" = 300'

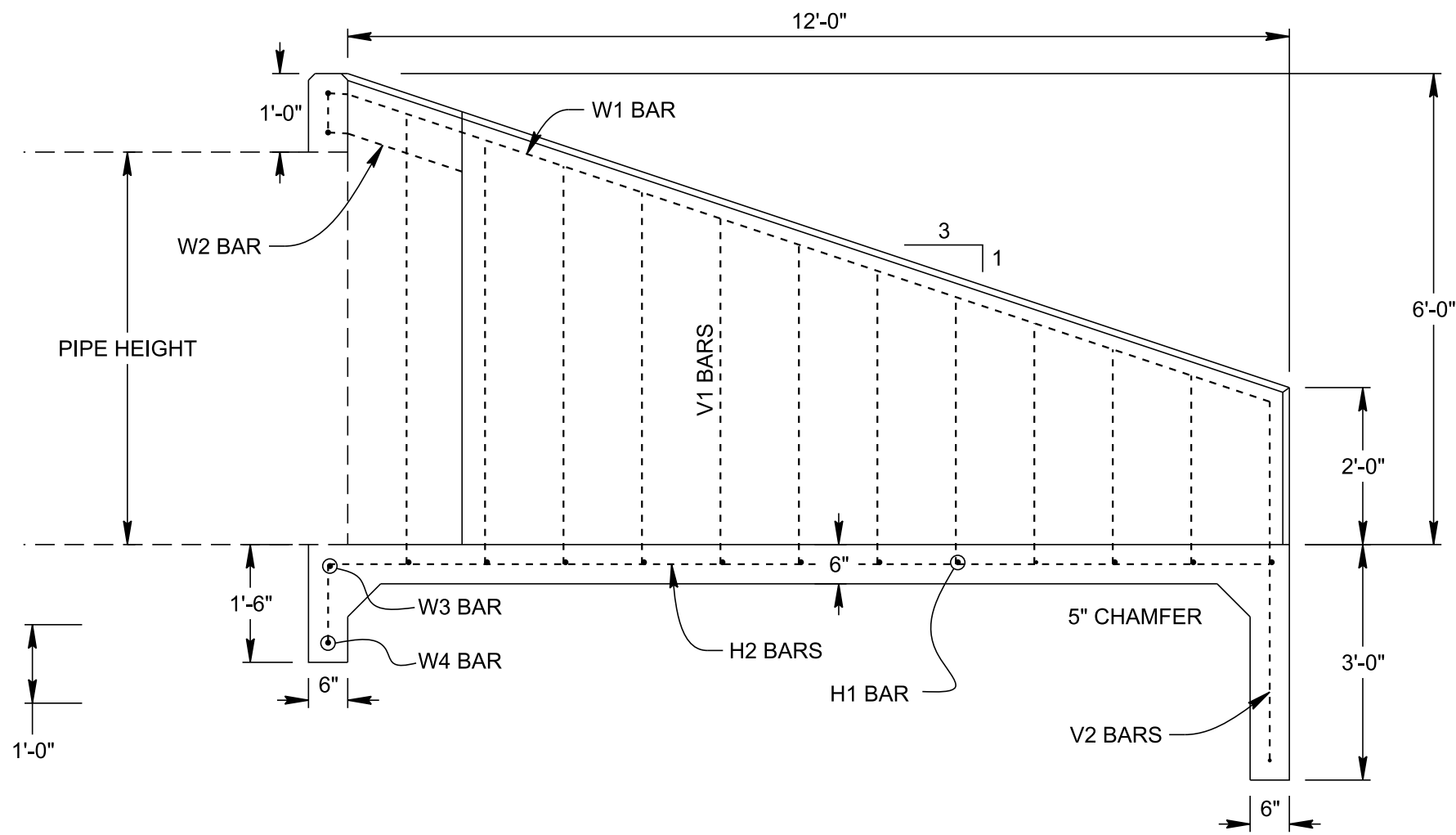
2/23/2024 12:34:35 PM Z:\23Proj\62\23620170- Chambers Chapel Culvert\Constructs\Civil\Geopak\08 Chambers Chapel headwall detail.dgn

NOTES:

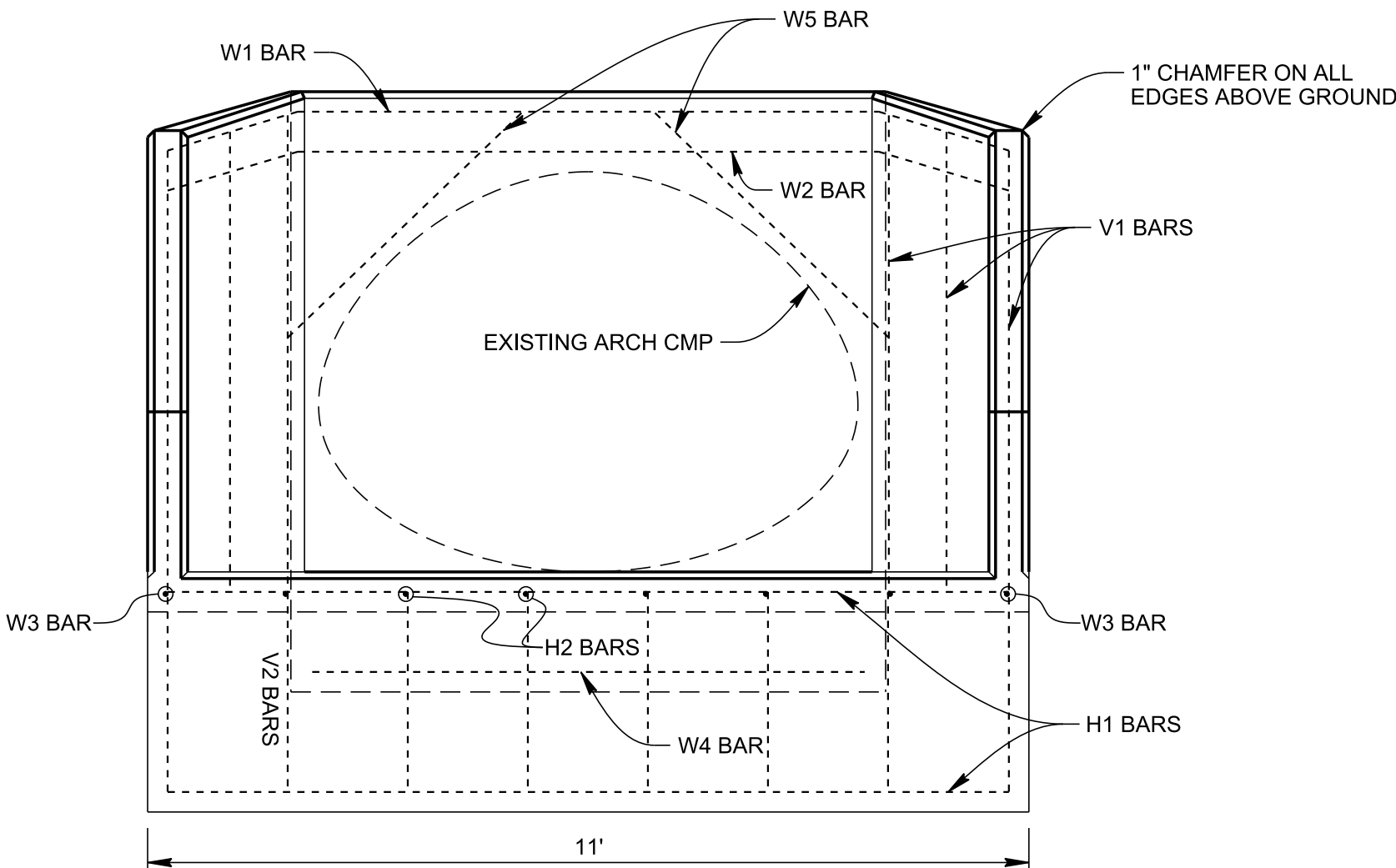
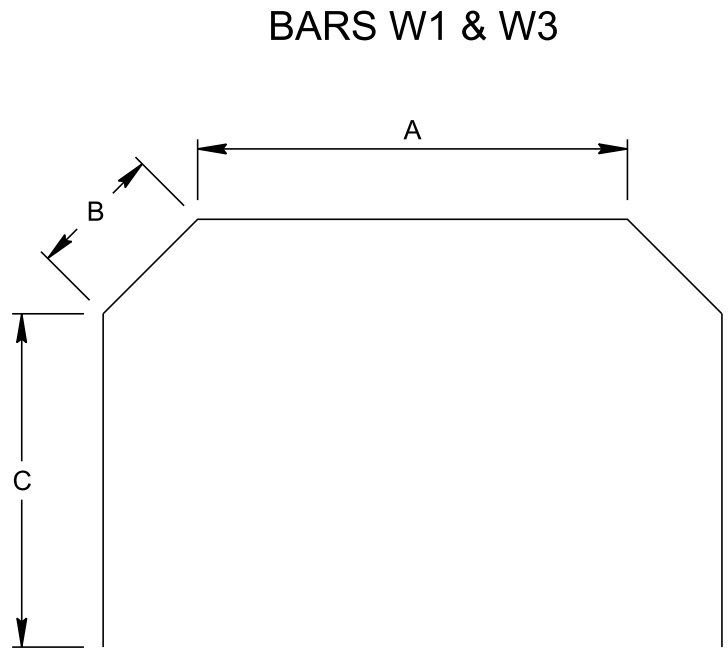
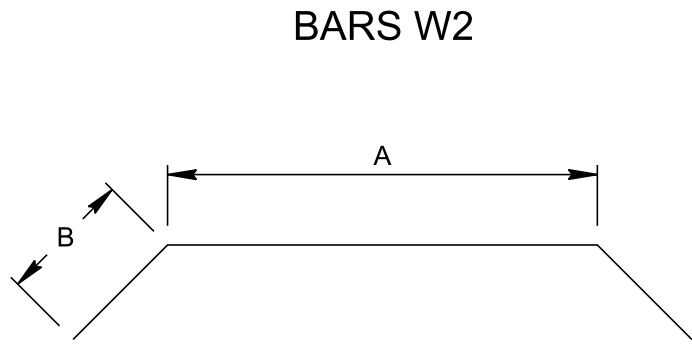
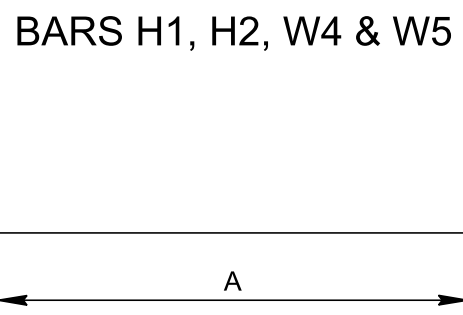
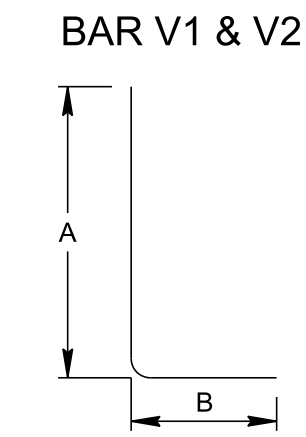
- 1. ANY SPLICES SHALL HAVE A MINIMUM OF 1'-3" OVERLAP.
- 2. CONCRETE SHALL BE CLASS "A".
- 3. ALL REINFORCING STEEL SHALL HAVE A COVER OF 2" OF CONCRETE.



