



Board of Commissioners
Work Session Agenda
Thursday, April 1, 2021, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - City Manager's Report
 - a. Report from Lakeland Economic Development Commission
 - Commissioners' Report
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
 - a. Regular Meeting Minutes - March 11, 2021
- XI. REGULAR AGENDA:
 1. **Ordinance - First Reading** - to amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning planned developments, stormwater, and building transparency. *Sponsored by Richard Donovan*
 2. **Ordinance - First Reading** - to amend the Official Zoning Map by Rezoning 9905 Memphis Arlington Road, part of Parcel ID L0150 00482,

from AG – Agriculture to RE – Exurban. *Sponsored by Richard Donovan*

3. **Resolution** - approving a reduction in the Security for Public and Common Improvements in Oakwood Grove Subdivision Phase 2
Sponsored by Emily Harrell
4. **Resolution** - approving a Traffic Signal Maintenance Memorandum of Understanding with City of Memphis *Sponsored by Emily Harrell*
5. **Resolution** - to approve the purchase of two 4" submersible pumps from Tencarva Machinery Company *Sponsored by Emily Harrell*
6. **Resolution** - approving a Residential Development Contract for The Estates at Chambers Chapel Planned Development Phase 2 *Sponsored by Emily Harrell*
7. **Resolution** - approving Amendment #4 with Bucharth Horn, Inc for Bid and Construction Phase Services for the Clear Creek Sewer Interceptor Project Phase A *Sponsored by Emily Harrell*
8. **Resolution** - approving an amendment to the Personnel Policy concerning social media. *Sponsored by Vice-Mayor Dial*
9. **Resolution** - approving a proposal to engage with Howell Marketing Strategies, LLC to formulate a Communications Plan for the City of Lakeland. *Sponsored by Shane Horn*
10. Discussion and possible action on a resolution committing Dedication Parcel B shown on the 10-12-2018 master plan for the Lakeland Commons project to the Lakeland School System for future construction of a LSS administrative facility. *Sponsored by Commissioner Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, MARCH 11, 2021, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:32 p.m. on Thursday, March 11, 2021.
- II. **INVOCATION:** The invocation was offered by Mayor Cunningham.
- III. **PLEDGE:** Mayor Cunningham led in the Pledge to the Flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Mike Cunningham, Vice Mayor Michele Dial, Commissioner Jim Atkinson, Commissioner Richard Gonzales, and Commissioner Wesley Wright were present.

Staff personnel in attendance were City Manager Shane Horn, Finance Director Michael Walker, Planning Director Richard Donovan, Park & Recreation Director Patrick O'Mara, Staff Engineer Alejandra Arriaga, GIS Director Josh Thompson, City Recorder Debra Murrell and City Attorney Will Patterson.

- V. **PUBLIC HEARING:**
ORDINANCE – FINAL READING – amending the Fiscal Year 2020-2021 Budget, passed by Ordinance 20-285, as amended by Ordinance 20-286.

For the record: No comments were heard.

- VI. **TREASURER'S REPORT:**
Finance Director Michael Walker offered the Treasurer's report for the month of February.
- VII. **REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:**
- Sheriff's Report: Summary report for the month of February given by Mayor Cunningham. *(On file - Available to view)*
 - City Manager's Report: City Manager Shane Horn offered a report.
 - Commissioners' Report:
 - Vice Mayor Dial offered a report on PRB activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Commissioner Wright offered a report on EDC/IDB.

- VIII. **PUBLIC COMMENTS:** *No comments were heard.*

- IX. **SEWERAGE COMMISSION BUSINESS:**
1. **RESOLUTION** – recommending the Board of Commissioners approve a concept sewer plan for Heathfield on Scotts Creek Planned Development. Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Gonzales.



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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

a. Regular Meeting Minutes, February 11, 2021.

2. **RESOLUTION** - authorizing the Mayor to sign a proclamation establishing Saturday, March 20, 2021 as the City of Lakeland's Arbor Day 2021. *Sponsored by Patrick O'Mara*
3. **RESOLUTION** - approving the engagement of Burris, Thompson & Associates for consulting services related to a compensation and classification plan. *Sponsored by Shane Horn*
4. **RESOLUTION** - authorizing the reduction of Security for Public and Common Improvements in Oakwood Grove Subdivision Phases 1A, 2A, 3A. *Sponsored by Emily Harrell*
5. **RESOLUTION** - approving the Purchase of a 2021 Ford F-150 4x4 SuperCrew Cab XL from Ford of Murfreesboro through State of Tennessee Statewide Contract #64470. *Sponsored by Patrick O'Mara*
6. **RESOLUTION** - authorizing a contract with Fisher Arnold, Pickering, and SSR for On-Call Professional Engineering Services. *Sponsored by Emily Harrell*
7. **RESOLUTION** - authorizing the purchase of a Polaris UTV from Polaris Sales, Inc. through Sourcewell Contract 051717-PSI. *Sponsored by Emily Harrell*
8. **RESOLUTION** - to approve the purchase of wetland mitigation credits from West Tennessee Wetlands Mitigation Bank for the Lakeland Athletic Complex Phase 1 project. *Sponsored by Emily Harrell*

Vice Mayor Dial moved to approve the consent agenda as presented, seconded by Commissioner Gonzales.



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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

XI. REGULAR AGENDA:

1. **ORDINANCE – FINAL READING** – amending the Fiscal Year 2020-2021 Budget, passed by Ordinance 20-285, as amended by Ordinance 20-286. *Sponsored by Michael Walker*

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

When the question was called the Final Reading of the ordinance passed, roll call vote, 5 in favor 0 against (5-0).

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

2. **RESOLUTION** - approving a contract with Tennessee Department of Transportation for Lakeland Transportation Plan Update. *Sponsored by Emily Harrell*

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

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

For the record: Commissioner Wright moved to combine items 3 & 4 to be heard at the same time and voted on separately, seconded by Vice Mayor Dial. *(no objections were heard)*



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3. **RESOLUTION** - approving the sewer concept plan for Heathfield on Scotts Creek Planned Development. *Sponsored by Emily Harrell*
4. **RESOLUTION** - approving the Outline Plan for Heathfield on Scotts Creek Planned Development. *Sponsored by Richard Donovan*

Commissioner Gonzales moved to bring the items to the floor, seconded by Vice Mayor Dial.

Discussion ensued.

For the record: Comments were heard from the following:

John McCarty, McCarty Granberry Engineering (*representing the applicant*)

When the question was called the resolution to approve the sewer concept plan for Heathfield on Scotts Creek Planned Development passed as presented, roll call vote, 5 in favor 0 against (5-0).

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

When the question was called the resolution approving the Outline Plan for Heathfield on Scotts Creek Planned Development passed as presented, roll call vote, 4 in favor 1 against (4-1).

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Nay
Mayor Cunningham	Yea

5. **RESOLUTION** - to approve Change Order # 1 for the Herons Ridge Pond Project. *Sponsored by Alejandra Arriaga*

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

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea



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6. **RESOLUTION** - directing staff to begin preparation of Design Review Guidelines. *Sponsored by Commissioner Wright*

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

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

7. **RESOLUTION** - directing staff to begin the RFQ process for the Comprehensive Plan and Land Development Regulations update.

Sponsored by Board of Commissioners

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

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

8. **RESOLUTION** - authorizing the Mayor to enter into a Memorandum of Understanding between the City of Lakeland, City of Bartlett, and Town of Arlington for the coordination of a COVID-19 vaccination point of distribution. *Sponsored by Mayor Cunningham*

Mayor Cunningham moved to bring this item to the floor, seconded by Commissioner Gonzales.

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea



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9. **Discussion on State Board of Equalization and process regarding property tax rates.** *Sponsored by Mayor Cunningham*
Commissioner Gonzales moved to bring this item to the floor, seconded by Commissioner Wright.

Discussion only, no action was taken.

XII. ANNOUNCEMENTS:

- XIII. ADJOURNMENT:** There being no other business on which to take action, Commissioner Gonzales moved to adjourn the meeting, seconded by Vice Mayor Dial. ***Motion carried, voice vote, all in favor (5-0).***

The meeting was adjourned at 7:13 p.m. on Thursday, March 11, 2021.

These minutes were approved on April 08, 2021.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

MEETING CYCLE: Thursday, April 1, 2021

SUBJECT: Ordinance - First Reading - to amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning planned developments, stormwater, and building transparency.

STAFF CONTACT: Richard Donovan, Planning Director

STAFF RECOMMENDATION

The MPC and Staff recommend **approval** of the Amendment to the Land Development Regulations.

BUDGET IMPACT

DISCUSSION

This is the first of group of three amendments that will address issues identified by BOC Resolution on February 11, 2021 or by City Staff. The MPC held three additional amendments for further study at their April meeting.

BUILDING TRANSPARENCY:

This amendment will change the transparency requirements for non-residential buildings. The MPC has reviewed several site plans in the last few months that have need some degree of relief or exception to the current transparency requirements. The Code currently requires that all sides have some percentage of transparency on all sides and does not account for “back of house” elements. The amendment changes the transparency requirements to only being required to face the street, parking areas, or open space. This would provide transparency to the most visible portion of the building but allow “back of house” areas without transparency.

Below is an illustration of how transparency is measured in the LDRs and 3 examples of recently constructed or approved buildings and how many façade they were required to have transparent. The LDRs measure the areas of transparency from 2 feet to 8 feet above the building base. This portion of the building must have the percentage of transparency required for the building type.



Figure 3.F-1 Measuring Transparency on Buildings with Arcades, Storefronts or Shopfronts

3 sides with transparent façade examples

Banfield Animal Hospital

The Pet Hospital Boarding and Grooming

2 sides with transparent façade examples

Aldi

1 side with transparent façade examples

KinderCare

PLANNED DEVELOPMENT LETTER:

This amendment will require with each PD Outline or PDP the developer will submit a letter answering the three questions. The letter will answer these 3 questions:

1. What sections of the LDRs they are seeking relief from?
2. Why relief is needed?
3. What sections of the LDRs they are exceeding?

The letter will improve Staff, MPC, and BOC understanding of the request being made with each PD or PDP application. The idea here is to limit future surprises.

FOUNTAINS IN DETENTION BASINS:

This amendment will require a fountain in any wet detention pond that is proposed in the City. It requires that documentation be provided with the stormwater plan that the fountain is of adequate size for the shape and size of the pond. There is also a provision that allow installation once 75% of the home are built to ensure that the site has been stabilized.

ORDINANCE O-3-2021

AN ORDINANCE TO AMEND THE LAND DEVELOPMENT REGULATIONS OF LAKELAND, TENNESSEE, TO MAKE INTERIM AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS CONCERNING PLANNED DEVELOPMENTS, STORMWATER, AND BUILDING TRANSPARENCY

WHEREAS, the City of Lakeland seeks to make interim amendment to the Land Development Regulation until a new set of Land Development Regulations can be adopted; and

WHEREAS, the City seeks to resolve reoccurring issues within the Land Development Regulations for sections concerning planned development, stormwater, and building transparency; and

WHEREAS, the City of Lakeland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Lakeland's population; and

WHEREAS, the Municipal Planning Commission on March 24, 2021 voted 5 to 0 to recommend approval of the adoption of said Ordinance to the Board of Commissioners; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, TENNESSEE, as follows:

Section 1. To amend Table 3.B-1. Commercial, Industrial, and Civil Building Types Table by removing the items highlighted and stricken through and adding the highlighted as follows:

Transparency	
Upper Story Front and Corner Side Façade Facades Facing Street, Open Space, or 30% of parking	
Mixed Use, Commercial, Industrial, and Civic Buildings	
Mixed Use Building	20%
Commercial Building, Type A	20%
Commercial Building, Type B	15%
Cottage Commercial	20%
Corridor Building	20%
Warehouse Building	20% on admin/ofc bldg
Civic Building	10%

Section 2. To amend Article III, Section 3.H, 3.I, 3.Ib, 3.J, 3.K, 3.L, and 3.M, by removing the items highlighted and stricken through and adding the highlighted as follows:

Section 3.H – Building Type Standards: Mixed Use Building
Transparency. (See III.3.F Measuring Transparency)

3.a. ~~A minimum of twenty (20) percent of all Facades shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of twenty (20) percent transparency.

Section 3.I – Building Type Standards: Commercial Building Type A

Transparency. (See III.3.F Measuring Transparency)

3.a. ~~A minimum of twenty (20) percent of all Facades shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of twenty (20) percent transparency.

Section 3.Ib – Building Type Standards: Commercial Building Type B

3. Facade Requirements. (See Figure 3.I-3)

~~The following requirements apply only to street facing facades, facades facing any Open Space Type and rear facades on parking lots with more than forty (40) percent of required parking.~~

Transparency. (See III.3.F Measuring Transparency)

3.a. ~~A minimum of fifteen (15) percent of all facades facing the Front Property Line shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of fifteen (15) percent transparency.

Section 3.J – Building Type Standards: Cottage Commercial Building

Transparency. (See III.3.F Measuring Transparency)

3.a. ~~A minimum of twenty (20) percent of all Facades shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of twenty (20) percent transparency.

Section 3.K – Building Type Standards: Corridor Building

Transparency. (See III.3.F Measuring Transparency)

3.a. ~~A minimum of twenty (20) percent of all Facades shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of twenty (20) percent transparency.

