CITY OF
LAKELAND
TENNESSEE

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

I. CALL TO ORDER BY MAYOR:

II. INVOCATION:

III. PLEDGE:

IV. ROLL CALL BY RECORDER:

V. PUBLIC HEARING:

1. **Ordinance - Second and Final Reading** - amending certain portions of title 14 (zoning and land use control) chapter 14 (signs) of the City of Lakeland's Municipal Code pertaining to section 14-405. *Sponsored by Mayor Roman*

2. **Ordinance - Second and Final Reading** - amending the fiscal year 2024 annual budget, passed by ordinance O-10-2023, as amended by ordinances O-3-2024 and O-6-2024.

VI. TREASURER'S REPORT:

1. May 2024 FYTD Treasurer's Report

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

1. Sheriff's Report

    a. July Lakeland Crime Report

2. Mid-Year Court Review - *Judge Kim Koratsky*

3. City Manager's Report

    a. August 2024 City Manager's Report

4. City Attorney's Update

5. Commissioners' Report

   a. Lakeland Board of Education - *Commissioner Wright*

   b. Municipal Planning/Design Review Commission - *Commissioner Atkinson*

   c. Community Advisory Board - *Vice Mayor Dial*

   d. Industrial Development Board - *Mayor Roman*

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **<u>Approval of previous meeting minutes</u>** - July 18, 2024

2. **<u>Ordinance - Second and Final Reading</u>** - amending certain portions of title 14 (zoning and land use control) chapter 14 (signs) of the City of Lakeland's Municipal Code pertaining to section 14-405. *Sponsored by Mayor Roman*

3. **<u>Ordinance - Second and Final Reading</u>** - amending the fiscal year 2024 annual budget, passed by ordinance O-10-2023, as amended by ordinances O-3-2024 and O-6-2024.

4. **<u>Resolution</u>** - approving an agreement with Traf-Mark Industries, LLC for the installation of crosswalk markings.

5. **<u>Resolution</u>** - approving an agreement with Gibson Paving, Inc. for the Fiscal Year 2025 Street Patching project.

6. **<u>Resolution</u>** - approving an agreement with Barge Design Solutions, Inc. for the Scotts Creek Wastewater Treatment Plant condition and capacity study.

7. **<u>Resolution</u>**- approving Change Order #7 with Eutaw Construction Company, Inc. for the Clear Creek Interceptor - Sanitary Sewer Phase A project.

8. **<u>Resolution</u>** - authorizing the City Manager and/or City Attorney to obtain the necessary easements for the construction of the Oliver Creek Interceptor by negotiation and authorizing City Attorney to file and

pursue condemnation proceedings concerning the necessary easement on Tract 1 owned by CB Associates, LLC.

9. **Resolution** - approving Amendment #1 to the master services agreement with Allen & Hoshall, Inc for the design of the Oliver Creek Sewer Interceptor project.

10. **Resolution** - approving an agreement with CivicPlus for CivicClerk and CP Media annual renewals.

11. **Resolution** - amending the bylaws of the Community Advisory Board. *Sponsored by Vice Mayor Dial*

12. **Resolution** - appointments to the City of Lakeland Community Advisory Board. *Sponsored by Vice Mayor Dial*

13. **Discussion and Possible Action** - regarding possible sponsorship of the video score board at Lakeland Preparatory School. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

CITY OF
LAKELAND
TENNESSEE

FYTD Through May 31,2024
TREASURER'S REPORT

MAY GENERAL FUND

Fund Balance	Beginning Fund Balance	May Fund Balance
Non-Spendable	-	-
Committed	532,757	911,312
Assigned	881,618	716,495
Unassigned	7,381,389	7,250,334
Total Fund Balance	-	8,878,141
Change in Fund Balance	-	(4,931,080)

General Fund

Revenue:

$11,037,284

Expenditures:

$12,514,178

Other Financing Sources (Uses):

$(3,454,726)

Change In Fund Balance:

$(4,931,080)

Key Highlights:

Revenue YTD:

- Property Tax Revenue: $5,700,000-98% of Budget
- Local Tax Revenue: $2,643,000 -64% of Budget
- Grant Revenue: $270,000 -5% of Budget but 40% of estimated 2024

Expenditure YTD:

- Expenditures at 74% of budget excluding Capital projects
- Capital projects include $6,800,000 in property acquisitions & $295,000 in Building improvements

Change in Fund Balance highlights YTD:

- Decrease of $4,931,080

MAY STATE STREET FUND

State Street Aid Fund

Revenue:
$363,935

Expenditures :
$2,719,051

Financing Sources (Uses):
$1,800,000

Change in Fund Balance:
($555,116)

Highlights YTD

Revenue:

- Received $364,000 in state Shared Revenue
- Transfers of $1,800,000

Expenditures:

- Spent $1,924,000 for paving
- Spent $341,000 on repairs & maintenance
- Personnel Expenses at $297,000 at 88% of budget

Change in Fund Balance:

- Decrease of $555,116

MAY STORM WATER FUND

Storm Water Fund

Revenue:
$177,744

Expenditures :
$127,727

Change in Fund Balance:
$50,017

Highlights YTD

Revenue:

- Received $177,000 in fees-84% of budget

Expenditures:

- Personnel & Admin expenses at $59,000 - 65% of budget
- Capital Expenditure at $69,000- Bulk of it for Oliver Creek Bank Stabilization

Change in Fund Balance:

- Increase of $50,017

MAY SOLID WASTE FUND

Solid Waste Fund

Revenue:
$1,147,930

Expenditures :
$1,505,628

Other Financing Sources (Uses):
$275,000

Change in Fund Balance:
$(82,698)

Highlights YTD

Revenue:

- Received $1,147,930 in collection fees-81% of budget

Expenditures:

- Personnel & admin expenses at $154,169 - 77% of budget
- Contracted services at $1,351,459 $22,259 over budget but app $419,000 were storm related

Change in Fund Balance

- Decrease of $82,698

MAY SEWER FUND

Sewer Fund

Operating Revenue:
$1,962,278

Operating Expenses:
$1,707,651

Operating Income (Loss):
$254,627

Change in Net Position:
$164,330

Highlights YTD

Revenue:

- Received $1,962,278 in service and connection fees

Expenses

- Personnel and administrative expenses at $1,240,151-61% of spending plan
- Interest and agent fees at $90,297
- Capital assets (see Statement of Cash Flows) funded the Oliver Creek and Clear Creek Interceptor Projects

Profile Summary

Type | Fund | Purpose

Profile as of

05/31/2024

Export Data

Purposes (5 purposes with 10 total issues) View All

Total Outstanding Par Amount: **61,294,632**

Purpose	Original Par Amount	Outstanding Par Amount
Beverle Rivera Roadway Extension (1 Issue)	1,490,397	1,179,999
LSS High School Construction (5 Issues)	45,205,500	44,534,801
LSS Middle School Construction (2 Issues)	14,794,500	14,063,727
LSS Settlement (1 Issue)	332,443	112,105
Public Works Projects (incl Treatment Plant) (1 Issue)	9,811,191	1,404,000