PLAN VIEW



SECTION A-A

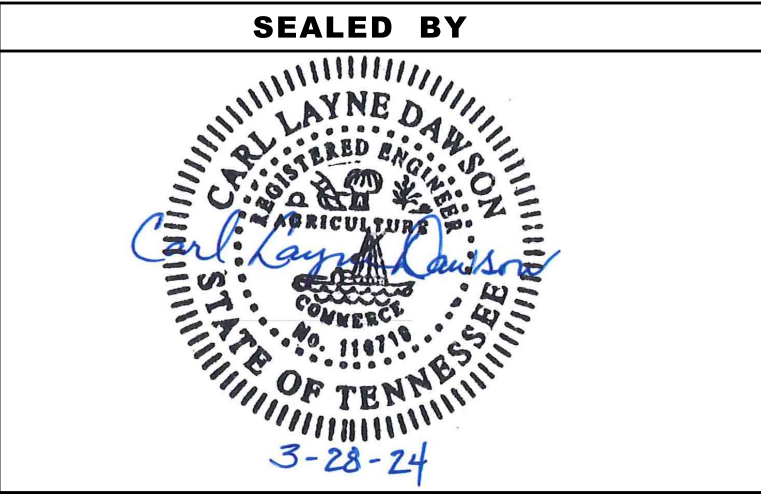


ENDVIEW

BILL OF STELL PER HEADWALL								
BARS	LOCATION	SIZE	NO. REQ'D	BENDING DIMENSION			TOTAL LENGTH	SPACING ON CENTER
				A	B	C		
V1	WINGWALL SLAB	4	24	*	1'-3"		**	12"
V2	TOEWALL SLAB	4	8	2'-6"	1'-3"		3'-9"	18"
H1	SLAB TOEWALL	4	12	10'-6"			10'-6"	12"
H2	SLAB	4	6	12'-0"			12'-0"	18"
W1	HEADWALL WINGWALL	4	1	7'-3"	2'-5"	12'-8"	37'-5"	
W2	HEADWALL WINGWALL	4	1	7'-3"	2'-5"		12'-1"	
W3	HEADWALL SLAB	4	1	7'-3"	2'-3"	10'-5"	32'-7"	
W4	HEADWALL	4	1	7'-0"			7'-0"	
W5	HEADWALL	4	2	4'-0"			4'-0"	

- * SERIES BARS VARY FROM 2'-1" TO 5'-9" BY 4" (2 SETS)
- ** SERIES BARS VARY FROM 3'-4" TO 7'-0" BY 4" (2 SETS)

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2024	23620170	8



TOWN OF LAKELAND
HEADWALL DETAIL



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - approving Change Order #2 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-63-2024.

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 patching work on Canada Road south of I-40. The staff reached out once again to Standard Construction Company, Inc. about the possibility of adding it to the FY24 Street Paving Project. The contractor has decided not to increase the bid price for asphalt patching in order to complete the work on Canada Road south of I-40 and has added an extra traffic control price. The total cost estimate for all of this is listed below:

Location	AMOUNT
Canada Road south of I-40	\$135,344.00

RESOLUTION R-63-2024

APPROVING CHANGE ORDER #2 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 #2 includes patching work on Canada Road South of I-40; and,

WHEREAS, Change Order #2 will increase the contract one hundred thirty-five thousand three hundred forty-four dollars (\$135,344.00) for a total contract price of one million six hundred sixty one thousand nine hundred fifty-nine dollars and eighty-five cents (\$1,661,959.85); and,

WHEREAS, funding for Change Order #2 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 #2 with Standard Construction Company, Inc. for the Fiscal Year 2024 Street Paving Project contract in the amount of one million six hundred sixty-one thousand nine hundred fifty-nine dollars and eighty-five cents (\$1,661,959.85)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Date: Wednesday, April 24, 2024

To: Luis Camarillo Hernandez

From: Pete Hunt; Standard Construction Company, Inc.

RE: Canada Road Patching

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

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

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

Asphalt Patching 6"	353	CY	\$ 348.00/CY	\$ 122,844.00
Traffic Control	1	LS	\$ 12,500.00/EA	\$ 12,500.00

Total: **\$ 135,344.00**

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

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

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

Sincerely, Pete Hunt – Standard Construction

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

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

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

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

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

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

Date: _____

Signature _____





Change Order No. 2

Date of Issuance: April 24, 2024

Effective Date: April 24, 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 Asphalt Patch to 790.5 LF and Add a line item for Canada Road Traffic Control with a unit price of \$12,500.

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: _____ Ready for Final Payment: _____ days or dates
[Increase] from previously approved Change Orders No. <u>1</u> to No. ____: \$ 72,700	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 1,526,615.85	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ 135,344.00	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$1,661,959.85	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____
Date: _____

Title: _____
Date: _____

Title: _____
Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - authorizing the release of security for public and common improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1, Area 2 Phase 2, and Lot A.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-70-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Board of Commissioners approved a Residential Development Contract for Winstead Farms Planned Development Areas 1 & 2 Phase 1 in February 2018, Area 2 Phase 2 in February 2018, and Lot A in March 2019. Upon execution of the development contract, the developer, Renaissance Developments, LLC, provided security for Public and Common Improvements for each phase in the amount of \$25,000.00, \$37,458.42, and \$89,612.16 respectively. The security for each phase was reduced in March 2023 to \$5,000 for Areas 1 & 2 Phase 1, \$5,000 for Area 2 Phase 2, and \$10,000 for Lot A after the placement of the surface asphalt. The one-year warranty has expired and there are no outstanding repairs required. Staff recommends releasing the security for Winstead Farms Areas 1 & 2 Phase 1, Area 2 Phase 2 and Lot A.