Section 3.L – Building Type Standards: Warehouse Building

Transparency. (See III.3.F Measuring Transparency)

3.a ~~A minimum of twenty (20) percent of all Facades of the administration/office portion of the building shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of twenty (20) percent transparency. This shall only apply to administration/office portion of the building.

Section 3.M – Building Type Standards: Civic Building

Transparency.

3.a ~~A minimum of ten (10) percent of the all Facades shall have Transparency.~~

Any façade that is facing a public street, zoned open-space, or parking lot with more than thirty (30) percent of the required parking shall have a minimum of ten (10) percent transparency.

Section 3. To amend Article I, Section 4.T.4.C by adding text as follows:

- (6) The outline plan shall be accompanied by a letter stating the Articles and Sections the Developer is requesting flexibility from the requirements of these Land Development Regulations and why the flexibility is required for the development. The letter shall also include any Articles and Sections being exceeded by the PD.

Section 4. To amend Article I, Section 4.T.4.E by adding text as follows:

- g. If not provided as a part of the outline plan, a letter meeting the requirements of I.T.4.C.(6) shall be accompany the PDP.

Section 5. To amend Article III, Section 7.C.8.k by adding text as follows:

- k. Wet detention basins shall include a fountain to reduce excessive algae growth, aerate the water to reduce foul odors, and reduce mosquito activity. The Stormwater Plans shall consist of documentation that proves the fountain and associated pump are of adequate size for the size and shape of the detention basin in which they are being installed. Fountains shall not be installed until seventy-five (75) percent of the houses in the subdivision, or phase thereof are completed or at the discretion of the City Engineer.

Section 6. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

First Reading: April 8, 2021

Public Hearing:

Final Reading:

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*

MEETING CYCLE: Thursday, April 1, 2021

SUBJECT: Ordinance - First Reading - to amend the Official Zoning Map by Rezoning 9905 Memphis Arlington Road, part of Parcel ID L0150 00482, from AG – Agriculture to RE – Exurban

STAFF CONTACT: Richard Donovan, Planning Director

STAFF RECOMMENDATION

The MPC and Staff recommend **approval** of the request for rezoning at 9905 Memphis Arlington Road from Agriculture to Exurban.

BUDGET IMPACT

DISCUSSION

LOCATION: 9905 Memphis Arlington Road
PARCEL ID: Part of L0150 00482
ZONING: A (Agriculture) to RE (Exurban)
NEIGHBORHOOD TYPE: Type II
AREA: 7.46 Acres
OWNER: Eugene and Betty Howard
APPLICANT: Denise Howard
REPRESENTATIVE: Kyle Ham, Ledford Engineering, Planning, and Architecture

LAND USE PLAN:

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

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

"Conservation Overlay" is defined as *"Primarily Planned Developments containing single-family residential lots that require conservation development practices in the design and preservation of natural resources. Areas shall contain substantial passive open space and possibly some limited active open space. Development requires public water and sanitary sewer service."*

Streets may be designed with a rural or urban cross-section as approved by the Municipal Planning Commission and Board of Commissioners.”

UTILITIES:

The property at 9905 Memphis Arlington Road does not currently have access to sewer. The nearest sewer is a 12 line at 10120 Memphis Arlington Road, approximately 0.41 miles away. The Exurban zoning district does allow for the development of property with the use of septic systems.

ALLOWANCES IN LDRs:

Below are two excerpts from the LDRs for the RE zoning district. The first excerpt is the definition of the RE district. The second excerpt is the setback and other bulk requirements of the district.

- a. RE: ExUrban District. RE allows for the large Lot residential development. It permits the construction of the Exurban and Civic Building Types. These areas may be served by a rural level of municipal services (public water and sewer are not required if conditions are met).

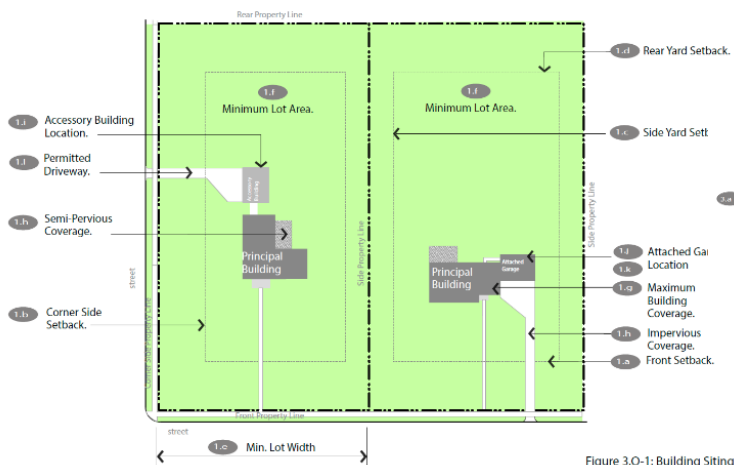


Figure 3.O-1: Building Siting

1. Building Siting. (Refer to Figure 3.O-1)

Street Frontage.

- 1.a Front building Facade shall be set back a minimum of fifty (50) feet from the Front Property Line.
- 1.b Corner side building Facade shall be set back a minimum of fifty (50) feet from the Corner Side Property Line.

Side & Rear Yard Setbacks.

- 1.c Side Yard Setback shall be a minimum of twenty-five (25) feet.

- 1.d Rear Yard Setback shall be a minimum of fifty (50) feet.



Buildable Area.

- 1.e Minimum Lot Width is one hundred fifty (150) feet.
- 1.f Minimum Lot Area is 87,120 square feet (two acres).
- 1.g Maximum Building Coverage shall be six (6) percent of the Lot Area.
- 1.h Maximum Impervious Site Coverage shall be ten (10) percent of Lot Area and an additional five (5) percent of the site may be Semi-Pervious.

Parking & Accessory Buildings (Refer to III.2.Q(2)(a) Accessory Buildings).

- 1.i Surface parking and Accessory Buildings are permitted in the Corner Side, Side, and Rear Yards.
- 1.j Attached garages may be in the Front Yard, but garage doors shall be at a minimum angle of ninety (90) degrees to the Front Property Line.
- 1.k Attached garages with garage doors parallel to the Front Property Line are permitted on the front Facade with the following conditions.

- (1) Attached garage Facade shall be located a minimum of fifteen (15) feet behind the front Facade.
- (2) Attached garage Facade shall not occupy a space larger than thirty (30) percent of the building's total front Facade.
- (3) A porte-cochere is permitted on the front Facade when a Drop-Off Drive is utilized.

Driveways & Access.

- 1.I Access is permitted from a driveway; up to one (1) permitted per Lot.
- (1) One (1) additional driveway is permitted if a Drop-Off Drive is developed. Refer to III.6.G(3) (d) Drop-Off Drive.

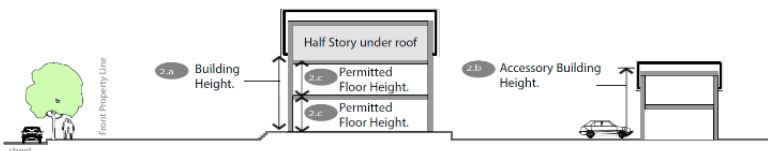


Figure 3.O-2: Height and Use Requirements

2. Height & Use Requirements. (Refer to Figure 3.O-2)

Building & Floor Heights. (See III.3.E Measuring Height)

- 2.a Principal Building height shall be a minimum of one (1) story and a maximum of three (3) stories with a maximum height in feet of forty-two (42) feet.
- 2.b Accessory Building height shall be a maximum of two (2) stories; Accessory Building height shall not exceed the height of the Principal Building.
- 2.c Permitted floor height is a minimum of eight (8) feet, maximum of fourteen (14) feet.

Uses. Refer to III.2 Uses for specific Use information.

Figure 3.O-3: Façade Requirements

3. Residential Façade Requirements. (Refer to Figure 3.O-3)

Transparency. (See III.3.F Measuring Transparency)

- 3.a A minimum of ten (10) percent of the front Façade shall have transparent, non-reflective windows.

Building Entrance.

- 3.b The primary entrance shall be on the front or corner side Façade. Entrances at the corner of the building satisfy this requirement.

Permitted Cap & Base Types. (See III.3.C-D)

- 3.c Permitted Cap Types are parapet, pitched roof, and tower.
- 3.d Permitted Base Types are stoop and porch.

Building Materials. Refer to III.3.A(5) for Building Materials requirements.

POTENTIAL HOUSING COUNT:

Below are potential lot counts based on the requirements of the LDRs. The calculations below estimate the number of lots allowed based on the allowances in the RE district. Staff has provided this as a rough estimate of what the property is likely to yield in terms of the number of lots. Staff has not done a layout on the property.

Lot size	105,705 sf	219,028 sf
Min Lot size	87,120 sf	87,120 sf
Lot Count	1.21	2.51

Estimated Total Lot Count 3 lots

ANALYSIS:

The parcel under consideration has one structure on a lot larger than 5 acres and is classified as a Type II and IV neighborhood (pending amendment). The zoning of surrounding properties is generally AG (Agriculture) except to the west, and those properties are zoned RE (Exurban). Lakeland Commons also is just to the west of the Seed Tick and Memphis Arlington intersection.

The applicant seeks to rezone the property to RE, which meets the Land Use Plan's intent for less than 2.5 units an acre. The Comprehensive Plan requires sewer with the Suburban Neighborhood and Conservation Overlay areas; however, the LDRs allow development on septic for lots greater than 2 acres. The intent of the sewer requirement is to provide service to lots that cannot provide on-site sewage treatment. The concept shows three two-acre lots that are more consistent with the development along Memphis Arlington Road and at the intersection with Seed Tick.

ORDINANCE O-4-2021

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP BY REZONING 9905 MEMPHIS ARLINGTON ROAD, PARCEL ID L0150 00482, FROM AG – AGRICULTURE TO RE – EXURBAN

WHEREAS, the City of Lakeland may amend the official zoning atlas of the City in accordance with Section 13-7-204 of Tennessee Code Annotated; and,

WHEREAS, The property is zoned Agriculture (A) and the applicant wished to rezone the property Exurban (RE) which is compliance with the City's Comprehensive Plan; and,

WHEREAS, the Municipal Planning Commission on March 24, 2021 voted 5 to 0 to recommend approval of the adoption of said Ordinance to the Board of Commissioners; and,

WHEREAS, the City of Lakeland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Lakeland's population; and,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, TENNESSEE, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from AG – Agriculture to RE – Exurban. Approximately 7.46 acres more or less, located at 9905 Memphis Arlington Road as shown on the attached map. For reference, see Instrument Number 03105170 in the Register's Office of Shelby County, Tennessee, and being shown as part of Parcel ID L0150 00482

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

First Reading: April 8, 2021

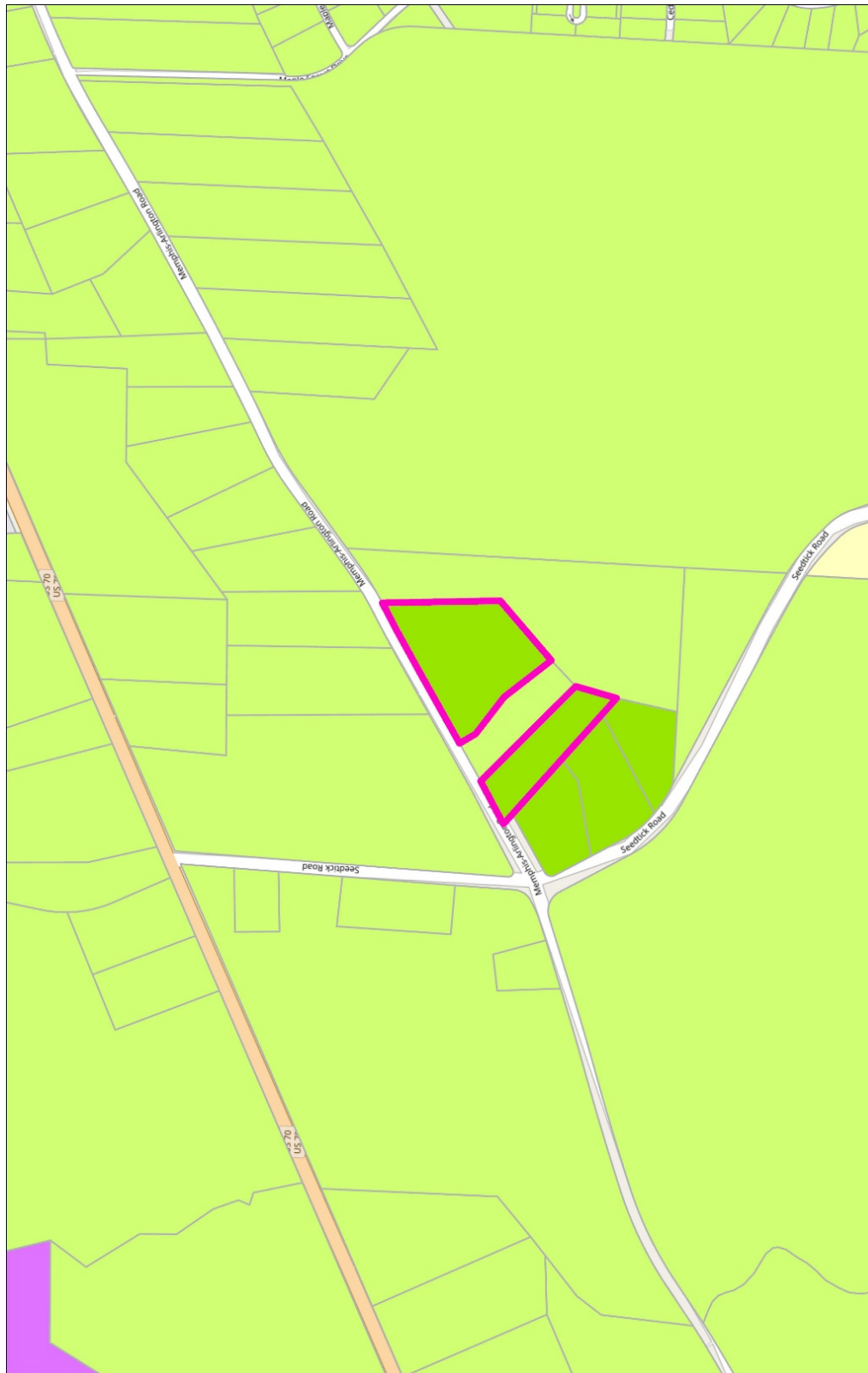
Public Hearing:

Final Reading:

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*



Zoning 9905 Memphis Arlington Road Rezoning A to RE

Legend

Parcel

Zoning District

AG: Agriculture

RE: ExUrban

R-1 (PRD): Planned Low Density Residential

R-1: Suburban Estate

R-2 (PRD): Planned Medium Density Residential

R-2: Suburban Manor

R-2A: Alternate Medium Density Residential

R-3: Suburban Cottage

R7: Multifamily

OS-2: General Open Space

OS-5: Conservation Area

P: Institutional

C-1: Neighborhood Business

C-2: General Business

M1: Light Manufacturing

Subject Property

↖ N ↗



CITY OF LAKE LAND

Application for an Amendment to the Official Zoning Map or Zoning Ordinance

Case No. _____ Parcel ID# _____ Date of Application 01/22/2021

Name of Applicant Ledford Engineering, Planning, & Architecture, LLC.