† Audited Financial Statements: 06/30/2021 | Edit

MAY FISCAL YEAR-TO-DATE RESULTS

CITY OF LAKELAND

BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED

May 31, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	TOTAL GOVERNMENTAL FUNDS
ASSETS						
Cash and cash equivalents	$ 8,122,070	$ 95	$ 1,460,020	$ 512,008	$ (7,864)	$ 10,086,329
Receivables						
Property taxes, net of allowance	5,870,994	-	-	-	-	5,870,994
Grants	-	-	-	-	-	-
Other	50,435	-	-	30,000	-	80,435
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	8,159	-	-	8,159
Prepaid items	4,516	-	-	-	-	4,516
Advances Receivable	1,024,354					1,024,354
Inventory	15,310	-	-	-	-	15,310
Restricted cash	-	-	-	-	-	-
Total assets	$ 15,087,679	$ 95	$ 1,468,179	$ 542,008	$ (7,864)	$ 17,090,097
LIABILITIES						
Accounts payable and accrued liabilities	$ 112,705	$ -	$ (92,261)	$ 153	$ 686	$ 21,283
Deposits	174,674	-	-	-	-	174,674
Due to other funds	58,480	-	-	-	8,159	66,639
Unearned revenue	-	-	-	-	-	-
Total liabilities	345,859	-	(92,261)	153	8,845	262,596
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,857,234	-	-	-	-	5,857,234
Grants	6,445	-	-	-	-	6,445
Other	-	-	-	-	-	-
Total deferred inflows of resources	5,863,679	-	-	-	-	5,863,679
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	541,855	(16,709)	525,146
Committed	911,312	95	1,560,440	-	-	2,471,847
Assigned	716,495	-	-	-	-	716,495
Unassigned	7,250,334	-	-	-	-	7,250,334
Total fund balances	8,878,141	95	1,560,440	541,855	(16,709)	10,963,822
Total liabilities, deferred inflows of resources, and fund balances	$ 15,087,679	$ 95	$ 1,468,179	$ 542,008	$ (7,864)	$ 17,090,097

CITY OF LAKELAND

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

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	TOTAL GOVERNMENTAL FUNDS
REVENUES						
Property taxes	$ 5,700,772	$ -	$ -	$ -	$ -	$ 5,700,772
Local taxes	2,642,526	-	-	-	-	2,642,526
Intergovernmental	1,546,370	-	363,935	-	-	1,910,305
Licenses and permits	175,710	-	-	-	-	175,710
Charges for services	153,436	-	-	177,744	1,147,930	1,479,110
Federal, state, and local grants	270,153	-	-	-	-	270,153
Interest income	365,346	-	-	-	-	365,346
Other	183,511	-	-	-	-	183,511
Total revenues	11,037,824	-	363,935	177,744	1,147,930	12,727,433
EXPENDITURES						
Current						
General government	2,293,861	-	-	-	-	2,293,861
Community development	1,115,487	-	-	-	-	1,115,487
Public works	634,820	-	2,660,356	58,963	1,505,628	4,859,767
Parks and recreation	971,114	-	-	-	-	971,114
Capital Outlay	7,498,896	-	58,694	68,762	-	7,626,352
Debt Service						
Principal	-	304,445	-	-	-	304,445
Interest and fiscal charges	-	331,846	-	-	-	331,846
Total expenditures	12,514,178	636,291	2,719,050	127,725	1,505,628	17,502,872
Excess of revenues over expenditures	(1,476,354)	(636,291)	(2,355,115)	50,019	(357,698)	(4,775,439)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-					-
Transfers in	-	636,332	1,800,000	-	275,000	2,711,332
Transfers out	(3,454,726)	-	-	-	-	(3,454,726)
Total other financing sources (uses)	(3,454,726)	636,332	1,800,000	-	275,000	(743,394)
Net change in fund balances	(4,931,080)	41	(555,115)	50,019	(82,698)	(5,518,833)
Fund balances - beginning	13,809,221	54	2,115,555	491,836	65,989	16,482,655
Fund balances - ending	$ 8,878,141	$ 95	$ 1,560,440	$ 541,855	$ (16,709)	$ 10,963,822

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

ASSETS	
Current assets:	
Cash and cash equivalents	$ 55,775
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	57,496
Capital assets:	
Capital assets, not being depreciated	9,569,989
Capital assets, being depreciated - net	13,407,047
Total capital assets	22,977,036
Net pension asset	-
Total assets	23,034,532
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows Related to Pensions	29,711
LIABILITIES	
Current liabilities:	
Accounts payable and accrued expenses	2,465,257
Deposits	-
Advances payable to General Fund	1,024,354
Current portion of notes payable	688,000
Total current liabilities	4,177,611
Noncurrent liabilities:	
Net pension liability	20,643
Notes payable, net of current portion	4,785,547
Total liabilities	8,983,801
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows Related to Pensions	2,505
NET POSITION	
Net investment in capital assets	16,479,135
Unrestricted	(2,401,198)
Total net position	$ 14,077,937