RESOLUTION R-70-2024

AUTHORIZING THE RELEASE OF SECURITY FOR PUBLIC AND COMMON
IMPROVEMENTS IN WINSTEAD FARMS PLANNED DEVELOPMENT AREAS 1 & 2
PHASE 1, AREA 2 PHASE 2, AND LOT A

WHEREAS, Renaissance Developments, LLC issued a letter of credit to the City of Lakeland as a security for the construction of Public and Common Improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1 in the amount of twenty-five thousand dollars (\$25,000.00), Area 2 Phase 2 in the amount of thirty-seven thousand four hundred fifty-eight dollars and forty-two cents (\$37,458.42), and Lot A in the amount of eighty-nine thousand six hundred twelve dollars and sixteen cents (\$89,612.16); and,

WHEREAS, On March 9, 2023, the Board of Commissioners authorized a security reduction for Areas 1 & 2 Phase 1 to five thousand dollars (\$5,000.00), Area 2 Phase 2 to five thousand dollars (\$5,000.00), and Lot A to ten thousand dollars (\$10,000.00); and,

WHEREAS, the one-year warranty has expired, and no additional work is required related to the development contract:

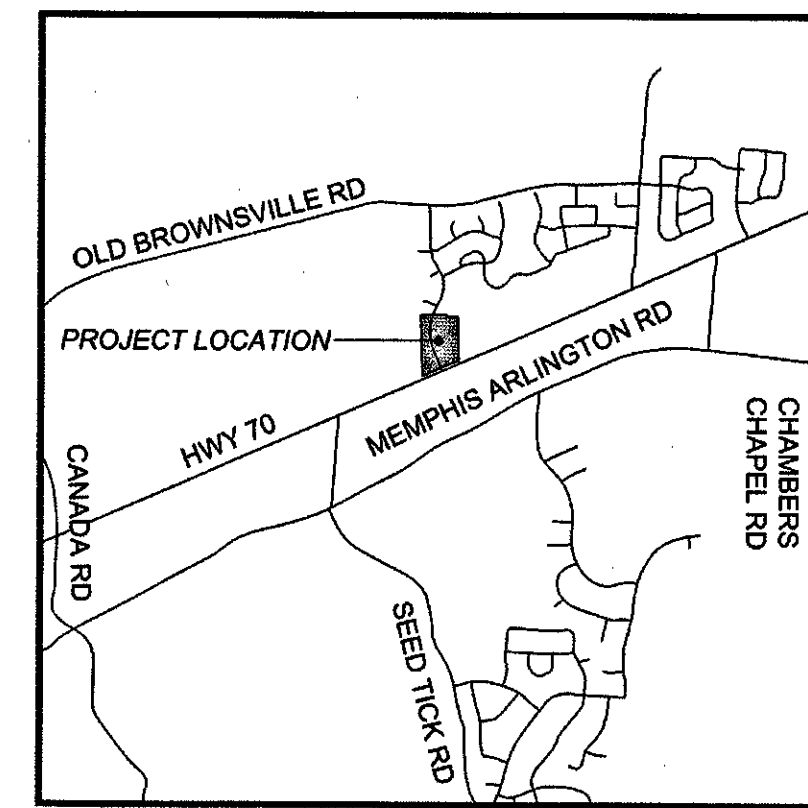
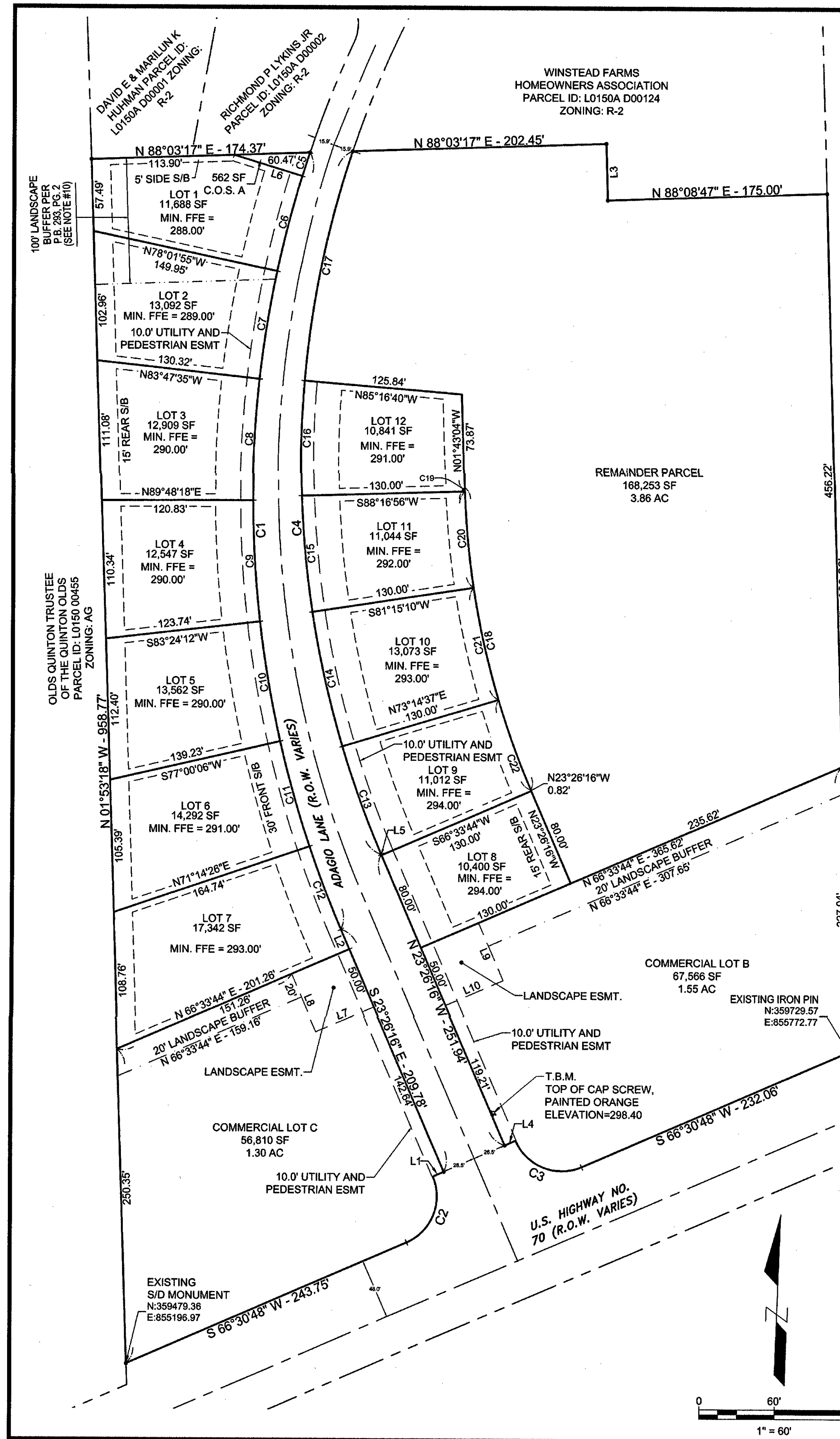
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to release the security for Public and Common Improvements for Areas 1 & 2 Phase 1, Area 2 Phase 2 and Lot A.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	632.77	865.47	41° 53' 28"	S2° 29' 33"E	618.77
C2	62.80	40.00	89° 57' 04"	S21° 32' 16"W	56.54
C3	62.87	40.00	90° 02' 56"	N68° 27' 44"W	56.59
C4	572.83	784.41	41° 49' 38"	N2° 31' 28"W	560.00
C5	19.78	865.47	1° 18' 34"	S17° 47' 53"W	19.78
C6	78.18	865.47	5° 10' 31"	S14° 33' 21"W	78.15
C7	87.02	865.47	5° 45' 40"	S9° 05' 15"W	86.99
C8	96.70	865.47	6° 24' 06"	S3° 00' 22"W	96.65
C9	96.70	865.47	6° 24' 06"	S3° 23' 45"E	96.65
C10	96.70	865.47	6° 24' 06"	S9° 47' 51"E	96.65
C11	87.02	865.47	5° 45' 40"	S15° 52' 44"E	86.98
C12	70.67	865.47	4° 40' 42"	S21° 05' 55"E	70.65
C13	91.47	784.41	6° 40' 53"	N20° 05' 48"W	91.42
C14	109.65	784.41	8° 00' 33"	N12° 45' 07"W	109.56
C15	92.93	784.41	6° 47' 16"	N5° 21' 12"W	92.87
C16	91.48	784.41	6° 40' 55"	N1° 22' 53"E	91.43
C17	187.10	784.41	13° 40' 00"	N11° 33' 20"E	186.66
C18	248.08	654.41	21° 43' 12"	N12° 34' 40"W	246.60
C19	3.31	654.41	0° 17' 23"	S1° 51' 45"E	3.31
C20	76.98	654.41	6° 44' 24"	S5° 22' 39"E	76.94
C21	91.48	654.41	8° 00' 33"	S12° 45' 07"E	91.40
C22	76.31	654.51	6° 40' 49"	S20° 05' 49"E	76.27

FINAL DEVELOPMENT PLAN
PHASE I
RE-SUBDIVISION OF LOT B AND LOT C
WINSTEAD FARMS
PLANNED MIXED USE DEVELOPMENT

LAKELAND, TENNESSEE

JULY 2018

SCALE: 1" = 60'