Address 5567 Commander Drive, Suite 105, Arlington, TN 38002

Daytime Telephone Number 901-867-5220 Email Address kyle@ledforddep.com

If different from the applicant, owner or other person having contractual interest in the property:

Name Denise Howard (Power of Attorney)

Address 9885 Memphis Arlington Road, Lakeland, TN 38002

Daytime Telephone Number _____ Email Address _____

Amendment to Zoning Map

Site Location: 9905 Memphis Arlington Road Present Use Vacant Land

Site Acreage 7.46 Acres Proposed Use(s) Single Family Residential

Present Zoning District (AG) Agriculture Requested Zoning District (RE) Exurban

Reason for Rezoning: Owners are preparing to subdivide and sell portion of property for single family homes.

Amendment to Zoning Text

Section of the Zoning Ordinance to be amended _____

Amendment Requested (attach specific language of proposed amendment using format of Zoning Ordinance).

Reason for text amendment _____

In general, the Planning Commission meets the third Thursday of each month at 5:30 p.m. in the Board Chambers of City Hall located at 10001 U.S. Highway 70. All applications and related plan documents must be received by 4:00 p.m. thirty (30) days prior to the MPC meeting. If the thirty (30) days falls on the weekend, the application/documents must be in by the preceding Friday. Three (3) copies of all required materials, in addition to the required filing fee shall be submitted to the City by the application deadline. Contact the City at 901-867-2717 to confirm deadline and meeting dates and times.

Applicants Signature

Denise Howard

Property Owners Signature (if different from applicant)

01/22/2021

Date

1/22/21

Date

CITY OF LAKELAND
10001 US Highway 70
Lakeland, TN 38002

REVIEW AND RECOMMENDATION OF THE PLANNING COMMISSION

The Planning Commission shall review and make a recommendation to the Board of Commissioners on all proposed amendments to the Zoning Ordinance and Official Zoning Map. No change in or departure from the text or map, as certified by the Planning Commission, shall be made unless such change or departure is first submitted to the Planning Commission for a recommendation of approval and if recommended for disapproval by the Planning Commission, receive the favorable vote of a majority of the entire membership of the Board of Commissioners. During consideration by the Planning Commission, a public hearing will be held to facilitate public comment. Changes in zoning classification and text amendments are approved by Ordinance by the Board of Commissioners and require two (2) separate readings of an Ordinance and a public hearing.

GROUND FOR AMENDMENT

Eligible Applicant: An owner may apply for Rezoning provided that a Preapplication Conference (I.4.A) was completed within the six (6) months prior to application. The Code Administrator or the MPC, on behalf of any City department or the BOC, may also make an application.

ZONING AMENDMENT APPLICATION SUBMISSION CHECKLIST

This application shall be accompanied by maps, drawings and other supportive information necessary to demonstrate that the proposed amendment is in general conformance with the Land Use Plan of the area and that public necessity, convenience, and general welfare require the adoption of the proposed amendment. Specifically, the application shall contain, at a minimum, the following information:

	For Office Use Only
The Applicant shall submit the following to the Code Administrator to constitute a Complete Application. a. Application Form and Fee. If the Applicant is not the City, an application shall be completed and fees paid. The application, fee list, MPC meeting schedule, and submission deadline can be obtained at City Hall. b. Digital and Paper. All Plats and plans shall be submitted in both digital and paper format. c. Rezoning Plan Requirements. (1) A Plat of survey with metes and bounds legal description and property identification number. (2) The plan shall be at a scale of one (1) inch equal to or less than two hundred (200) feet and shall include the date and north arrow, as well as the following information: (a) Present and proposed zoning designation and proposed Use of each Parcel in question. (b) The recommended land Use classification contained in the adopted Land Use Plan of the City. (c) Map of proposed Building and Open Space Types (refer to III.3-4), Conservation Area (refer III.8), Streamside Buffers (refer to III.12) per Lot. (d) Additional Requirements. Applicant shall provide the following unless determined unnecessary by the Code Administrator. (1) Traffic Impact Study (refer to IV.2). (2) Vicinity Map. A vicinity map showing the subject property and all other Parcels, buildings, structures, Rights-of-Way, and Zoning Districts within one thousand (1,000) feet of the outer boundary of the Parcel under consideration. (3) When in conjunction with Preliminary Plat, all submittals for Preliminary Plat are required.	



Sheldandra Y. Ford
Shelby County Register of Deeds

Owner: HOWARD EUGENE SR & BETTY J

Owner:

Parcel Address: 9905 MEMPHIS ARLINGTON RD

Parcel ID: L0150 00482

2020 Appraisal: \$679,900

Tax District: LAKE LAND

Year Built: 2006

Lot Number:

Subdivision:

Plat BK & PG: UNKNOWN

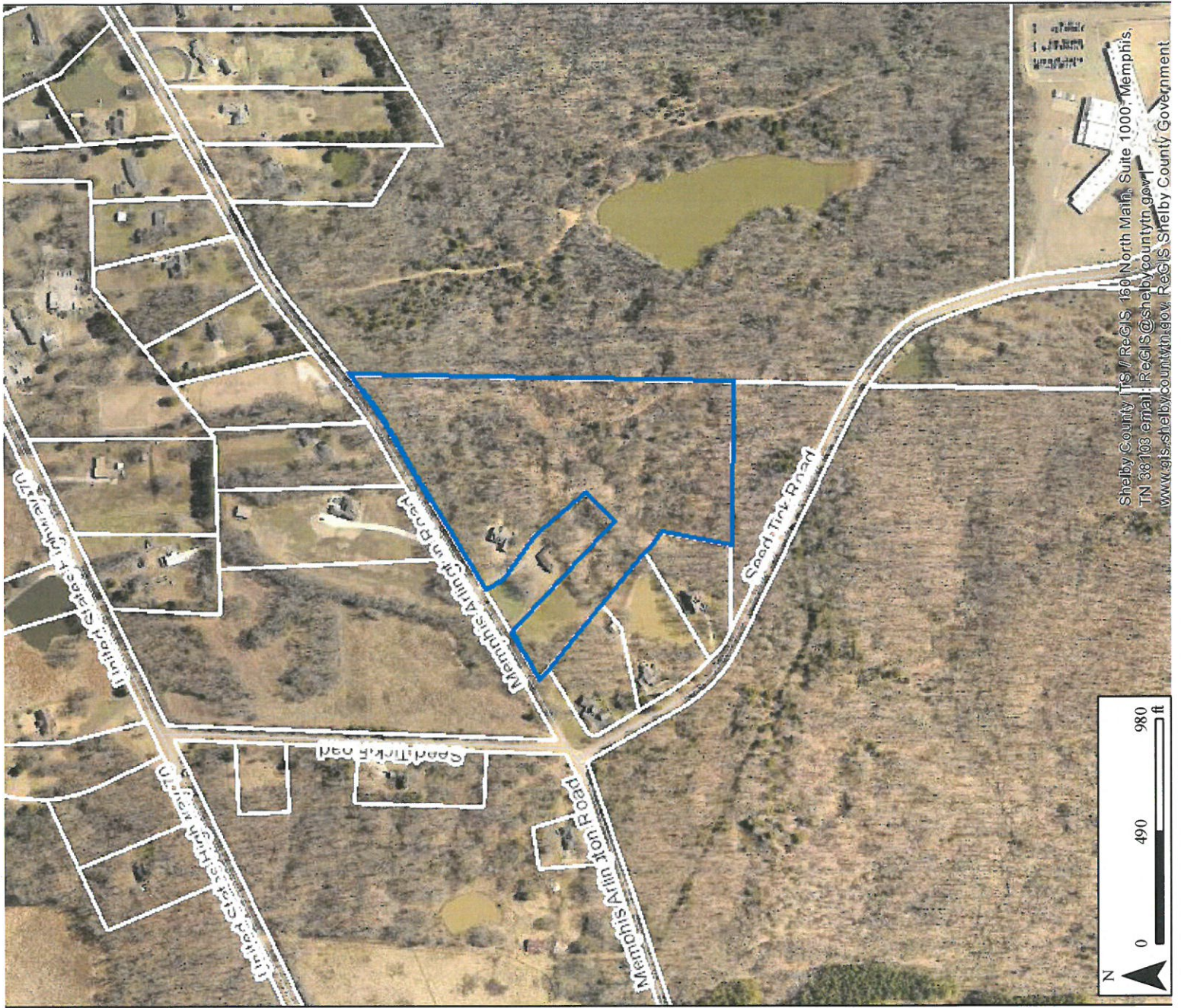
Dimensions:

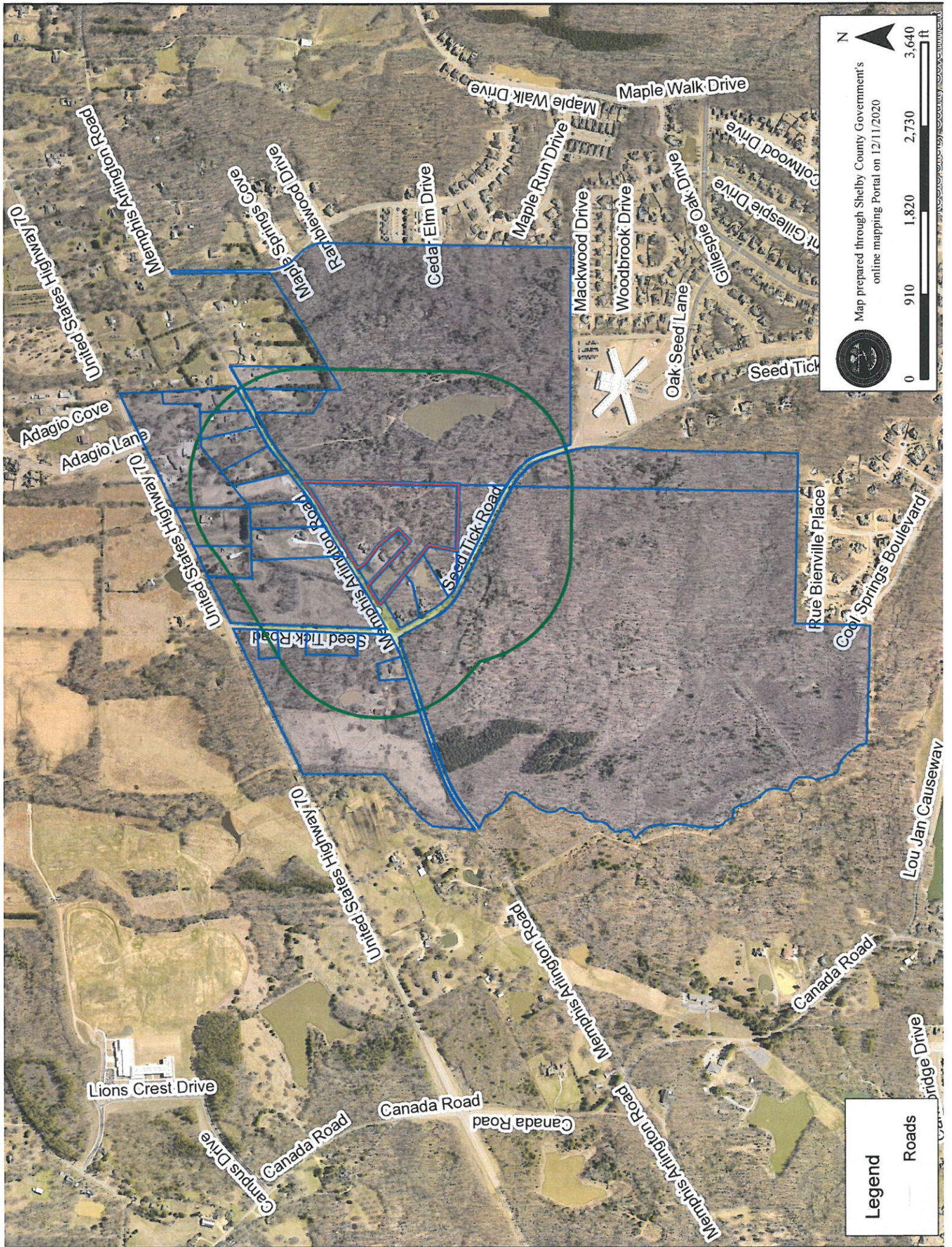
Total Acres: 18.33

Owner Address: 9905 MEMPHIS ARLINGTON RD

LAKE LAND TN

38002 4641





Map prepared through Shelby County Government's
online mapping Portal on 12/11/2020