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
May 31, 2024

	Prior YTD 05/31/23	Current YTD 05/31/24	Plan FY 2024
Operating revenues:			
Sewer service fee	$ 1,498,449	$ 1,780,078	$ 2,972,299
Service connection fees	85,350	182,200	247,600
Operating grants	-	-	-
Total operating revenues	1,583,799	1,962,278	3,219,899
Operating expenses:			
Personnel expenses	(487,521)	(533,478)	(738,432)
General and administrative	(395,044)	(706,673)	(1,291,753)
Depreciation	(529,388)	(467,500)	(510,000)
Total operating expenses	(1,411,953)	(1,707,651)	(2,540,185)
Operating Income (Loss)	171,846	254,627	679,714
Nonoperating revenues (expenses):			
Interest income	93,150	5,400	12,500
Miscellaneous income	-	5,171	-
Interest and agent fee expense	(72,095)	(100,868)	(305,145)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	21,055	(90,297)	(292,645)
Change in net position	192,901	164,330	387,069
Capital Contributions	-	-	402,065
Net position - beginning of year	13,508,454	13,913,607	13,913,607
Net position - May-31	$ 13,701,355	$ 14,077,937	$ 14,702,741

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

		Current YTD 05/31/24
Cash flows from operating activities:		
Receipts from customers and users	$	2,113,701
Payments to suppliers/operating costs		(2,009,211)
Net cash provided by operating activities		104,490
Cash flows from noncapital financing activities:		
Transfer of grant funds to General Fund		-
Cash flows from capital and related financing activities:		
Grant proceeds		-
Principal payments on capital debt		(661,000)
Proceeds from debt issuance		5,093,901
Acquisition and construction of capital assets		(5,396,099)
Interest paid on capital debt		(100,868)
Net cash used by capital and related financing activities		(1,064,066)
Cash flows from investing activities:		
Interest income received		5,400
Net increase (decrease) in cash and cash equivalents		(954,176)
Cash and cash equivalents - beginning of year		1,009,951
Cash and cash equivalents - May-31	$	55,775

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

May 31, 2024

	Prior YTD 05/31/23	Current YTD 05/31/24	Budget FY 2024	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	$ 4,964,730	$ 5,700,772	$ 5,829,015	97.80%
Local Taxes	2,587,963	2,642,526	4,126,293	64.04%
Intergovernmental	1,477,504	1,546,370	2,152,692	71.83%
Licenses and permits	130,919	175,710	157,647	111.46%
Charges for services	90,595	153,436	222,385	69.00%
Federal, State, and Local Grants	7,849,736	270,153	5,293,356	5.10%
Other	204,730	548,857	241,000	227.74%
Total Revenues	17,306,177	11,037,824	18,022,388	61.25%
EXPENDITURES				
Current				
General government	(1,802,162)	(2,293,861)	(2,721,849)	84.28%
Community Development	(800,158)	(1,115,487)	(2,143,479)	52.04%
Public Works	(524,994)	(634,820)	(755,487)	84.03%
Parks and Recreation	(752,367)	(971,114)	(1,188,963)	81.68%
Capital Projects	(7,783,515)	(7,498,896)	(22,064,494)	33.99%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	(11,663,196)	(12,514,178)	(28,874,272)	43.34%
Excess (deficiency) of revenues over (under) expenditures	5,642,981	(1,476,354)	(10,851,884)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	7,015,747	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	-	
Transfers out	(8,745,154)	(3,454,726)	(6,447,302)	
Total Other Financing Sources	(1,029,407)	(3,454,726)	8,052,698	
Net Change in Fund Balance	$ 4,613,574	$ (4,931,080)	$ (2,799,187)	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		$ (305,517)		
Restricted Fund Balance				
Assigned Fund Balance		(147,346)		
Nonspendable Fund Balance		(2,256,000)		
Unassigned Fund Balance		(2,222,217)		
Net Change in Fund Balance		$ (4,931,080)		