TOTAL AREA: 10.21 ACRES

SUBDIVIDED LOTS: 13 - ZONED: R-2 - RESIDENTIAL

SUBDIVIDED LOTS: 2 - ZONED: C-2 - COMMERCIAL

OWNER: WINSTEAD FARMS, LLC OWNER/DEVELOPER: RENAISSANCE DEVELOPMENTS, LLC ENGINEER: MCCARTY GRANBERRY ENG.
22860 HIGHWAY 196 3157 HIGHWAY 64, SUITE 200 198 PROGRESS ROAD
ARLINGTON, TN 38002 EADS, TN 38028 COLLIERSVILLE, TN 38017

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.50	N66° 33' 44"E
L2	17.13	S23° 26' 16"E
L3	45.00	N1° 43' 45"W
L4	9.50	S66° 33' 44"W
L5	0.82	N23° 26' 16"W
L6	56.92	S72° 51' 24"E
L7	50.00	N66° 33' 44"E
L8	50.00	N23° 26' 16"W
L9	50.00	N23° 26' 15"W
L10	50.00	N66° 33' 44"E

SIDEWALK CHART	
4.5' WIDE GRASS STRIP	
5' WIDE SIDEWALK	

FINAL PLAN SUBDIVISION PLAT DATA	
SUBDIVISION NAME:	WINSTEAD FARMS MIXED USE PLANNED DEVELOPMENT
PARCEL ID NUMBER(S) OF PARENT PARCEL:	L01510A D00128 & L0150A D00127
EXISTING ZONING AND APPLICABLE OVERLAYS:	C-2: COMMERCIAL W/ PD OVERLAY
GROSS ACREAGE OF SUBJECT PROPERTY:	10.21 AC
NET ACREAGE OF SUBJECT PROPERTY (LESS ROW & PARK DEDICATION):	10.21 AC
NUMBER OF LOTS (EXCLUDING COMMON OPEN SPACE):	15
PERCENTAGE OF LAND TO BE DISTURBED:	5.63%
MINIMUM LOT SIZE:	Bulk Requirements: 7,000 SF
MINIMUM REQUIRED SETBACKS:	
Front yard:	30 FT
Side yard:	5 FT
Rear yard:	15 FT
MINIMUM LOT WIDTH:	
PROPERTY OWNER(S):	WINSTEAD FARMS, LLC
Address:	22860 HIGHWAY 196 ARLINGTON, TN 38002
Phone No.:	(901) 867-8116
Fax No.:	N/A
E-mail address:	winstead@winstead.com
Contact Name:	ROBERT WINSTEAD
PROPERTY OWNER/DEVELOPER(S):	RENAISSANCE DEVELOPMENTS, LLC
Address:	3157 HIGHWAY 64, SUITE 200 EADS, TN 38028
Phone No.:	(901) 466-4101
Fax No.:	(901) 466-4104
E-mail address:	dsuwin@rendevco.net
Contact Name:	DOUGLAS SWINK
APPLICANT/DESIGN PROFESSIONAL:	MCCARTY GRANBERRY ENG.
Address:	198 Progress Road, Collierville, TN 38017
Phone No.:	(901) 634-4307
Fax No.:	N/A
E-mail address:	mccarty@mccartygranberry.com
Contact Name:	John McCarty

- NOTES:
- ALL RESIDENTIAL LOTS/LOT OWNERS ARE BOUND BY THE COVENANTS/RESTRICTIONS/BYLAWS RECORDED IN INST. NO. 12-01-5-15-1.
 - COMMON OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT.
 - BENCHMARK (T.B.M.): TOP OF FIRE HYDRANT CAP SCREW, PAINTED ORANGE, LOCATED ON THE EAST SIDE OF ADAGIO LANE. ELEVATION ON T.B.M. WAS DERIVED FROM GPS OBSERVATION UTILIZING TDOT REFERENCE STATION #45. ELEVATION: 298.40
 - ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
 - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP No. 47157C 0215 G, COMMUNITY PANEL No. 470402 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013.
 - ONE (1) STREET TREE PER 40' OF FRONTAGE ALONG PUBLIC STREETS SHALL BE REQUIRED ON ALL RESIDENTIAL LOTS.
 - THERE SHALL BE A FIVE (5) FOOT UTILITY EASEMENT AROUND THE FRONT, SIDES, AND REAR OF ALL LOTS.
 - 100' LANDSCAPE BUFFER PER P.B. 239, PG. 2 TO BE REMOVED WITH RECORDING OF THIS PLAT.

RECORDED:

08/03/2018 11:20 AM

18078486

PLAT BOOK: 278
PAGE: 23

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

STORMWATER DETENTION NOTE:

THE AREAS DENOTED BY "STORMWATER DETENTION ESMT. AREA" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. THE STORMWATER DETENTION SYSTEMS LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNERS' ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, AND OUTLET CLEANING.

INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES RECORDED IN INST. NO. _____ IN THE SHELBY COUNTY, TN REGISTERS OFFICE.

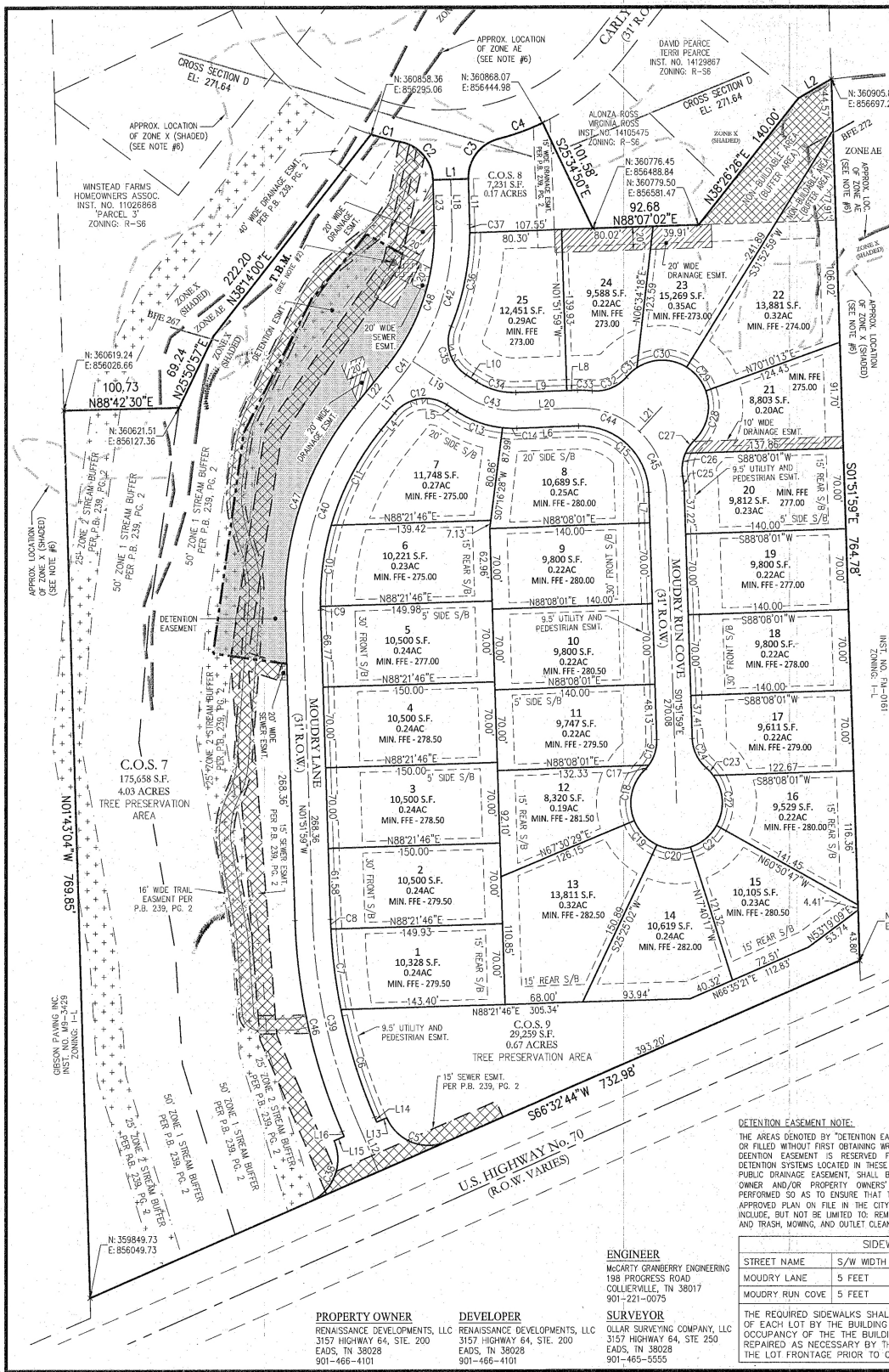
CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRN
C21	40.50'	127.71'	180°40'04"	81.00'	N0116°10'W
C22	34.50'	33.34'	055°21'47"	32.05'	S63°55'19"W
C23	34.50'	11.59'	019°14'27"	11.53'	S26°37'11"W
C24	493.41'	65.90'	007°39'09"	65.85'	S131°0'23"E
C25	493.41'	55.19'	006°24'33"	55.16'	S06°08'32"E
C26	493.41'	10.51'	001°13'12"	10.51'	S02°19'39"E
C27	90.50'	12.48'	007°54'06"	12.47'	N05°40'07"W
C28	90.50'	63.62'	040°16'31"	62.31'	N29°45'25"E
C29	90.50'	63.04'	039°54'46"	61.78'	N69°51'04"E
C31	34.50'	51.74'	085°55'30"	47.02'	S46°50'42"E
C32	34.50'	14.06'	023°20'50"	13.96'	S07°47'28"W
C33	784.41'	43.02'	003°08'32"	43.01'	S16°48'04"W
C34	784.41'	50.79'	003°42'35"	50.78'	S13°23'30"W
C35	784.41'	14.73'	001°04'32"	14.73'	S18°55'36"E
C36	90.50'	43.16'	027°19'35"	42.75'	N76°08'39"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.00'	N01°43'45"W
L2	9.35'	S74°10'01"E
L3	18.16'	S23°26'16"E
L4	25.24'	S23°26'16"E
L5	18.50'	N26°50'23"E
L6	24.51'	N26°50'23"E
L7	20.00'	N63°09'37"W
L8	28.90'	N26°50'23"E
L9	11.63'	N26°50'23"E