Legend

Roads

BELZ INVESTCO GP
PO BOX 3661
MEMPHIS TN 38173

HAMILTON LAWRENCE S SR AND JOAN E
3911 WINDOLYN CIR
BARTLETT TN 38133

HOWARD EUGENE SR & BETTY J
9905 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

BROCK MYRA A R
9889 HIGHWAY 70
ARLINGTON TN 38002

THIE MATTHEW A
3933 POTTER WOODS CV S
ARLINGTON TN 38002

CRAFT DALE M & TERESA S
4766 SEED TICK RD
LAKELAND TN 38002

SAGE JERRY W & GEORGIA A
10036 MEMPHIS ARLINGTON RD
ARLINGTON TN 38002

ABDU ADIO I
4746 SEED TICK RD
LAKELAND TN 38002

LAKELAND COMMONS LP
6075 POPLAR AVE #630
MEMPHIS TN 38119

HAWKINS BRIAN & TERESA
9920 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

CLANTON JAMES N & LINDA S
9996 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

TWIN OAKS PLAZA NO 3 LLC
PO BOX 123
ELLENDALE TN 38029

LAKELAND CITY OF
10001 HIGHWAY 70
LAKELAND TN 38002

JONES GILLILAND GROUP LLC
5100 POPLAR AVE #30
MEMPHIS TN 38137

HAWKINS GERALDINE
10050 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

SIMPSON MICHAEL D
10063 MEMPHIS ARLINGTON RD
ARLINGTON TN 38002

LAKELAND CITY OF
10001 HIGHWAY 70
LAKELAND TN 38002

HOWARD JEFF A & DENISE
9885 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

DE KONING MARGARET H & ROELAND
9950 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

COFIE DANIEL Q & SUSAN HAIZEL-COFIE
9016 ANDERTON SPRINGS DR
MEMPHIS TN 38133

MYERS TAYLOR C
10059 MEMPHIS ARLINGTON RD
ARLINGTON TN 38002

HAMILTON LAWRENCE S SR AND JOAN E
3911 WINDOLYN CIR S
BARTLETT TN 38133

OLIVER JEAN P
9853 MEMPHIS ARLINGTON RD
LAKELAND TN 38002

HARRELL TIM S & KRISTIE M
9941 HIGHWAY 70
ARLINGTON TN 38002

JONES JANIE C LIVING TRUST
10018 MEMPHIS ARLINGTON RD
ARLINGTON TN 38002

LAKELAND COMMONS LP
6075 POPLAR AVE #630
MEMPHIS TN 38119



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
03105170	
05/30/2003 - 12:11 PM	
3 PGS : R - WARRANTY DEED	
BUDDY 138752-3105170	
VALUE	373900.00
MORTGAGE TAX	0.00
TRANSFER TAX	1383.43
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	1401.43
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

THIS INSTRUMENT PREPARED BY:
THE SCHNEIDER LAW FIRM
6363 Poplar, Suite 101
Memphis TN 38119
SLF File Number: 03-2343

RETURN TO:
SHAW & PORTEOUS, P.C.
6075 POPLAR AVENUE
SUITE 420
MEMPHIS, TN 38119

WARRANTY DEED

THIS INDENTURE IS made and entered into this the 15th day of May, 2003, by and between **GILBERT L. RIVERA and wife, BEVERLE J. RIVERA**, party of the first part, and **EUGENE HOWARD, SR.**, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the party of the second part the following described real estate, situated in Shelby County, Tennessee:

Lot 1, HILLWOOD FARMS Subdivision and the RIVERA 22.02 acre tract, formerly the WILLIAM BARMER and JEAN BARMER 22.02 acres in the SUSIE CANADA 101.92 acres in the RICHARD JONES 177.75 acre Entry #203 and in the THOMAS WORTHAM 200 acre Entry #111, located in Lakeland, Shelby County, Tennessee, and being more particularly described as follows:

BEGINNING at a found iron pipe in the northeasterly corner of the 4.60 acre tract conveyed to GARY & DIANE DIXON (Y7 0706), formerly the W.L. JONES 152 acres, being the southeasterly corner of the tract herein conveyed, and being in the westerly line of the 61.80 acre tract conveyed to BELZ INVESTCO L.P. (AW 5946) formerly the tract conveyed to HAGGARD by Deed of Record in Book 5437, Page 84, in the Register's Office of Shelby County, Tennessee; thence proceed South 86 degrees 43 minutes 12 seconds West, along DIXON'S northerly line, a distance of 607.72 feet to a found iron pin, said point being the southeasterly corner of the 7.0 acre tract conveyed to JEAN P. OLIVER, ALBERT L. and MARION O. CARSON by Deed of Record in Instrument # JT 8781; thence proceed North 02 degrees 02 minutes 28 seconds East, along OLIVER and CARSON'S easterly line, a distance of 247.50 feet to a found iron pin; thence proceed North 54 degrees 08 minutes 53 seconds West, continuing along said OLIVER and CARSON'S easterly line, a distance of 666.48 feet to a found P.K. nail in the centerline of the Memphis-Arlington Road, said point being 315.33 feet eastwardly of the intersection of the centerline of Memphis-Arlington Road and the centerline of Seed Tick Road; thence proceed northeastwardly along said centerline of the Memphis-Arlington road the following courses: North 54 degrees 31 minutes 15 seconds East, a distance of 376.85 feet; North 53 degrees 17 minutes 38 seconds East a distance of 508.81 feet; North 53 degrees 07 minutes 06 seconds East, a distance of 212.31 feet; North 49 degrees 21 minutes 19 seconds East, a distance of 186.27

feet to a set P.K. nail, said point being the common corner of Lot 1 and Lot 2, HILLWOOD FARMS Subdivision; thence proceed South 06 degrees 35 minutes 19 seconds East, along the line dividing Lot 1 and Lot 2, a distance of 872.47 feet to a set iron pin in the northerly line of said BELZ INVESTCO Tract; thence proceed South 46 degrees 42 minutes 38 seconds West, along said BELZ INVESTCO northerly line, a distance of 31.13 feet to a found iron pin, said point being the northwesterly corner of said BELZ INVESTCO 61.80 acres; thence proceed South 03 degrees 40 minutes 10 seconds East a distance of 208.05 feet to a found iron pin; thence proceed South 04 degrees 23 minutes 13 seconds East a distance of 279.66 feet to the point of beginning. Containing 885,574 square feet or 20.33 acres.

Being part of the property conveyed to GILBERT L. RIVERA and wife, BEVERLE J. RIVERA, by Warranty Deeds recorded in Book 5524, Page 41, and the same property conveyed to GILBERTO L. RIVERA and wife, BEVERLE JUNE REIVERA under Instrument Number M1 2858, in the above Register's Office. GILBERT L. RIVERA covenants and warrants that he is one and the same as GILBERTO L. RIVERA, and BEVERLE J. RIVERA covenants and warrants that she is one and the same as BEVERLE JUNE RIVERA.

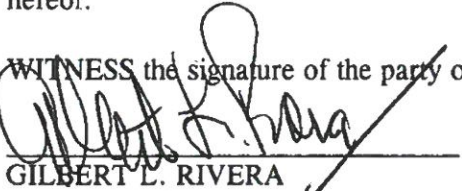
This conveyance is made subject to 2003 County and City of Lakeland taxes, not yet due and payable, which the party of the second part assumes and agrees to pay; and easements recorded in Book 1918, Page 241, Book 3177, Page 284, and in Book 6006, Page 140; and deed restrictions recorded under Instrument Numbers L7 9378 and M1 2858, all recorded in the above Register's Office; and any part underlying Memphis-Arlington Road. This conveyance is made subject to all Rollback taxes, which the party of the first part covenants and warrants it will pay prior to the delinquency date.

TO HAVE AND TO HOLD the above described real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the party of the second part, its heirs, successors and assigns in fee simple forever.

The party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the above described real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as described above; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part as of the day and year first above written.


GILBERT L. RIVERA

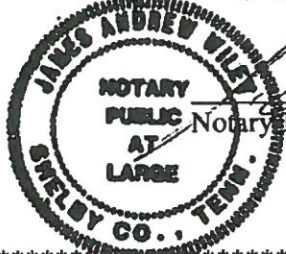

BEVERLE J. RIVERA

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 15th day of May, 2003, before me, the undersigned Notary Public, personally appeared GILBERT L. RIVERA and BEVERLE J. RIVERA, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and who acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this 15th day of May, 2003.

My Commission Expires: ~~6/23/2004~~
5/16/06



I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **\$373,900.00** which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Deirdre R. Berry
Affiant

Subscribed and sworn to before me this the 14th day of May, 2003.

Linda Davis
Notary Public

My commission expires: _____

Property Address: vacant

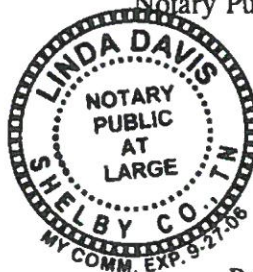
Tax I.D. Number: L01-050-00428

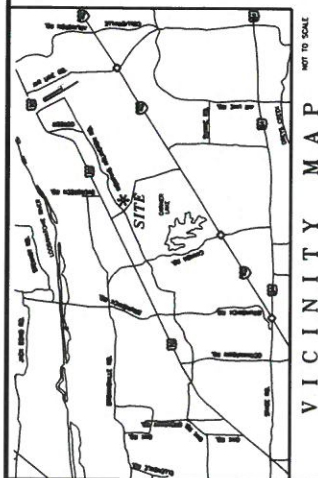
Person or agency responsible for payment of taxes:

Eugene Howard Sr
107 Walnut Bend
Cordova TN 38018

Property owner and address:

Eugene Howard Sr
107 Walnut Bend
Cordova TN 38018





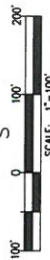
LEGAL DESCRIPTION OF LOT 3,

COMMENCING AT A POINT (P.O.C.) BEING THE INTERSECTION OF THE CENTERLINE OF
SEED TUCKER ROAD (66' R.O.W.) AND THE CENTERLINE OF MEMPHIS ARJUNION ROAD
(66' R.O.W.) VARIANCE; THENCE N61°56'37"E A DISTANCE OF 315.27 FEET TO A POINT (P.O.B.)
N.A.L.; SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE S61°50'39"E A
DISTANCE OF 198.95 FEET TO A POINT (P.O.B.) N.A.L.; SAID POINT BEING THE NORTHEAST
CORNER OF LOT 1; THENCE S01°00'00"E A DISTANCE OF 150.58 FEET TO A POINT (P.O.B.)
N.A.L.; SAID POINT BEING THE NORTHEAST CORNER OF LOT 2; THENCE S02°00'00"E A
DISTANCE OF 288.47 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S30°00'00"E
A DISTANCE OF 474.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER
OF LOT 3; THENCE M40°16'1"E A DISTANCE OF 148.45 FEET TO A POINT, SAID POINT
BEING THE SOUTHEAST CORNER OF LOT 3; THENCE N52°50'4"W A DISTANCE OF 479.35
FEET TO A POINT ON THE CENTERLINE OF MEMPHIS ARJUNION ROAD (R.O.W.) VARIANCE;
THENCE S07°00'00"E A DISTANCE OF 146.53 FEET TO A POINT (P.O.B.) N.A.L.; THENCE
S01°00'00"E A DISTANCE OF 198.95 FEET TO A POINT (P.O.B.) N.A.L.; THENCE S01°00'00"E
A DISTANCE OF 150.58 FEET TO A POINT (P.O.B.) N.A.L.; THENCE S02°00'00"E A DISTANCE OF
288.47 FEET TO A POINT (P.O.B.) N.A.L.; THENCE S30°00'00"E A DISTANCE OF 474.45 FEET TO A
POINT (P.O.B.) N.A.L.; THENCE S61°50'39"E A DISTANCE OF 198.95 FEET TO A POINT (P.O.B.)
N.A.L.; THENCE N61°56'37"E A DISTANCE OF 315.27 FEET TO A POINT (P.O.C.) BEING THE
INTERSECTION OF THE CENTERLINE OF SEED TUCKER ROAD (66' R.O.W.) AND THE CENTERLINE
OF MEMPHIS ARJUNION ROAD (66' R.O.W.) VARIANCE; BEING 100.00 SQUARE FEET OR 21.21 ACRES MORE OR LESS.

Ledford
Engineering • Planning • Architecture
5567 Commander Drive, Suite 105, Arlington, TN 38002
phone: 901.867.6220 fax: 901.867.5331

LEPA JOB: 1468-00

TOTAL LOTS: 3
ZONED: R-2
SCALE: 1"=100'
SHEET 1 OF 2



Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving a reduction in the Security for Public and Common Improvements in Oakwood Grove Subdivision Phase 2 *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, authorize the reduction of Security for Public and Common Improvements in Oakwood Grove Subdivision Phase 2 from Ninety-Two Thousand Dollars (\$92,000) to Twenty-Thousand Dollars (\$20,000).

BUDGET IMPACT

The Twenty Thousand Dollar (\$20,000) Security will be retained for the warranty remaining on the surface course asphalt.

DISCUSSION

The Final Plat for Oakwood Grove Subdivision Phase 2 was approved by the Municipal Planning Commission on May 16, 2019. The Board of Commissioners reduced the Security to Ninety-Two Thousand Dollars (\$92,000) in June 2019, upon Acceptance of Public Improvements. The final surface asphalt has been placed and the one (1) year warranty on all other public infrastructure has expired. The Engineer recommends retaining Twenty Thousand Dollars (\$20,000) for the one (1) year warranty remaining on the final surface course asphalt.

RESOLUTION R-23-2021

A RESOLUTION AUTHORIZING THE REDUCTION OF SECURITY FOR PUBLIC AND
COMMON IMPROVEMENTS IN OAKWOOD GROVE SUBDIVISION PHASE 2

WHEREAS, TFB, LLC issued a letter of credit to the City of Lakeland as a Security for the construction of Public and Common Improvements in Oakwood Grove Subdivision Phase 2 in the amount of One Hundred Seventy-Seven Thousand One Hundred Sixty-Seven Dollars and Thirty-Four Cents (\$177,167.34); and,

WHEREAS, in June 2019, the Board of Commissioners accepted Public Improvements and reduced the Security to Ninety-Two Thousand Dollars (\$92,000); and,

WHEREAS, the final surface asphalt has been placed and the warranty period for all other public infrastructure has expired; and,

WHEREAS, the City Engineer has reviewed the request for reduction of security and recommends a reduction from Ninety-Two Thousand Dollars (\$92,000) to Twenty Thousand Dollars (\$20,000).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: hereby authorize the reduction of the Security for Public and Common Improvements in Oakwood Grove Subdivision Phase 2 from Ninety-Two Thousand Dollars (\$92,000) to Twenty Thousand Dollars (\$20,000).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 8th day of April 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving a Traffic Signal Maintenance Memorandum of Understanding with City of Memphis *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a Traffic Signal Maintenance Memorandum of Understanding with City of Memphis for traffic signal maintenance.

BUDGET IMPACT

The City of Memphis Signal Maintenance Department currently performs maintenance on all Lakeland traffic signals. The City is charged rates equal to the cost incurred by the City of Memphis for labor, equipment and materials.

DISCUSSION

City of Memphis Signal Maintenance Department provides on-call maintenance on all traffic signals in the City of Lakeland as well as neighboring jurisdictions. Historically, there has not been a formal agreement documenting the terms of the arrangement. The City of Memphis has drafted the attached Memorandum of Understanding for all municipalities to provide an agreement for these services.

TRAFFIC SIGNAL MAINTENANCE
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into on the ____ day of _____, 2021, by and between the City of Memphis, Tennessee, hereinafter referred to as MEMPHIS, and the City of Lakeland, Tennessee, hereinafter referred to as JURISDICTION,

WITNESSTH, That:

WHEREAS, The City of Memphis has provided On-Call Traffic Signal Maintenance services to neighboring Jurisdictions for several years, and

WHEREAS, This arrangement initially began when Traffic Signal Maintenance was transitioned from MLGW, which provided county wide services, and taken over by the City of Memphis, and

WHEREAS, In an effort to limit disruption to the surrounding Jurisdictions after this transition, the City of Memphis agreed to provide continued Traffic Signal Maintenance services to the Jurisdictions at a rate equal to the cost incurred by the City of Memphis, and

WHEREAS, Since the time of the transition of Traffic Signal Maintenance services from MLGW to the City of Memphis, there has never been a formal agreement documenting the terms of this arrangement, and

WHEREAS, The City of Memphis and the City of Lakeland desire to foster an atmosphere of cooperation by entering into a Memorandum of Understanding (MOU) to document the terms of the Traffic Signal Maintenance service agreement.

NOW THEREFORE, the parties, in consideration of mutual promises herein contained, and for other goods and valuable consideration, receipt of which is hereby acknowledged by all parties, hereby agree as follows:

GENERAL PROVISIONS

The City of Memphis is under no obligation to maintain a certain quantity of equipment or materials for the Jurisdiction receiving Traffic Signal Maintenance services. It is understood that the City of Memphis will provide Traffic Signal Maintenance services utilizing equipment, materials, and supplies available in the existing inventory.

The Jurisdiction has no specific rights or entitlements to any equipment, materials, or supplies owned by the City of Memphis. All equipment, materials, and supplies within the City of Memphis inventory are solely the property of the City of Memphis and will be utilized in the execution of Traffic Signal Maintenance services as needed for each specific service call.

The City of Memphis is responsible for ensuring the safety of all citizens and visitors to the City. It is understood that the first priority of the City of Memphis will be to address any maintenance issues within the City of Memphis prior to addressing maintenance issues outside of the City. Service calls in the City of Memphis will always take priority over any service calls from the Jurisdiction.

The City of Memphis shall not be bound or obligated to respond to any maintenance issues outside of the City of Memphis within a certain time period. However, the City Memphis will strive to address any maintenance calls from the jurisdiction within 24 hours. If the City of Memphis can not respond within 24 hours due to maintenance issues within the City of Memphis, or other reasons, advance notice will be provided to the jurisdiction.

The City of Memphis shall have the authority to cease Traffic Signal Maintenance services outside of the City of Memphis at any time during the life of this MOU. If the City of Memphis decides that it can no longer provide Traffic Signal Maintenance services outside of the City; the jurisdiction will be provided with advance notification of at least (12) months prior to services being terminated.

SCOPE OF SERVICES

Pursuant to the Memorandum of Understanding (MOU), the City of Memphis will provide the Traffic Signal Maintenance services described in Exhibit A.

FEE STRUCTURE

The City of Memphis shall charge fees for providing Traffic Signal Maintenance services consistent with the fee structure provided in Exhibit B. The City of Memphis will review the fee structure noted in Exhibit B on a periodic basis to ensure that the Maintenance Service Charges adequately cover the cost of providing these services to the jurisdiction. The City of Memphis shall have the authority to adjust the fee structure noted above at any time during the life of this MOU. The jurisdiction will be notified about any pending fee adjustments at least (6) months in advance of new fees taking effect. The adjustment of the fee structure shall be considered an administrative change and will not require a formal amendment to the MOU.

EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This MOU shall take effect upon execution by both parties. This MOU shall be effective for a period of five years from the date of execution and shall renew automatically unless terminated by written notification by one or both parties. Each renewal period may not exceed five years. There shall be no limit to the number of renewals unless so specified in a subsequent renewal MOU.

This MOU may be amended upon mutual consent and formal execution by both parties.

This MOU shall be terminated upon mutual consent of both parties or by one party, upon formal written notice.

SEVERABILITY

If any section, sentence, clause, or phrase of this MOU is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this MOU.

ATTORNEY'S FEES

In the event that any action or proceeding is commenced to enforce the provisions of this MOU, the prevailing party, to the extent permitted by applicable law, shall be entitled to its reasonable attorney's fees, court costs and expenses.

VENUE

The Parties agree that the appropriate venue for any legal actions arising out of this MOU are the Chancery Court of Shelby County, Tennessee, or, if federal jurisdiction exists, the United States District Court for the Western District of Tennessee.

GOVERNING LAW

This MOU will be construed in accordance with the laws of Tennessee and any litigation will be brought in the courts of Tennessee as stated above.

The remainder of this page left blank intentionally

CITY OF MEMPHIS, TENNESSEE

By _____
Jim Strickland, Mayor

Date: _____

By _____
City Engineer

Date: _____

APPROVED AS TO LEGAL FORM AND CONTENT:

By _____
City Attorney

ATTEST:

By _____
Comptroller

CITY OF LAKELAND, TENNESSEE

By _____
Mayor, City of Lakeland

Date: _____

By _____
City Engineer

Date: _____

By _____
City Attorney

ATTEST:

By _____
City Clerk/ Recorder

Exhibit A

Traffic Signal Maintenance Services

The City of Memphis Traffic Signal Maintenance Department will provide on-call Traffic Signal Maintenance Services including, but not limited to the services listed below....

- Flashing Signal Maintenance Calls
- Lamp/Bulb Out Maintenance Calls
- Vehicle Detection Troubleshooting/Repair
- Emergency Vehicle Preemption Troubleshooting/Repair
- Damaged Signal Equipment Repair
- Damaged Field Wire/Conduit/Pull Box Repair
- Timing Changes
- Controller Time Clock Synchronization
- Signal Head Alignment Maintenance Calls
- Broken Tether Wire Repair
- Traffic Signal Related Sign Maintenance
- Pedestrian Detection Troubleshooting/Repair
- Load Switch Maintenance
- Signal Monitor/MMU Maintenance
- School Flasher Maintenance
- Traffic Signal Height Adjustment
- Removing Traffic Signals
- Damaged Cabinet Repair
- Signal Operations Check
- New Signal Inspection / Turn on

Emergent/Emergency calls involving knockdowns (pole/cabinet) will be responded to as soon as possible. The location will be made passable by the removal of equipment, debris, etc. It will then be the responsibility of the jurisdiction's Engineering/Public Works/Police Department for further disposition if City of Memphis, Traffic Signal Maintenance staff cannot fully repair the issue within a timely manner.

During major storm events it is understood that City of Memphis, Traffic Signal Maintenance staff may not be able to respond to maintenance calls from the Jurisdiction due to needs within the City of Memphis. In this situation each jurisdiction should have a backup plan in place to cover storm damage maintenance.

School Flasher Maintenance

Programming for Automatic Time Clocks is performed once a year for all jurisdictions prior to the new school year. This work is typically performed in the months of June and July. The cost associated with setting up the Jurisdiction's School Flasher timing plan and field programming the School Flasher equipment will be performed on an overtime basis.

New construction inspection/acceptance testing

City of Memphis, Traffic Signal Maintenance will perform final acceptance inspections of new or modernized Traffic Signals and School Flashers installed by contractors on TDOT, Local Programs, or Jurisdiction contracted projects if requested by the jurisdiction. The cost associated with this Inspection work will be handled on an overtime basis.

Minor Construction Projects

City of Memphis, Traffic Signal Maintenance can perform minor construction projects such as installing School Flashers if requested by the jurisdiction. The cost associated with this minor construction work will be handled on an overtime basis.

Underground Utility Locate Requests

Each individual jurisdiction is responsible for responding to TN-811, (One Call/Call Before You Dig) locate requests. Each jurisdiction should have their Traffic Signal underground field wires and Traffic Signal fiber optic communication lines listed as a member service with TN-one call. The one exception for this provision will be the City of Memphis Trunk Line fiber that runs through the entire county. This Trunk Line fiber will be located by the City of Memphis at no cost to the Jurisdiction.

Contractor Maintenance

If the Jurisdiction elects to have maintenance performed at an intersection by a Contractor, the Jurisdiction shall inform City of Memphis, Traffic Signal Maintenance that the Contractor is working on that particular intersection and has total responsibility for the current maintenance/repairs. This will allow City of Memphis, Traffic Signal Maintenance to retain proper maintenance documentation for the intersection.

Exhibit B

Maintenance Service Charges

All maintenance calls will be billed a (1) hour minimum charge for a two-man crew and a bucket truck.

Maintenance Service Charges will include the following items:

Labor + Fringe/Overhead – (Labor = Current Hourly Rates), (Fringe/OH = Hourly Rate x 70%)

Equipment – FEMA rates will apply.

Materials/Parts – Direct cost for material/parts plus a restock fee of 25%

Liability charge – A 15% surcharge will be applied to the subtotal of the entire monthly bill to address potential liability

The City of Memphis will review the fee structure noted above on a periodic basis to ensure that the Maintenance Service Charges adequately cover the cost of providing these services to the jurisdiction.

The City of Memphis shall have the authority to adjust the fee structure noted above at any time during the life of this MOU. The Jurisdiction will be notified about any pending fee adjustments at least (6) months in advance of new fees taking effect.

The adjustment of the fee structure shall be considered an administrative change and will not require a formal amendment to the MOU.

Various services as noted in Exhibit A will need to be provided on an overtime basis due to City of Memphis staffing limitations. The Overtime Labor Rate shall be considered the current hourly labor rate multiplied by 1.5. (Overtime Labor Rate = Current Hourly Labor Rate x 1.5)

RESOLUTION R-24-2021
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TRAFFIC SIGNAL
MAINTENANCE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
MEMPHIS

WHEREAS, the City of Memphis Signal Maintenance Department performs on-call maintenance on traffic signals within the City of Lakeland; and,

WHEREAS, the City of Memphis wishes to establish a formal agreement related to these services; and,

WHEREAS, the City of Memphis provides the service at a cost equal to the cost incurred by the City of Memphis for the work including labor, equipment and materials.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the Mayor is hereby authorized and directed to execute, and the City Recorder to attest, a Traffic Signal Maintenance Memorandum of Understanding with the City of Memphis.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 8th day of April, 2021, public welfare requiring it.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - to approve the purchase of two 4" submersible pumps from Tencarva Machinery Company *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners authorize the purchase of two 4" submersible pumps from Tencarva Machinery Company

BUDGET IMPACT

The cost of the pumps is \$30,932. This purchase has no budget impact, as capital assets purchased in Enterprise Funds are reflected on the Statement of Net Position (Balance Sheet), as opposed to budgetary schedules.