RECORDED

1 OF 2

Page 72 of 90



- GENERAL NOTES:**
- COMMON OPEN SPACES AND DETENTION PONDS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT.
 - TEMPORARY BENCHMARK (T.B.M.): TOP OF SEWER MANHOLE LOCATED 120' FROM CL OF EARLY DRIVE AS SHOWN HEREON. ELEVATION ON (T.B.M.) WAS DERIVED FROM GPS OBSERVATION UTILIZING TDDT REFERENCE STATION #45. ELEV. 273.76.
 - ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
 - ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
 - DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
 - A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE AND ZONE X (SHADED) WHICH ARE LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 4715700215G, COMMUNITY PANEL NO. 474042 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013. ALL LOTS IN ZONE AE & FLOODWAY SHOWN HEREON WERE SCALED ONTO THIS PLAT FROM FLOOD INSURANCE RATE MAP, MAP NO. 4715700215G, COMMUNITY PANEL NO. 474042 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013.
 - THERE SHALL BE A NINE AND A HALF (9.5) FOOT UTILITY EASEMENT AROUND THE FRONT AND A FIVE (5) FOOT UTILITY EASEMENT AROUND THE SIDES, AND REAR OF ALL LOTS.
 - COMMON OPENS SPACES 7 AND 8 SHALL BE DESIGNATED AS TREE SAVE AREAS.
 - LOTS DIRECTLY ADJACENT TO COMMON OPEN SPACE 9 SHALL BE REQUIRED A CONSISTENT FENCE TREATMENT ALONG THE SOUTH PROPERTY LINES.
 - ALL LOTS SHALL COMPLY WITH CITY OF LAKELAND TREE MANAGEMENT ORDINANCE.
 - ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER **18074487**.
 - THE CITY OF LAKELAND SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING DRAINAGE, WATER, AND SEWER SYSTEMS WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE GROUND CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT CAUSED DIRECTLY BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEM.
 - THE SIXTEEN (16) FOOT WIDE TRAIL EASEMENT SHOWN HEREON DIFFERS IN LOCATION FROM THE SIXTEEN (16) FOOT WIDE TRAIL EASEMENT RECORDED IN PLAT BOOK 239, PAGE 2. THE LOCATION OF SAID SIXTEEN (16) FOOT WIDE TRAIL EASEMENT AS SHOWN HEREON SUPERSEDES THE LOCATION AS SHOWN IN SAID PLAT BOOK 239, PAGE 2.
 - COMMON OPEN SPACES 7 AND 8 DETENTION AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT RECORDING.
 - THE TREE PRESERVATION AREA (C.O.S. 9) SHALL NOT BE USED AS A BUILDING SITE AND IS INTENDED TO REMAIN IN ITS NATURAL STATE. NO TREES CAN BE REMOVED UNLESS THEY ARE A THREAT TO THE SAFETY AND HEALTH OF THE CITY OR ADJACENT LOT OWNERS/ADJACENT ROADWAYS. MAINTENANCE IN THIS AREA SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, REMOVAL OF FALLEN LIMBS/TREES AND PLANTING OF NEW TREES IN ORDER TO PROVIDE GREATER SCREENING.

- STREET TREE NOTES:**
- EACH LOT SHALL HAVE ONE (1) TREE (2"-2.5" CALIPER MINIMUM) FOR EVERY FORTY (40) FEET OF STREET FRONTAGE WITH A MINIMUM OF ONE (1) STREET TREE PER STREET FRONTAGE.
 - STREET TREE SPACING MAY BE ADJUSTED TO ACCOMMODATE DRIVEWAYS, UTILITIES, ETC. SO LONG AS THE MINIMUM SPACING REQUIREMENT IS MET.
 - STREET TREES SHALL BE MEDIUM OR LARGE OVERSTORY TREES IN ACCORDANCE WITH THE CITY OF LAKELAND TREE SPECIES SELECTION LIST.

LINE TABLE

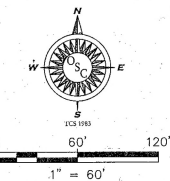
LINE	LENGTH	BEARING
L1	31.00	N88°26'10"E
L2	33.24	N59°49'54"E
L4	18.76	N39°16'12"E
L5	10.79	S56°59'32"E
L6	53.96	N88°08'01"E
L7	26.50	S01°51'59"E
L8	9.26	S88°08'01"W
L9	44.70	S88°08'01"W
L10	10.65	N56°59'32"W
L11	39.68	S01°39'55"E
L12	44.63	S23°32'44"E
L13	9.50	N66°32'44"E
L14	4.63	S23°27'16"E
L15	9.50	N66°32'44"E
L16	4.63	S23°27'16"E
L17	45.61	N39°16'12"E
L18	39.70	S01°39'55"E
L19	56.41	N56°59'32"W
L20	53.96	N88°08'01"E
L21	29.11	N43°08'01"E
L22	45.61	N39°16'12"E
L23	39.73	S01°39'55"E

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRNG
C1	202.35'	26.72'	007°33'53"	26.70'	S75°41'53"E
C2	34.50'	46.83'	077°46'47"	43.32'	S40°35'23"E
C3	34.50'	46.89'	077°51'55"	43.36'	N17°28'12"E
C4	202.35'	41.12'	011°38'40"	41.05'	N70°19'21"E
C5	40.00'	62.83'	090°00'00"	56.57'	S68°27'16"E
C6	469.50'	98.09'	011°58'12"	97.91'	S17°28'10"E
C7	469.50'	70.40'	008°35'27"	70.33'	N07°11'21"W
C8	469.50'	8.42'	001°01'39"	8.42'	N02°22'48"W
C9	234.50'	3.23'	000°47'18"	3.23'	N01°28'20"W
C10	234.50'	71.20'	017°23'44"	70.92'	N07°37'11"E
C11	234.50'	93.94'	022°57'09"	93.31'	N27°47'37"E
C12	34.50'	50.42'	083°44'17"	46.05'	N81°08'20"E
C13	90.50'	42.48'	026°53'48"	40.90'	S70°26'26"E
C14	90.50'	12.60'	007°58'39"	12.59'	S87°52'39"E
C15	59.50'	93.46'	090°00'00"	84.15'	S46°51'59"E
C16	35.00'	23.62'	038°40'21"	23.18'	S17°28'12"W
C17	35.00'	5.50'	009°00'09"	5.49'	S41°18'27"W
C18	40.00'	47.68'	068°17'47"	44.91'	S11°39'38"W
C19	40.00'	29.39'	042°05'36"	28.73'	S43°32'03"E
C20	40.00'	30.08'	043°05'30"	29.38'	S86°07'36"E
C21	40.00'	30.14'	043°10'40"	29.44'	N50°44'19"E
C22	40.00'	45.98'	065°51'51"	43.49'	N03°46'56"W
C23	40.00'	8.96'	012°49'38"	8.94'	N43°07'41"W
C24	35.00'	29.12'	047°40'31"	28.29'	N25°42'14"W
C25	90.50'	12.94'	008°11'31"	12.93'	N05°57'45"W
C26	34.50'	20.41'	033°53'54"	20.12'	N06°53'27"E

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRNG
C27	34.50'	13.47'	022°22'13"	13.38'	N35°01'30"E
C28	40.50'	46.68'	066°02'24"	44.14'	N31°12'25"E
C29	40.50'	27.06'	038°17'14"	26.56'	N38°58'24"W
C30	40.50'	45.92'	064°54'31"	43.50'	S89°24'12"W
C31	40.50'	11.92'	016°51'59"	11.88'	S48°29'25"W
C32	35.00'	33.84'	055°23'42"	32.54'	N68°11'29"E
C33	35.00'	12.94'	008°11'31"	12.93'	S87°46'13"E
C34	59.50'	36.22'	034°52'27"	35.66'	N74°25'45"W
C35	34.50'	47.80'	079°23'11"	44.07'	N17°75°6"W
C36	215.50'	83.36'	022°09'44"	82.84'	N11°8'48"E
C37	215.50'	7.14'	001°53'51"	7.14'	N00°43'00"W
C38	40.00'	62.83'	090°00'00"	56.57'	N12°32'44"E
C39	485.00'	182.74'	021°35'18"	181.66'	S12°39'38"E
C40	250.00'	179.49'	044°10'11"	175.66'	S18°42'06"W
C41	200.00'	17.90'	005°07'50"	17.90'	N36°42'19"E
C42	200.00'	124.99'	035°48'22"	122.96'	N16°41'6"E
C43	75.00'	45.65'	034°52'27"	44.95'	S74°25'45"E
C44	75.00'	58.90'	045°00'00"	57.40'	N24°21'59"W
C45	500.50'	188.58'	021°35'18"	187.47'	S12°39'38"E
C46	265.50'	190.62'	044°10'11"	186.55'	S18°42'06"W
C48	184.50'	131.82'	040°56'07"	129.03'	N18°48'08"E



FINAL DEVELOPMENT PLAN
LOT 4 & COMMERCIAL COS AMENDED
WINSTEAD FARMS
PLANNED MIXED USE DEVELOPMENT
RECORDED IN P.B. 239, PG. 2
LAKELAND, TENNESSEE
SUBDIVIDED RESIDENTIAL LOTS: 25
ZONED: I-L (LIGHT INDUSTRIAL) W/ PD OVERLAY
AREA: 12.21 ACRES
DATE: JULY 13, 2020
OWNER: RENAISSANCE DEVELOPMENTS, LLC
DEVELOPER: RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, SUITE 200 - EADS, TN 38028

DETECTION EASEMENT NOTE:
THE AREAS DENOTED BY "DETECTION EASEMENT" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. THE DETENTION EASEMENT IS RESERVED FOR STORMWATER DETENTION. THE STORMWATER DETENTION SYSTEMS LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNERS' ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, AND OUTLET CLEANING.

SIDEWALK CHART

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURBLINE
STREET NAME	5 FEET	EAST	4.5 FEET
MOUDRY RUN COVE	5 FEET	BOTH	4.5 FEET

THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE FRONTAGE OF EACH LOT BY THE BUILDING PERMIT HOLDER PRIOR TO USE AND OCCUPANCY OF THE BUILDING. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE BUILDING.

PROPERTY OWNER
RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, STE. 200
EADS, TN 38028
901-466-4101

DEVELOPER
RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, STE. 200
EADS, TN 38028
901-466-4101

ENGINEER
MCARTY GRANBERRY ENGINEERING
198 PROGRESS ROAD
COLLIERVILLE, TN 38017
901-221-0075

SURVEYOR
OLAR SURVEYING COMPANY, LLC
3157 HIGHWAY 64, STE. 250
EADS, TN 38028
901-465-5555

RECORDED:
20078879-
07/29/2020 02:22:57 PM
BK 287 PG 2
Shelanda Y. Ford
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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1 OF 2



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - supporting the application for a Multimodal Project Discretionary Grant through United States Department Of Transportation Federal Highway Administration for New Canada Road.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-71-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The United States Department Of Transportation ("USDOT") Federal Highway Administration has issued the Notice of Funding Opportunity for the FY2025-2026 Multimodal Project Discretionary Grant ("MPDG"). These grants are awarded on a competitive basis for planning or constructing surface transportation projects which improve safety, sustainability, quality of life, connectivity, etc. The grant monies will be used for additional funding for construction of New Canada Road. The application deadline is May 6, 2024. Awards are expected to be announced in October 2024.

RESOLUTION R-71-2024

SUPPORTING THE APPLICATION FOR A MULTIMODAL PROJECT
DISCRETIONARY GRANT THROUGH UNITED STATES DEPARTMENT OF
TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR NEW CANADA
ROAD

WHEREAS, the United States Department of Transportation (“USDOT”) Federal Highway Administration is soliciting applications for Multimodal Project Discretionary Grants (“MPDG”); and,

WHEREAS, the City desires to acquire additional grant funding for the New Canada Road project due to increased construction costs; and,

WHEREAS, the City supports the application of a MPDG grant for New Canada Road and, if awarded, agrees to fund the local match requirement in accordance with the agreement and project schedule:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to submit an application to USDOT Federal Highway Administration for the FY2025-2026 MPDG for New Canada Road.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - authorizing the City Manager to enter into an agreement with the YMCA of Memphis & the Mid-South for a Lakeland Summer Camp.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-64-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The YMCA of Memphis & the Mid-South would like to partner with the City of Lakeland to host a Lakeland Summer Camp at the IH Clubhouse. The program will run from May 20 - August 2, 2024, from 6:30AM-6:00PM. At YMCA Summer Camp, kids have the opportunity to explore nature, find new talents, try new activities, gain independence, and make lasting friendships and memories. And, of course, it's fun! Each week during the summer, we will hold a different theme for campers to have fun activities surrounding arts and crafts, science, sports, water safety & swimming, nature, and more; focusing on what it means to grow and learn as a person.

RESOLUTION R-64-2024

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE
YMCA OF MEMPHIS & THE MID-SOUTH FOR A LAKELAND SUMMER CAMP

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to host a Lakeland Summer Camp; and,

WHEREAS, the YMCA of Memphis & the Mid-South desires to operate a Lakeland Summer Camp at a City of Lakeland facility:

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 an agreement with the YMCA of Memphis & the Mid-South to host a Lakeland Summer Camp.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2ND day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

SUMMER CAMP LICENSE AGREEMENT

This License Agreement is made as of this 2nd day of May, 2024 (the “Effective Date”), by and between International Harvester Clubhouse - City of Lakeland of Lakeland, TN (hereinafter “Grantor”), having an address 4523 Canada Rd, Lakeland, TN 380112 (the “Facility”) and YMCA OF MEMPHIS & THE MID-SOUTH (hereinafter “Licensee”), having an address 7171 Goodlett Farms Parkway, Cordova, TN 38016.

WHEREAS, Licensee has requested, and Grantor has agreed to grant, a license for the use of a portion of the Facility to Licensee, subject to the terms and conditions hereinbelow.

Grantor and Licensee agree as follows:

1. **Grant of License.** Subject to all of the terms and conditions of this License Agreement, Grantor grants to Licensee a temporary, non-exclusive, revocable and non-assignable license (the “License”) to use the portion of the Facility known International Harvester Clubhouse - City of Lakeland and if necessary, as further described on Exhibit “A” annexed hereto (the “License Area”) for purposes of operating a youth-serving program, more particularly, a Summer Camp, to increase community access to quality school-age childcare and related programs and for no other purpose or use, with access to the License Area through the Facility.
2. **License Area.** Licensee acknowledges that it has inspected the License Area and that the License Area shall be in its “as is” condition existing on the Commencement Date (as defined below). Grantor has no obligation to perform any work, supply any materials or provide any equipment for Licensee’s use in connection with the program; neither shall Grantor incur any expense or make any alterations or improvements to prepare the License Area for License. Grantor will provide HVAC to the License Area for the program.
3. **Program.** Licensee will provide a program at the License Area during the hours from 6:30 am to 6:00 pm, Monday through Friday. YMCA has permission to enter no earlier than 6:00am in order to get set up, unless arranged with the Grantor in advance. International Harvester Clubhouse - City of Lakeland will provide the YMCA with keys and necessary alarm codes to open and close the building. Use of the License Area outside the aforesaid times must be approved by Grantor. Initially, Licensee will be operating a program providing Summer Camp activities and childcare; however, a review of the program or changing of the program model is contingent on COVID-19 and operational standards, all subject to the approval of Grantor. (During the COVID-19 pandemic, capacity for the program will be set by the number of children that can be served in dedicated groups not to exceed prevailing safety standards, while socially distancing themselves, and otherwise being in compliance with the COVID-19 protocols in place by Grantor. It is estimated that the program will have a minimum capacity of 40 and a maximum capacity of 60. Licensee will provide all general program supplies, and Licensee shall operate the program in compliance with all local, state and federal laws, statutes, rules and regulations.
4. **Use of License Area.** The License Area shall be accessed by Licensee and the

participants. Restrooms for use by Licensee and the participants in the program will be limited to those restrooms immediately outside the opening into the License Area. Specific outside recreational area and kitchen / refrigeration areas shall be designated for use by the Licensee for the program with specified access from the License Area to the recreational area and the times to be agreed upon between the parties. Prior to the Commencement Date, Grantor and Licensee shall agree on what furniture, personal property and/or equipment, if any, located in the License Area will be available for use by the Licensee for the program. Licensee will repair or replace any and all furniture, personal property and/or equipment damaged due to the operation of the program in the License Area.