DISCUSSION

Sewer pump station #10 located on Canabridge Drive has been operating at low pressure limiting the amount of wastewater it is able to transport. After inspecting Pump #1 the impeller and various other parts need to be replaced. The pumps are discontinued therefore the parts required are unavailable. The pump station is currently operating on one pump however that pump is operating at low pressure as well. Due to the urgent nature of the repair, the City has ordered two new pumps to replace the pumps at Pump Station #10.

RESOLUTION R-25-2021

A RESOLUTION TO APPROVE THE PURCHASE OF TWO 4" SUBMERSIBLE
PUMPS FROM TENCARVA MACHINERY COMPANY

WHEREAS, the pumps at sewer pump station #10 located on Canabridge Drive are failing; and,

WHEREAS, the parts to repair the pumps are unavailable due to the age of the pumps; and,

WHEREAS, the purchase will be reflected on the Sewer Fund Statement of Net Position as a capital asset.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to purchase two 4" submersible pumps in the amount of Thirty Thousand Nine Hundred Thirty-Two Dollars (\$30,932.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 8th day of April 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving a Residential Development Contract for The Estates at Chambers Chapel Planned Development Phase 2 *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a residential development contract with CW Development, LLC for The Estates at Chambers Chapel Planned Development Phase 2

BUDGET IMPACT

Development fees associated with The Estates at Chambers Chapel PD Phase 2 are as follows:

Sewer Fund	\$68,000.00
General Fund	<u>\$44,035.02</u>
Total Due	\$112,235.02

Also included is a Security for Public and Common Improvements in the amount of \$125,678.38. These monies are available for improvements not completed by the Developer.

DISCUSSION

The Estates at Chambers Chapel PD is a 100-acre residential development on Chambers Chapel Road east of Oakwood Subdivision. The development consists of a total of 95 single-family lots. Phase 2 includes the development of 22 lots on the southeast side of the property adjacent to Phase 1. The development includes constructing all roads, sanitary and storm sewer facilities, and all utilities associated with residential lots. A copy of the development contract is attached.

RESOLUTION R-26-2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH CW DEVELOPMENT, LLC FOR A 22-LOT SUBDIVISION TO BE KNOWN AS THE ESTATES AT CHAMBERS CHAPEL PLANNED DEVELOPMENT PHASE 2

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG which contains approximately 115 acres, also identified by Parcel ID # LO151 00482 and LO151 00123 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop a portion of the Subdivision Site into a 22-lot subdivision to be known as THE ESTATES AT CHAMBERS CHAPEL PLANNED DEVELOPMENT PHASE 2 ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the Preliminary Development Plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction

RESOLUTION R-26-2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL
SUBDIVISION DEVELOPMENT CONTRACT WITH CW DEVELOPMENT, LLC FOR A
22-LOT SUBDIVISION TO BE KNOWN AS THE ESTATES AT CHAMBERS CHAPEL
PLANNED DEVELOPMENT PHASE 2

Plat/Plan, duly prepared by Developer subject to review and
recommendation of the City Engineer and the City Planner or person(s)
designated by the City Manager; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of
Lakeland, Tennessee: That the Mayor is hereby authorized to execute a development
contract with **CW Development, LLC** for a 30-lot subdivision to be known as **The Estates
at Chambers Chapel Planned Development Phase 2**

PASSED AND ADOPTED on this 8th day of April 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, 20____, by and between **CW DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG which contains approximately 115 acres, also identified by Parcel ID # LO151 00482 and LO151 00123 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 22-lot subdivision to be known as **The Estates at Chambers Chapel Planned Development Phase 2** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated May 2016, approved by the MPC August 18, 2016 and BOC September 8, 2016, Preliminary Development Plan dated November 2017, approved by the MPC November 16, 2017 and BOC December 14, 2017, Outline Plan and Preliminary Development Plan Amendment dated November 2017, approved by the BOC May 10, 2018, Outline Plan and Preliminary Development Plan Amendment dated August 2018, approved by the MPC August 16, 2018 and BOC September 6, 2018 and Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

- (f) The requirements of the Tennessee Department of Environment and Conservation.

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

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

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

OWNERSHIP

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

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

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

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

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **One Hundred Twenty-Five Thousand Six Hundred Seventy-Eight Dollars and Thirty-Eight Cents (\$125,678.38)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

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

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

TIME SCHEDULE

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

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

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

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

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

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

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

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

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

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

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

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

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

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

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision.

Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

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

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

WARRANTY

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

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

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any

defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Sixty-Eight Thousand Two Hundred Dollars (\$68,200)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

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

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

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer

determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Eleven Thousand Dollars (\$11,000)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall

contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

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

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

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

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

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

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

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

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

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

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if after its organization, it ceases to function or exist, then in the event the City of Lakeland, in accordance with applicable law and/or ordinances relating to safety or health issues, expends funds to maintain or repair common area, the expenses thereof plus an administrative fee shall become a lien when duly recorded in the Shelby County Register’s Office (“SCRO”), on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. Such lien shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by the lien of any deed of trust, mortgage instruments or encumbrances duly recorded against any respective lot in the SCRO prior to the recording of such lien by the City of Lakeland. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Six Thousand Six Hundred Dollars (\$6,600.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Seven Thousand One Hundred Dollars (\$7,100.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Two Thousand Three Hundred Dollars (\$2,300.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Six Hundred Eighty-Five Dollars (\$685.00)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Two Thousand Two Hundred Dollars (\$2,200.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand Nine Hundred Forty Dollars (\$1,940.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **One Thousand One Hundred Dollars (\$1,100.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Seven Hundred Eighty-Eight Dollars (\$788.00)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

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

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

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

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

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

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

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

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Nine Thousand Seventy-Two Dollars and Two Cents (\$9,072.02)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

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

- (ii) DEVELOPER
CW DEVELOPMENT, LLC
251 GERMANTOWN BEND COVE SUITE B
CORDOVA, TN 38018

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

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

79. Miscellaneous. Notwithstanding any provision herein to the contrary, the following shall control:

- (a) Any requirement in this Agreement for the construction of "Sidewalks" and "Curbs and Gutters" shall be limited to those areas as shown on the "Preliminary Development Plan."

OVERALL FEE/COST SUMMARY

(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$68,200.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$11,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$6,600.00
(8)	Construction Inspection Fee	\$7,100.00
(9)	Administrative Review Fee	\$2,300.00
(10)	Geographical Information Systems Fee	\$1,250.00
(11)	Natural Resources Inventory & Analysis Fee	\$685.00
(12)	Parkland Improvement Fee	\$2,200.00
(13)	Tree Removal Fee	\$1,940.00
(14)	Warning Siren Fee	\$1,100.00
(15)	Parkland Review Fee	\$788.00
(16)	Parkland Dedication Fee	<u>\$9,072.02</u>
Total		\$112,235.02

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, **2021**.

DEVELOPER:
CW DEVELOPMENT, LLC
A Tennessee Limited Liability Company

By: Martin Cook

CITY OF LAKELAND:

By:_____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

DATE APPROVED BY BOARD OF COMMISSIONERS: _____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My Commission Expires: _____

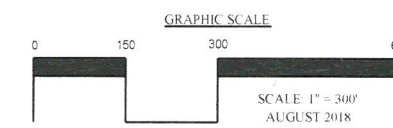
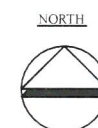
EXHIBIT "A"

Subdivision Development Fees Worksheet					
Estates of Chambers Chapel Phase 2			22 Lots	19.4 Acres	
	Per Lot Fee				
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$68,200.00		
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A		
Sewer Connection Fee (per connection)			N/A		
Drainage Control Fee w/basin (per lot)	\$500.00		\$11,000.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A		
Payment in Lieu of Construction - Chambers Chapel Road			N/A		
Engineering Review Fee (per lot)	\$300.00		\$6,600.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$7,100.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$2,300.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$685.00		
Street Light Fee	100% of Cost		N/A		
Road Cut Fees	\$35.00		N/A		
Warning Siren (per lot)	\$50.00		\$1,100.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,940.00		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,250.00		
Parkland Improvement Fee (per lot)	\$100.00		\$2,200.00		
Parkland Review Fee (\$400 + \$20 per acre)	Varies		\$788.00		
		Total =	\$103,163.00		
	Acres/Lot =	0.88181818			
Park Land Formula (D=LxAxPxM)					
L=Number of Lots (D.U.)	L =	22			
A=Avg. Family Size - use 2.94	A =	2.94			
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010			
M=Density Multiplier from Table 2 of Sub. Regs	M =	1			
D=Dedication in acres	D =	0.6468	Acres		
Land Appraisal Value (per acre)		\$14,026.00			
Total Dollar Value Required in Lieu of Dedication		=	\$9,072.02		
Total Amount Due			\$112,235.02		

MASTER PLAN EXHIBIT I



The Estates at Chambers Chapel Planned Development Lakeland, Tennessee



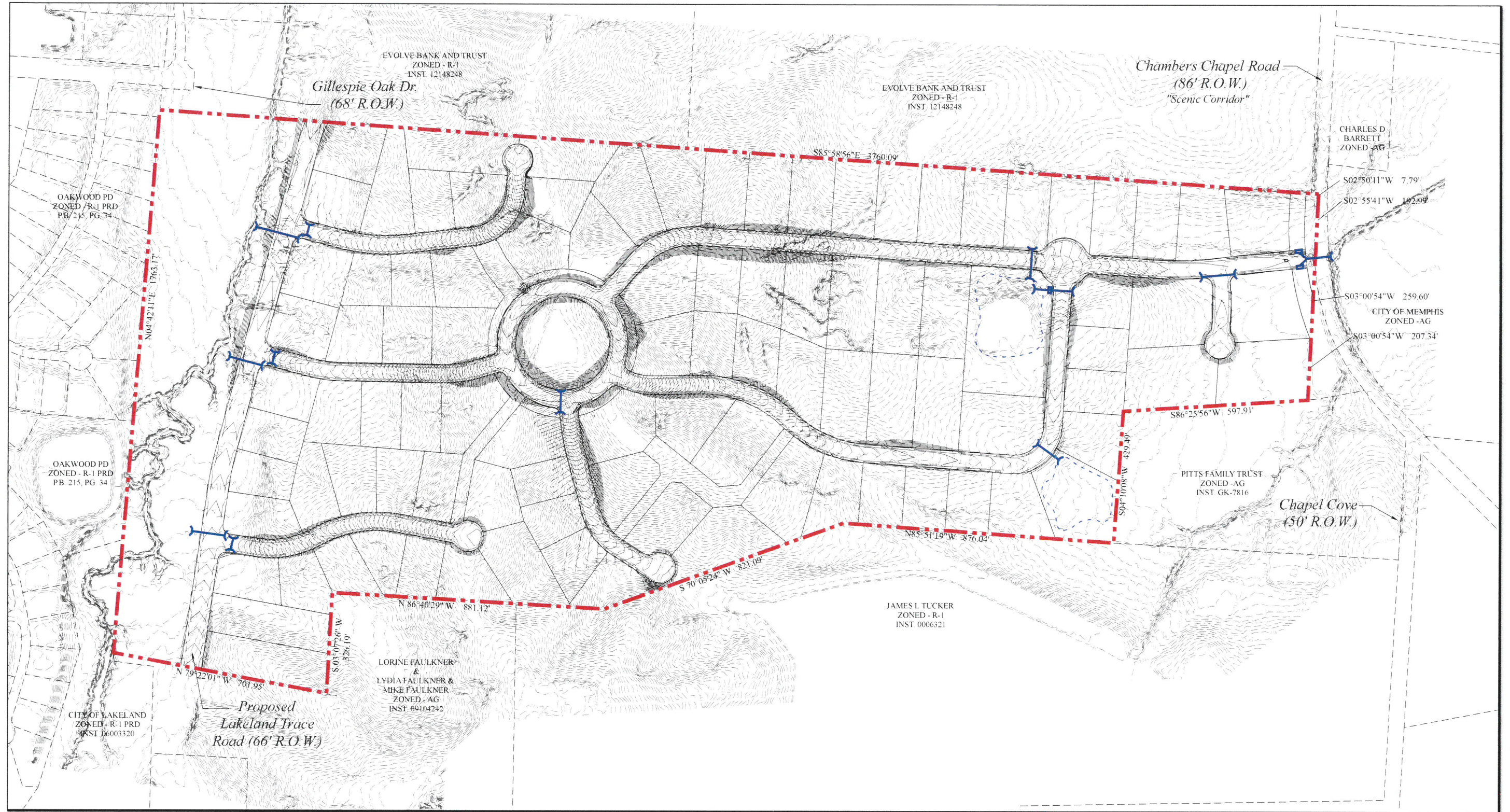
DEVELOPMENT GRAPHIC PREPARED TO ILLUSTRATE POTENTIAL AND IS SUBJECT TO FINAL DESIGN AND APPROVALS