5. **Enrollment and Staffing.** Licensee will enroll children through its software program and maintain the records of all children who participate in the program. All staff working at the License Area for Licensee will have background checks completed and have completed Child Abuse Prevention training and meet all Licensee's staffing standards. Grantor will provide no staff for the program operated by the Licensee without express approval by Grantor; provided however, Grantor shall designate and identify to Licensee a staff person or staff persons on location who shall be Grantor's contact person for Licensee in connection with the use of the License Area and who shall monitor the activity within the License Area on behalf of Grantor.
6. **Term.** Subject to meeting all the requirements and conditions of the Grantor, the License shall commence on or about May 20, 2024 (the "Commencement Date") and shall expire and come to an end on August 2, 2024, unless sooner terminated in accordance with this License Agreement (such date, the "Expiration Date"). The term of this License Agreement may be extended upon mutual agreement of Grantor and Licensee.
7. **Service Charges.** Upon written mutual agreement on cost, Licensee shall pay or reimburse Grantor for: (a) extra cleaning and (b) any maintenance, repair or other service for which a separate charge is imposed by Grantor, including services or materials related to COVID-19. Licensee shall reimburse Grantor for other costs incurred by Grantor and attributable to the program's operation, as mutually agreed between Grantor and Licensee. All charges payable pursuant to this Section (the "Service Charges") shall be paid on a net-30 basis of written demand therefor.
8. **Maintenance; Rules and Regulations.** Licensee shall not damage the License Area (or the area of the Facility used to access the License Area) and shall keep the License Area in a good, clean and safe condition. Licensee will maintain the cleanliness of the License Area, including all designated program areas, as well as contracting any necessary cleaning services for cleaning the License Area after use by Licensee, all of which to the reasonable satisfaction of Grantor and no less than equal to the cleanliness standards maintained by Grantor for the Facility. Licensee will perform a routine Friday evening walkthrough during the last 15 minutes of programming each week to ensure proper cleaning and maintenance of designated camp space. Licensee will provide cleaning products and paper products for its program. Licensee shall comply with all rules and regulations made by Grantor from time to time, and with all laws, ordinances, rules, regulations and code requirements imposed by any governmental authority, including, but not limited to, any rules or regulations or protocols instituted by Grantor as a result of COVID-19. It is agreed and understood that Grantor has implemented strict protocols as it relates to COVID-19, and Licensee agrees to comply with all such protocols as they are

made known to Licensee, particularly as they apply to children.

9. **Insurance.** Licensee shall, at its sole cost and expense, maintain during the term of this License Agreement (and renewal thereof, if any) the following insurance: commercial general liability insurance on an occurrence basis, provide “first dollar” coverage and be primary to all insurance applicable to the License Area by an insurance company licensed and authorized to do business in the State of Tennessee with an A.M. Best’s Financial Strength Rating of at least “A-, X” or better, which shall include contractual liability coverage and independent contractors coverage, in an amount of at least \$2,000,000 General Aggregate limit; \$1,000,000 per Occurrence limit; \$1,000,000 Personal Injury limit; \$1,000,000 for damage due to Casualty, including, but not limited to, Fire Damage; \$5,000 Medical Payments limit and workers compensation insurance as required by law. The policy shall also provide sexual abuse coverage with a limit of not less than \$1,000,000.00. If the policy covers more than one location, the general aggregate coverage should apply per location in the amounts required herein. Licensee hereby releases and waives all right of recovery which it might otherwise have against Grantor, other licensees or affiliated entities of Grantor, and their respective agents and employees by reason of any loss or damage resulting from any recovery, claim, action or cause of action against Grantor for damage or injury no matter how caused. Licensee shall submit to Grantor a copy of each such policy evidencing that all the above criteria have been met. Licensee shall name Grantor, and Grantor’s lender (to be identified by Grantor), and any other parties reasonably designated by Grantor, as additional insureds. Each such insurance policy shall not be cancelable or subject to reduction or modification of coverage or limits without written notice to Grantor received at least thirty (30) days prior to the date of such cancellation or reduction.
10. **Indemnification.** Except to the extent caused by the negligence of the party to be indemnified, Licensee shall indemnify, defend with counsel acceptable to Grantor, and hold harmless Grantor and Grantor’s principals, members, officers, employees, directors, agents, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees and disbursements, which may arise in any manner out of Licensee’s use or operation of the License Area or this License Agreement, and/or in connection with loss of life, bodily or personal injury or property damage (including damage to the License Area) arising from or out of all acts, failures, omissions or negligence of Licensee, or Licensee’s agents, invitees, employees or contractors. Licensee shall further indemnify Grantor from any claim, expenses or liability arising out of the non-compliance with any local, state and federal laws, statutes, rules and regulations.
11. **Release and Waiver.** As part of the program, Licensee shall have the parents or guardians of each child participating in the program sign a Release and Waiver, releasing not only the Licensee, but also the Grantor, from all personal injuries that may be sustained by their children participating in the program or other liability arising from or connected with the operation of the program and further waive any and all claims and causes of actions against Licensee and Grantor that may arise as a result of their children participating in the program (including any claims relating to COVID-19).

Termination of License Agreement.

- A. **Without Cause.** Grantor or Licensee may terminate this License Agreement, on not less than thirty (30) days prior written notice to the other party, for any or no reason. On the date specified in the notice as the termination date (which date shall be deemed to be the Expiration Date), the License shall be deemed revoked, Licensee shall quit all use and occupancy of the License Area, and Licensee shall no longer have access to the License Area.
- B. **For-Cause.** Grantor may terminate this License Agreement if Licensee has defaulted under or breached any provision of this License Agreement, by giving not less than seventy-two (72) hours' prior written notice to Licensee. On the expiration date of the seventy-two hour notice period provided in the preceding sentence (which date shall be deemed to be the Expiration Date): the License shall be deemed to be revoked, Licensee shall quit all use and occupancy of the License Area, and Licensee shall no longer have access to the License Area.
- C. **Waiver of Responsibility.** Neither Grantor nor its principals, members, officers, employees, directors, agents, mortgagees, nor any of their successors and assigns, shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to Licensee's business or damage to person or property, sustained by Licensee or any person claiming by, through or under Licensee, resulting from any accident, loss of service or occurrence in, on or about the Facility. To the maximum extent permitted by law, Licensee agrees to use the License Area, and to use such other portions of the Facility as it may be entitled to use, at Licensee's own risk.
- D. **Inspections and Repairs.** Licensee acknowledges that Grantor and/or Grantor's agents, representatives, contractors and/or employees have the right to inspect the License Area at any time and to perform any repairs, alterations, replacements, improvements and/or maintenance therein.
 - a. **Alterations.** Licensee shall make no decoration, alteration, addition or improvement ("Alteration") in the License Area, without the prior written consent of Grantor.
- E. **Assignment or Sublicensing.** Licensee may not do any of the following: (a) assign its interest in this License Agreement, (b) sublicense all or any portion of the License Area, or (c) permit any other person or business to use all or any portion of the License Area. Any change in ownership or control of Licensee shall be deemed to be a prohibited assignment by Licensee of its interest in this License Agreement.
 - a. **License.** Licensee understands and agrees that this License Agreement, and the License granted hereunder, is not a lease, it does not establish a landlord-tenant relationship between the parties.
- F. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this License Agreement, Grantor's liability hereunder is expressly limited to the sum of all Service Charges actually received by Grantor pursuant to this License Agreement.
- G. **Counterparts.** This License Agreement may be executed in counterparts each of which shall be deemed an original and all counterparts together shall constitute the same instrument.
- H. **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property and the subject matter thereof. There are no verbal

agreements that change this Agreement and no waiver or amendment of any of its terms shall be effective unless in writing executed by the parties.

Pdf Signatures and Electronic Means. For purposes of this License Agreement, any signature transmitted by email (in pdf format) or other electronic means shall be considered to have the same legal and binding effect as any original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The duly authorized signatory of the respective parties has executed this License Agreement as of the date above written.

GRANTOR:

INTERNATIONAL HARVESTER CLUBHOUSE - CITY OF LAKE LAND

By: _____

Name:

Title:

LICENSEE:

YMCA OF MEMPHIS & THE MID-SOUTH

By: _____

Name:

Title:

EXHIBIT A

DESCRIPTION OF LICENSE AREA



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Resolution** - approving a contract with Herbi-Systems Inc. for chemical vegetation control.

Staff Contact: Matthew Brown, Public Works Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-60-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the State Street Aid Fund.

DISCUSSION

This contract provides chemical vegetation control on city rights-of-ways and City Hall. The City solicited sealed bids which were opened on April 22, 2024. We received one bid from Herbi-Systems Inc, in the amount of \$22,418.95. This is a three-year contract with the option to add two additional years for a total of five years.

RESOLUTION R-60-2024

APPROVING A CONTRACT WITH HERBI-SYSTEMS INC. FOR CHEMICAL
VEGETATION CONTROL

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to control the overgrowth of vegetation along the right-of-ways; and,

WHEREAS, the project was bid on April 22, 2024, and received one bid from Herbi-Systems Inc.; and,

WHEREAS, Herbi-Systems Inc. is willing and able to provide these services as specified in the contract documents; and,

WHEREAS, funding for this work is appropriated in the Fiscal Year 2024 Annual Budget for the State Street Aid Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder attest, a contract with Herbi-Systems Inc. for chemical vegetation control in the amount of twenty-two thousand four hundred eighteen dollars and ninety-five cents (\$22,418.95).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Herbi-Systems Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of chemical vegetation control; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for Chemical Vegetation Control, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The contract time shall begin upon issuance of the Notice to Proceed and extend for a period of three (3) years with the option to renew for two (2) additional one-year periods for a total of five (5) years. Any extension shall be mutually agreed upon by the City of Lakeland and Contractor.
- 3.2 Liquidated Damages. If the Contractor fails to perform the work in the manner specified by this Agreement, the City may, at its option, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment shall be one hundred dollars (\$100) per day. The total assessment will not exceed the amount of the performance bond. If, after further written notice, the Contractor fails to take corrective action the City may terminate this Agreement and enter into an agreement with another Contractor or may perform the work itself. The cost of performing the work will be deducted from any amount due the Contractor per the bid sheet.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Twenty-Two Thousand Four Hundred Eighteen Dollars and Ninety-Five Cents (\$22,418.95), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

The Owner shall pay the Contractor the bid price for work completed and approved as provided for in the Bid Form. Invoices shall be submitted monthly and shall be itemized by location and/or service performed. The City retains the right to alter areas serviced and has the option of increasing or decreasing the service level (regularity of treatment) depending on the seasonal necessity.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 6.2 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7. CONTRACT DOCUMENTS.

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

- 7.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 7.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 7.3 Exhibit "A" - Bid Form and Bid Schedule.
- 7.4 Affidavit of Drug Free Work Program
- 7.5 Addendum 1
- 7.6 Performance Bond
- 7.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

7.8 General Requirements

7.9 Technical Specifications

7.10 Notice of Award.

7.11 Notice to Proceed.

7.12 Minutes of the Pre-Bid Conference, if any.

7.13 Any modifications, amendments, and supplements on or after the effective date of this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

ARTICLE 10. TERMINATION OF CONTRACT

10.1 The Owner or Contractor may terminate this Contract anytime by providing sixty (60) days written notice to Owner or Contractor of intent to terminate said Contract. In such event, all finished work completed by the Contractor under this Contract shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

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

APPROVED AS TO FORM:

(PROJECT: Chemical Vegetation Control)

SFA-3

DATED this _____ day of _____, 2024.

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____

By: _____

Cheyenne Carter

Michael Walker

Title: City Recorder

Title: City Manager

RESOLUTION R-61-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION
ESTABLISHING MAY 19 – 25, 2024 AS PUBLIC WORKS WEEK
IN THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland and the Board of Commissioners desire to promote the observance of National Public Works 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 19-25, 2024 as Public Works Week In the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Lakeland; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Lakeland to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of May 2024.

Josh Roman, *Mayor*
City of Lakeland, Tennessee

RESOLUTION R-66-2023

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION DESIGNATING
MAY 2, 2024 AS LAKELAND'S OBSERVANCE OF THE
NATIONAL DAY OF PRAYER

WHEREAS, the City of Lakeland and the Board of Commissioners desire to promote the observance of the National Day of Prayer 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 honoring May 2, 2024 as the City of Lakeland's observance of the National Day of Prayer.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Proclamation

WHEREAS, Throughout history Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection”; and,

WHEREAS, From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection.”, and

WHEREAS, A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directing the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and,

WHEREAS, In every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, “Lift Up the Word, Light Up the World,” based on the verses found in 2 Samuel 22:29-31, “For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him.” and

WHEREAS, Unified prayer is mobilized across America every first Thursday of May on the National Day of Prayer as neighbors come together to join their hearts and voices in reading sacred Scriptures and attending services to seek God for the city and country where we live, learn, work, worship, serve, and desire all to thrive; and

WHEREAS, Every first Thursday of May on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our city and across our America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim the 2nd day of May 2023 as a Day of Prayer throughout the City of Lakeland, Tennessee, and I commend this observance to all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of May, 2024.

Josh Roman, *Mayor*, City of Lakeland, Tennessee

RESOLUTION R-67-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION
ESTABLISHING MAY 6 -10, 2024 AS TEACHER APPRECIATION WEEK
IN THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland and the Board of Commissioners desire to promote the observance of National Teacher Appreciation 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 6-10, 2024 as Teacher Appreciation Week in the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Proclamation

WHEREAS, the City of Lakeland recognizes the invaluable contributions of educators in shaping the minds and futures of our youth; and,

WHEREAS, teachers play a vital role in fostering a love for learning, imparting knowledge, and instilling essential values in our students; and,

WHEREAS, teachers serve as mentors, guides, and role models, dedicating their time, energy, and passion to the betterment of our community; and,

WHEREAS, the City of Lakeland acknowledges the unwavering commitment of teachers to the success and well-being of every student, regardless of challenges or obstacles they may face; and,

WHEREAS, during the week of May 6-10, 2024, the City of Lakeland joins the nation in celebrating Teacher Appreciation Week, a time to express gratitude and honor the exemplary work of our educators;

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim May 6-10, 2024, as Teacher Appreciation Week in the City of Lakeland, Tennessee. I call upon all residents, businesses, and community organizations to join in recognizing and thanking our teachers for their dedication, passion, and tireless efforts in shaping the future leaders of our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of May, 2024.

Josh Roman, *Mayor*
City of Lakeland, Tennessee

RESOLUTION R-68-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION
ESTABLISHING MAY 4, 2024 AS FIREFIGHTER APPRECIATION DAY
IN THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland and the Board of Commissioners desire to promote the observance of Firefighter Appreciation Day 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 4, 2024 as Firefighter Appreciation Day in the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Proclamation

WHEREAS, the City of Lakeland, Tennessee recognizes the extraordinary bravery, dedication, and sacrifice of its firefighters who selflessly serve to protect the lives and property of our community members; and,

WHEREAS, these courageous individuals embody the spirit of service, putting their own safety at risk to ensure the safety and well-being of others during times of crisis and emergency; and,

WHEREAS, the firefighters of Lakeland demonstrate unwavering commitment and professionalism in their tireless efforts to prevent and combat fires, provide emergency medical assistance, and offer critical support in various rescue operations; and,

WHEREAS, the City of Lakeland is profoundly grateful for the invaluable contributions of its firefighters, who exemplify the highest standards of public service and uphold the noble tradition of firefighting with honor, integrity, and compassion; and,

WHEREAS, it is fitting and proper to recognize and express gratitude for the selfless service of our firefighters, acknowledging their vital role in safeguarding our community and enhancing the quality of life for all residents;

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim May 4, 2024, as **Firefighter Appreciation Day** in the City of Lakeland. I call upon all residents, businesses, organizations, and institutions to join me in honoring and celebrating the dedication, bravery, and sacrifice of our firefighters. Let us express our deepest appreciation and admiration for their unwavering commitment to protecting our community and serving with distinction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of May, 2024.

Josh Roman, *Mayor*
City of Lakeland, Tennessee

RESOLUTION R-69-2024

APPOINTING A CITY OF LAKELAND LIAISON TO ATTEND THE LAKELAND AREA
CHAMBER OF COMMERCE BOARD MEETINGS, IN ACCORDANCE WITH THE
FUNDING AGREEMENT BETWEEN THE CITY OF LAKELAND AND THE LAKELAND
AREA CHAMBER OF COMMERCE

WHEREAS, the City of Lakeland, Tennessee, (the “City”) entered into a funding agreement with the Lakeland Area Chamber of Commerce for fiscal year 2024 on July 20, 2023 through resolution R-97-2023; and,

WHEREAS, the City entered into a funding agreement with the Lakeland Area Chamber of Commerce for fiscal year 2025 on April 4, 2024 through resolution R-48-2024; and,

WHEREAS, Exhibit B to each funding agreement states that the “Board of Commissioners of the City of Lakeland may also appoint a liaison to attend the *[Lakeland Area] Chamber [of Commerce]* board meetings”; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee desires to appoint a liaison to attend said board meetings:

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

is hereby authorized and appointed to serve as the City of Lakeland liaison to provide oversight under the Lakeland Area Chamber of Commerce funding agreements for fiscal years 2024 and 2025.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of May 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, May 2, 2024

Subject: **Discussion and Possible Action** - regarding a Shelby County Clerk kiosk for the lobby at City Hall.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners discuss potential direction and action.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

A Lakeland resident has inquired about the possibility of a Shelby County Clerk's kiosk for renewals being located in the lobby of City Hall (or at other City-owned facilities). Additionally, City Staff recommends the Board discuss other such services that may benefit residents for exploration.