W.H. PORTER CONSULTANTS, PLLC
ENGINEERS/PLANNERS/SURVEYORS/CONSULTANTS

6055 PRIMACY PKWY, SUITE 115
MEMPHIS, TENNESSEE 38119
901-363-9453

GRADING AND STORM DRAINAGE PLAN

EXHIBIT K

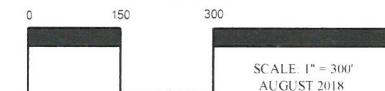


The Estates at Chambers Chapel

Planned Development Lakeland, Tennessee



GRAPHIC SCALE



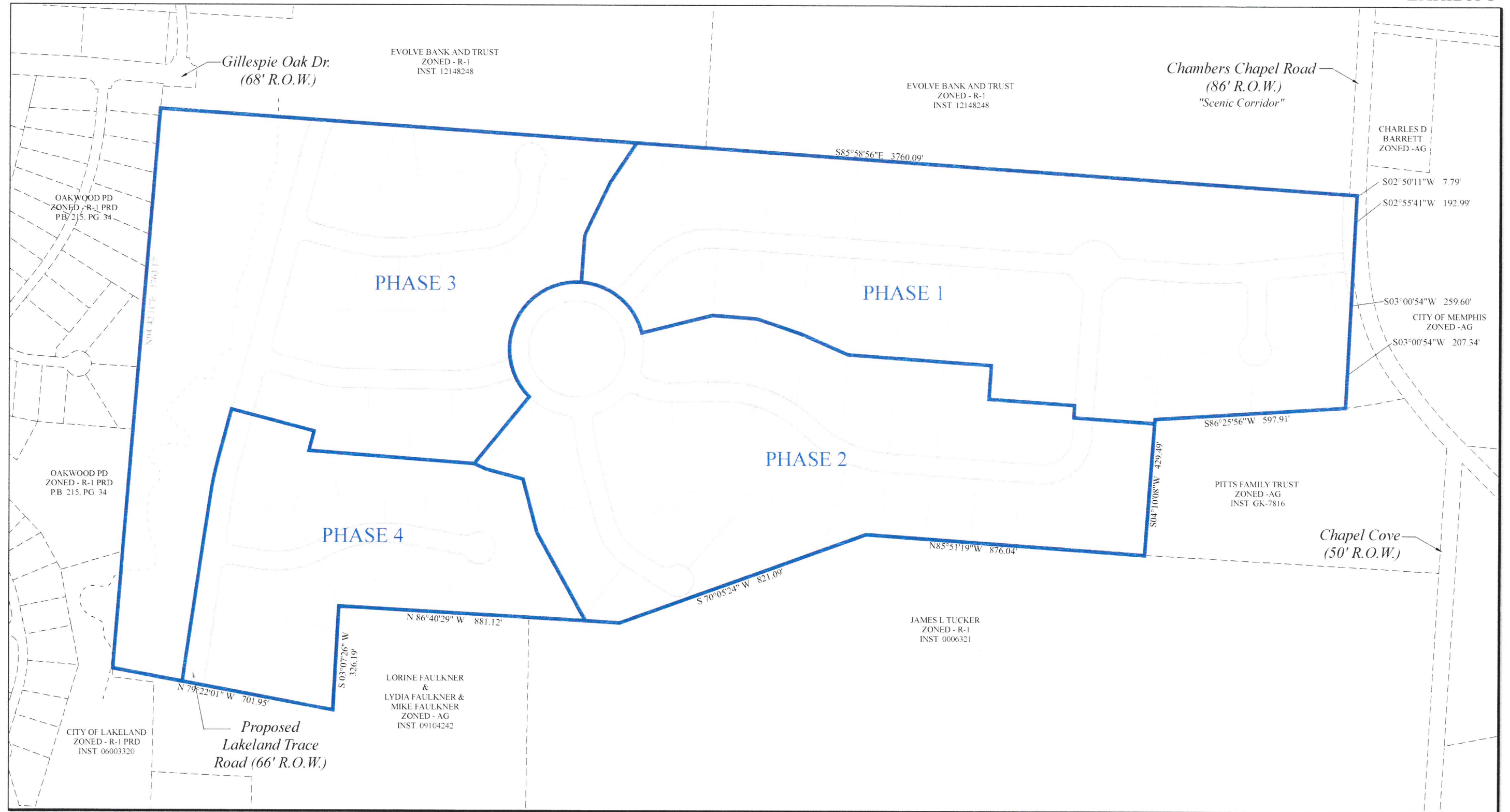
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W.H. PORTER CONSULTANTS, PLLC
ENGINEERS/PLANNERS/SURVEYORS/CONSULTANTS

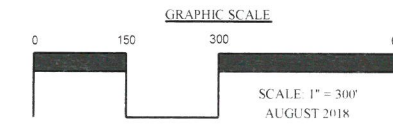
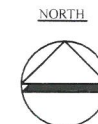
6055 PRIMACY PKWY, SUITE 115
MEMPHIS, TENNESSEE 38119
901-363-9453



PHASING PLAN EXHIBIT P



The Estates at Chambers Chapel Planned Development Lakeland, Tennessee



DEVELOPMENT GRAPHIC PREPARED TO ILLUSTRATE POTENTIAL AND IS SUBJECT TO FINAL DESIGN AND APPROVALS

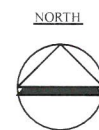
W.H. PORTER CONSULTANTS, PLLC
ENGINEERS/PLANNERS/SURVEYORS/CONSULTANTS

6055 PRIMACY PKWY, SUITE 115
MEMPHIS, TENNESSEE 38119
901-363-9453

EXHIBIT Q

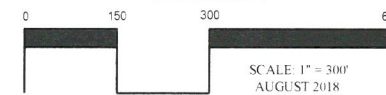


Planned Development Lakeland, Tennessee



NORTH

GRAPHIC SCALE



SCALE: 1" = 300'
AUGUST 2018

DEVELOPMENT GRAPHIC PREPARED TO ILLUSTRATE POTENTIAL AND IS SUBJECT TO FINAL DESIGN AND APPROVALS

W.H. PORTER CONSULTANTS, PLLC
ENGINEERS/PLANNERS/SURVEYORS/CONSULTANTS

6055 PRIMACY PKWY, SUITE 115
MEMPHIS, TENNESSEE 38119
901-363-9453



Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving Amendment #4 with Buchart Horn, Inc for Bid and Construction Phase Services for the Clear Creek Sewer Interceptor Project Phase A *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve Amendment #4 with Buchart Horn, Inc. for Bid and Construction Phase Services for the Clear Creek Sewer Interceptor Project Phase A.

BUDGET IMPACT

The original contract for the design of the Clear Creek Interceptor was \$355,400. There have been three amendments to the contract increasing the total contract to \$388,261. Amendment #4 will increase the total contract to \$_____(Will add contract before Thurs). The additional services will be funded through the Sewer Fund - Clear Creek Interceptor.

DISCUSSION

The Clear Creek Interceptor project will provide public sewer for the east side of Lakeland.

The existing interceptor is at capacity which will be relieved upon construction of the new interceptor. The design of the Clear Creek Interceptor Phase A began in May 2017. The design is complete and all permits have been secured. Three easements remain to be acquired and should be finalized this month. The City anticipates advertising for bids in May 2021 with construction commencing in September 2021. The estimated cost of the project is \$12 million.

Amendment #4 includes bidding and construction administration services during the construction phase of the project. The scope of work includes bidding services, construction administration, SRF coordination, construction inspection, erosion control inspection and compliance, geotechnical services. Due to the size of the project, City Staff is not able to perform these services in-house. The estimated time to complete the work is 20 months.

RESOLUTION R-27-2021

A RESOLUTION AUTHORIZING AMENDMENT #4 WITH BUCHART HORN, INC FOR
BID AND CONSTRUCTION PHASE SERVICES FOR THE CLEAR CREEK
INTERCEPTOR PHASE A

WHEREAS, the City entered into a contract in May 2017 with Buchart Horn, Inc. for the Design of the Clear Creek Interceptor; and,

WHEREAS, the design is complete and the City wishes to extend the contract to include bidding and construction phase services; and,

WHEREAS, Amendment #4 for additional professional services will be funded from Sewer Fund – Clear Creek Interceptor

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is authorized to execute Amendment #4 to the contract with Buchart Horn, Inc. for Bid and Construction Phase Services for the Clear Creek Interceptor Phase A in the amount of _____ Dollars (\$_____).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 8th day of April 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving an amendment to the Personnel Policy concerning social media. *Sponsored by Vice-Mayor Dial*

Staff Contact: Shane Horn, City Manager

STAFF RECOMMENDATION

The Board of Commissioners directed staff to explore the amendment to our existing Personnel Policies to include specific language and/or policy as it pertains to Social Media.

BUDGET IMPACT

No Impact

DISCUSSION

The Social Media Policy as presented would be incorporated into our existing Personnel Policies. This policy as drafted would include City staff and also extend to the Board of Commissioners and our other Board and Commission members as representatives of the City of Lakeland.

RESOLUTION R-27-2021
RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAKELAND
PERSONNEL POLICY CONCERNING SOCIAL MEDIA

- WHEREAS,** the City of Lakeland recognizes the need for use of social media to promote public awareness and boost participation of the City's programs, policies and services; and
- WHEREAS,** the City recognizes the cost effective method and popularity of the use of various social media platforms, including (but not limited to) Facebook, YouTube, LinkedIn, Instagram, Flickr, or NextDoor by and amongst City elected officials and officers, City employees, and the public; and
- WHEREAS,** the City has determined that an amendment to our current Personnel Rules to include and expand upon a Social Media Policy provides greater efficiency in government by outlining the procedure and expectations of the City's use and presence on Social Media; and
- WHEREAS,** the Board of Commissioners has determined that adopting a Social Media Policy serves a municipal and public purpose.

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

Section 1. The Lakeland Board of Commissioners adopts the City's Social Media Policy, attached hereto with the policy being incorporated into the official City of Lakeland Personnel Policies.

PASSED AND ADOPTED by the Board of Commissioner of Lakeland, Tennessee on this 8th day of April, 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

The City of Lakeland

Employee Handbook (2014)

Social Media Policy

Effective Date: **TBD**

Purpose and Scope

The purpose of this policy is to provide guidelines for responsible use of websites, blogs, networking sites, and other social media. The purpose of this policy is not to restrict the flow of useful and appropriate information, but to minimize the risk to the City of Lakeland (the “City”) and its employees.

This policy applies to all employees and volunteer appointees in all City departments, its Boards and Agencies regardless of classification or status, and includes all programs that are paid through or receive Federal or State of Tennessee financial assistance (grants) and/or contract funds; hereinafter collectively referenced as employee or employees.

Policy

All employees are responsible for maintaining the City’s positive reputation and presenting the City in a manner that safeguards its reputation, employees, supervisors, directors, various Board members, and citizens. In general, employees who participate in social media are free to publish their own personal information without censorship by the City subject to this policy and other applicable City policies, rules, regulations, and guidelines. Employees are prohibited from acting as a spokesperson for the City or posting comments as a representative of it.

Employee Personal Social Media

The City recognizes the growing importance of online social media as a communication tool and respects the right of employees to use these mediums during their personal time in accordance with City policy.

- Use of these mediums during company time or on company equipment is prohibited.
- Employee posts are subject to all other City policies, rules, regulations, and guidelines.
- The City is free to view and monitor an employee’s posts, website, or web log at any time without consent or previous approval.
- Employees must avoid posting information that could place the City at competitive or legal compliance risk.
- If an employee chooses to identify him or herself as a City employee on any social media, he or she must state in clear terms that the views expressed are the employee’s alone and that they do not reflect the views of the City.

The City Social Media Presence

The City maintains a presence on social media sites that are deemed appropriate for informing the public. These pages are maintained at the discretion of the City Manager and by designated employees as instructed and overseen by the City Manager; however, employees are encouraged to participate on these pages while representing themselves personally, following the guidelines of this policy.

No social media account or website may be created on behalf of the City of Lakeland, including any division, department, agency or Board, without prior authorization from the City Manager. All social media accounts or websites must primarily serve to communicate to the public regarding its purpose and services, and/or to provide information.

Any employee of a division, department, agency, or Board who is designated to operate social media accounts or a website is responsible for ensuring its content adheres to all applicable City of Lakeland policies. Questions about whether content is appropriate should be directed to the City Manager before posting.

The City of Lakeland

Employee Handbook (2014)

Administrative access to all City social media accounts must be given to the City Manager or her or his designee. No division/department/agency is permitted to share city business/news on social media accounts that is confidential or not appropriate for public viewing.

Prohibited Disclosure of Information

There are some types of information employees are not permitted to discuss or display online, including information that is confidential or proprietary to the City, or to a third party that has disclosed information to it.

For example:

1. Information about or identifying co-workers; its customers, partners, vendors, and suppliers
2. City intellectual property such as drawings and/or designs, software, ideas, and innovation
3. Statements disparaging the City, its employees, or citizens
4. The City's logo
5. Images of co-workers, and the City premises and property, that are not already publicly posted and free of copyright
6. Statements, comments, or images referencing illegal drugs, criminal activity, or profanity that could be considered obscene
7. Statements, comments, or images that disparage any race, religion, gender, sexual orientation, disability, or national origin
8. Any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.)
9. Any behavior not in agreement with the City's Employee Handbook and related policies

Nothing in this section shall be interpreted or applied as limiting an employee's right to engage in protected concerted activity as provided by the National Labor Relations Act.

Procedure

Following are the guidelines for starting an approved City Social Media Site:

1. All requests must first be approved by the relevant Department Director(s).
2. Make a written request to the City Manager containing:
 - a. The relevant division
 - b. The proposed username of the City for the site or application
 - c. The purpose of the site or application
 - d. The type of content that will be shared on the site or application
 - e. The name and contact information for the administrator of the site or application
3. The City Manager will advise whether request is approved.
4. If approved, the site administrator must provide the City Manager or his or her designee with all pertinent login information including, but not limited to, all usernames, passwords, back up emails, etc. within 24 hours of creating the site or changing login information. Also, a City email must be listed as a backup email to the site for purposes of changing or recovering lost or misplaced usernames or passwords.

Responsibility

Employees will be subject to discipline for any social media posting that violates this policy or where the City determines the posting is detrimental to it. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary City information, information that violates the privacy rights or other rights of a third party, or the content of anything they post on any social media site or application. Further, employees may be liable for monetary damages for such disclosure.

The City of Lakeland

Employee Handbook (2014)

The nature of any social media posting and degree of harm to the City will be factors in determining whether discipline will be imposed and the severity of any such discipline, up to and including termination of employment.

Definitions

Social Media: Online, electronic, or Internet media, tools, communications, and spaces for social interaction, sharing user generated content, or public or semi-public communication. Social media typically uses web-based technologies to turn communication into interactive dialogs. Social media can take many different forms, including Internet forums, blogs, and microblogs, online profiles, wikis, podcasts, pictures and video, email, text, instant messaging, music-sharing, smartphone applications, and chat, to name some. Examples of social media include but are not limited to the following: websites, blogs, internet comment sections, LinkedIn, Facebook, Wikipedia, YouTube, Twitter, Snapchat, TikTok, and Skype.

Blogging/Posting: Making an entry into an online journal or forum that is accessible to users of the forum, blog, or Internet.

Internet, and E-Mail, and Social Media Use Policy (redlined with changes)

Effective Date: 09/07/2006

Revision Date: 10/04/2007, 05/01/2013, 11/13/2014, **TBD**

The purpose of this policy is to establish expectations for all employees of the City of Lakeland in regard to the use of Internet, e-mail, and related technologies. The organization will administer this policy in compliance with applicable federal, state, and local laws.

The City may provide employees with Internet/e-mail access as a tool to utilize in the pursuit of job-related activities. Although this access is intended for business purposes, personal use is acceptable as long as it is limited, occasional, and incidental. It must also be done in a professional manner that does not interfere with business use and/or job performance, including productivity. Employees are expected to demonstrate a sense of responsibility and may not abuse this privilege.

This policy includes the use and/or access of all current technological means of communication, including instant messaging, and any other means that are forthcoming.

All Internet data that is composed, transmitted, or received via our computer systems is considered to be part of our official records. Therefore, the data is subject to disclosure to law enforcement representatives and other third parties.

The City reserves the right to monitor, retrieve, read, and record any and all uses made through an access, whether Internet or e-mail, without notice to the user. Both access and any associated communications are considered to be the business property of the organization. Employees should not expect that their messages received at work or transmitted from work are private. Employees should not expect that any messages are private or confidential, regardless of whether the e-mail is sent to or received from a work or personal e-mail address. Even when a message is erased, it can be retrieved and read.

All e-mails are government records and, therefore, may be considered to be public records for the purposes of the Tennessee Public Records Act (T.C.A. 10-7-512). Under the Public Records Act, certain e-mail communications may be open to public access and inspection. In addition, these communications may be subject to discovery under state or federal law.

The City of Lakeland

Employee Handbook (2014)

It is a violation of this policy for any employee or other individual to intentionally damage e-mails. Damage is defined as any impairment to the integrity or availability of data, a program, a system, or information. Damage includes intentionally accessing a computer without authorization and, as a result, causing damage. It also includes transmitting a program, information, code, or command, and as a result of such conduct, intentionally causing damage without authorization, to a computer. Legal action may be taken for such occurrences during employment or upon or after termination.

The City requires that employees follow organizational practices and procedures to protect computerized data and programs from unauthorized access or use. An employee is expected to use a password to access any computer that the organization provides to him/her for work-related purposes and to take appropriate measures that will ensure the security of data. An employee is not granted access to any other computer without prior authorization from the City Manager. However, authorization for such access is not required when work is performed by personnel who are assigned by the City for repair, maintenance, or similar purposes.

All Internet/e-mail users are expected to abide by generally accepted rules of etiquette. Employees should ensure that the information contained in these messages and other transmissions is accurate, appropriate, ethical, respectful, and lawful. When feasible, employees should notify the sender of an e-mail before forwarding to other parties.

The organization does not allow data that is composed, transmitted, accessed, or received via the Internet to contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content include sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, sex, color, creed, religion, age, national origin, disability, veteran's status, genetic information, or any other basis prohibited by federal, state, or local law.

The City of Lakeland does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if an employee did not create the material, does not own rights to it, or has not received authorization for its use, the employee may not put the material on the Internet. Each employee is also responsible for ensuring that any person sending materials of this nature over the Internet has the appropriate distribution rights.

If any user receives or obtains information to which he/she is not entitled, the employee should immediately report this situation to the Human Resources Coordinator.

The City prohibits actions and activities of inappropriate Internet/e-mail use, such as the following:

- Sending or posting discriminatory, harassing, or threatening messages or images.
- Using the organization's time and resources for personal gain.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Copying or pirating software and/or electronic files or downloading files without permission.
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization.
- Violating copyright law.
- Failing to observe licensing agreements.
- Engaging in unauthorized transactions that may incur costs to the organization or initiate unwanted Internet services and transmissions.
- Sending or posting messages or materials that could damage the organization's image or reputation.
- Viewing or exchanging pornography or obscene materials.
- Sending or posting messages that defame or slander other individuals.

The City of Lakeland

Employee Handbook (2014)

- Attempting to break into the computer system of another organization or person.
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Using Internet and/or e-mail for political causes or activities, religious activities, any type of gambling, or other personal activities of an inappropriate nature in a business environment.
- Jeopardizing the security of the organization's electronic communications systems.
- Sending or posting messages that disparage another organization's products or services.
- Stating personal views in a manner that appears to represent the organization.
- Sending anonymous e-mail messages.
- Engaging in illegal activities.
- Downloading employer information without prior authorization from the City Manager.

~~Each employee who uses social media (e.g. blogs, message boards, social networking sites, forums), whether on or off of the job, should understand that any comments, pictures, or other information that they post may have employment implications if the communications involve the organization. Each situation will be reviewed on a case-by-case basis and the specific circumstances of the situation taken into consideration. Employees also should be aware that there is no absolute right to privacy when posting information on social networking sites, writing blogs, or performing similar activities. Information that is posted may not readily be retracted.~~

~~Employees should use professional judgment and be prudent in their actions, recognizing that their online presence can reflect on the City. Examples of situations that employees should self-monitor and avoid include speaking in a manner that appears to represent the organization without prior authorization; using logos, trademarks, or other intellectual property of the organization on the author's web page without prior approval; providing official messages from the organization without a disclaimer that the views expressed are personal and not those of the organization; being involved in harassment, discrimination, or other behaviors barred by law or City policy; creating a link from a blog, website, or other social networking site to the City of Lakeland's website without identifying himself/herself as an employee of the organization; and disclosing any confidential or proprietary information of the organization.~~

This policy will not be construed or applied in a way that interferes with employees' rights under federal labor law.

If an employee has questions regarding whether specific comments, actions, and/or ~~activities~~ related to e-mail, ~~or~~ Internet, ~~or social media~~ use are appropriate, he/she may consider contacting the City Manager for clarification prior to ~~taking~~ making the comments, taking the actions, or engaging in the activities.

All employees are responsible for reporting any incidents that appear to be in violation of this policy to the City Manager for investigation.

Employees are expected to cooperate in any investigation conducted by the City.

The City prohibits taking negative action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination.

Violations of this policy may result in disciplinary action up to and including termination of employment.

For additional information, see applicable policies that include Equal Employment Opportunity, Employee Conduct, Harassment-Free Workplace, Use of City Vehicles and Equipment, Workplace

The City of Lakeland

Employee Handbook (2014)

Violence Prevention, [Social Media Policy](#), and Inspections and Searches.

Meeting Cycle: Thursday, April 1, 2021

Subject: **Resolution** - approving a proposal to engage with Howell Marketing Strategies, LLC to formulate a Communications Plan for the City of Lakeland.
Sponsored by Shane Horn

Staff Contact: Shane Horn, City Manager

STAFF RECOMMENDATION

Staff recommends the engagement with Howell Marketing Strategies, LLC of Cordova, TN to perform professional services related to marketing and communications planning for the City of Lakeland.

BUDGET IMPACT

FY 2021 - \$6,000 10-15 hours per month for the months of April - June 2021.

FY 2022 - \$6,000 10-15 hours per month for the months of July - September 2021.

DISCUSSION

During our strategic planning retreat in February 2021, the Board of Commissioners identified Communications as a priority. This will involve the formation of a communications and marketing plan for the City that is proactive and focused. This professional services engagement will provide practical recommendations and guidance to explore our current communications strategies and opportunities to expand and strengthen our communication channels with our many stakeholder groups.

RESOLUTION R-28-2021
RESOLUTION ENGAGING WITH HOWELL MARKETING STRATEGIES, LLC
TO EVALUATE AND FORMULATE A PROACTIVE COMMUNICATIONS AND
MARKETING PLAN FOR THE CITY OF LAKELAND

WHEREAS, in February 2021 the Board of Commissioners met in a strategic planning workshop to identify short and long term goals and priorities for the City of Lakeland; and

WHEREAS, a point of emphasis during this strategic planning effort included the development of a communications strategy and planning document that provides for proactive, focused communication; and

WHEREAS, Howell Marketing Strategies, LLC of Cordova, TN has provided a proposal that includes a range of hours to be used each month to begin to work on this key communication priority; and

WHEREAS, Amy Howell is currently providing professional services responsible for real estate development communications for The Lake District.

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

Section 1. The Lakeland Board of Commissioners approves the engagement with Howell Marketing Solutions, LLC of Cordova, TN for a six-month period beginning in April 2021.

Section 2. The budget would be initially developed for 10-15 hours per month @ \$2,000 per month. The budget commitment for FY 2021 would be \$6,000 and the budget for FY2022 would also be \$6,000 for an initial total of \$12,000.

PASSED AND ADOPTED by the Board of Commissioner of Lakeland, Tennessee on this 8th day of April, 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

March 29, 2021
City of Lakeland, TN
CONFIDENTIAL

To: Shane Horn, City of Lakeland, TN
From: Amy D. Howell, Howell Marketing Strategies
Re: City of Lakeland Communication Plan

Proposed Scope of Work and Fee:

Overview: City of Lakeland, TN has made the city communications plan a priority as the city enjoys continued growth and expansion, which is anticipated in the future. The communications have been more “reactive” and the city would like to have a more “proactive” and strategic communications strategy/execution.

Goal: Improve City of Lakeland’s overall communication and execution to its citizens by ensuring appropriate, informative, constructive content and delivery that is both strategic (in compliance with City goals and objectives) and intentional in nature.

Scope of work (not limited to the following):

- Review and help evaluate current communications
- Recommendations for improvement to generate desired results
- Evaluate social media platforms, content, and strategy
- Recommendations for strengthening social media strategy/execution
- Help with content development and writing of content
- Leverage any and all public relations opportunities through press
- Measure results online to track progress, enhance what works
- Help monitor public feedback and appropriate responses
- Crisis and public relations management and execution as needed

Fee Structure:

All clients work on a “flat fee” type of billing based upon the hours of work in the scope monthly AND the value an experienced communications professional can bring. Agreements are at a 6 month commitment. Any and all out of pocket fees or expenses (graphic design, advertising buys, photography, etc) are billed in separate invoices. Monthly fees are paid at the start of each month after an invoice has been emailed. These fees are as follows:

- 1-10 hours/month: \$1,500 per month
- 10-15 hours/month: \$ 2,000 per month
- 15-25 hours/month: \$2,500 per month
- 25-35 hours/month: \$3,000 per month

Most clients fall into the first or second fee structures. Any client needing a large majority of time monthly will be at a negotiated and volume discounted rate with a minimal 6 month commitment.

Work Process:

The way most client engagements work is by ensuring that adequate expectations are communicated consistently throughout the project, and on the front end. Weekly and monthly “status” meetings (or calls) help drive the process and remind the team of deliverables needed. For example, in working with previous administrations, it often takes the team to develop and approve content. A communications consultant can greatly assist by playing the role of secretary and chief note taker/list maker. Clients receive emails of agendas and accomplishments and “to do’s” as we work through the plan and execute strategies.

Examples of Relevant Client Work:

- City of Memphis, Mayor Wharton (est. 2004-2005)
- Shelby County, Mayor Wharton, “Keep Shelby Green” initiative
- City of Memphis, Mayor Wharton, Animal Services Crisis PR and Counsel
- Real Estate Development Project working with City of Hailey, Idaho (est. 2007)
- Wilson Air Center, working with cities/airport authorities on expansion of FBOs
- Real Estate Development Communications for The Lake District, Lakeland, TN (current)

Other Work:

- Communications for M.D. groups such as Campbell Clinic, Memphis Obstetrics and Gynecology (MOGA), etc.
- Aviation
- Real Estate (commercial, residential, mixed-use)
- Architects and Engineers
- Law firms
- Accounting Firms
- Banks and Finance

Special Expertise: public and crisis communications, writing, public speaking on social media best practices, problem solving, creative communications (best ways to convey information), ability to get along with difficult/multiple personality types (working with 30 lawyers at a time), rapid response and responsiveness (ability to see the issue(s) anticipate various outcomes and apply the response quickly)

For more, see www.howell-marketing.com