City of Lakeland
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
May 31, 2024

	YTD 05/31/24	Budget FY 2024
Revenues:		
Interest	$ -	$ -
Total Revenues	-	-
Expenditures:		
Principal	(304,445)	(1,056,315)
Interest	(330,501)	(1,444,876)
Dues and Fees	(1,345)	-
Total Expenditures	(636,291)	(2,501,191)
Net excess (deficiency) of revenues over expenditures	(636,291)	(2,501,191)
Other Financing Sources (Uses):		
Transfers In	636,332	3,356,753
Transfers Out	-	-
Total Other Financing Sources (Uses)	636,332	3,356,753
Net Change in Fund Balance	$ 41	$ 855,562

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

	Prior YTD 05/31/23	Current YTD 05/31/24	Budget FY 2024
REVENUES:			
State shared revenue	$ 359,538	$ 363,935	$ 497,966
Grant Revenue	-	-	-
Total revenues	359,538	363,935	497,966
EXPENDITURES:			
Personnel expenses	(256,287)	(297,214)	(336,739)
Public works	(2,344,748)	(2,363,143)	(4,328,697)
Capital projects	(426,164)	(58,694)	(78,700)
Total expenditures	(3,027,199)	(2,719,051)	(4,744,136)
Net excess (deficiency) of revenues over expenditures	(2,667,661)	(2,355,116)	(4,246,170)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	1,800,000	2,074,954
Total other financing sources (uses):	-	1,800,000	2,074,954
Net change in fund balance	$ (2,667,661)	$ (555,116)	$ (2,171,216)

STORM WATER FUND

STATEMENT OF REVENUES AND EXPENDITURES

May 31, 2024

	Prior YTD 05/31/23	Current YTD 05/31/24	Budget FY 2024
REVENUES:			
Storm Water Fees	$ 172,137	$ 176,637	$ 210,417
Other	-	1,107	-
Total revenues	172,137	177,744	210,417
EXPENDITURES:			
Personnel expenses	(52,370)	(48,260)	(64,730)
General and administrative	(9,831)	(10,705)	(26,660)
Capital	(51,874)	(68,762)	(300,000)
Total expenditures	(114,075)	(127,727)	(391,390)
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	$ 58,062	$ 50,017	$ (180,973)

SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENDITURES
May 31, 2024

	Prior YTD 05/31/23	Current YTD 05/31/24	Budget FY 2024
REVENUES:			
Solid waste collection fees	$ 1,142,262	$ 1,147,930	$ 1,408,678
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	1,142,262	1,147,930	1,408,678
EXPENDITURES:			
Personnel expenditures	(79,774)	(78,984)	(98,898)
General and administrative	(57,056)	(75,185)	(100,950)
Contracted services	(1,017,310)	(1,351,459)	(1,329,200)
Capital	(247,229)	-	-
Total expenditures	(1,401,369)	(1,505,628)	(1,529,048)
Net excess (deficiency) of revenues over expenditures	(259,107)	(357,698)	(120,370)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	275,000	275,000
Net change in fund balance	$ (259,107)	$ (82,698)	$ 154,630

Appendix A – Budgetary Transfers

	Account Level	2023-24	2023-24	2023-24	2023-24	2023-24
Fnd T Acct Obj Prj Loc Prg	**Description**	**Original Budget**	**Budget Carry Fwd**	**Budget Revisions**	**Budget Transfers**	**Revised Budget**
110 E 41000 111 000 00000 000	GOV - Salary	136,510.00	0	0	70,400.00	206,910.00
110 E 41000 121 000 00000 000	GOV - Regular Employee Wages	0	0	0	15,000.00	15,000.00
110 E 41000 123 000 00000 000	GOV - Overtime Wages	0	0	0	100	100
110 E 41000 132 000 00000 000	GOV - Bonus Pay	79,793.00	0	0	-23,500.00	56,293.00
110 E 41000 141 000 00000 000	GOV - FICA (Employer's Share)	16,040.00	0	0	6,000.00	22,040.00
110 E 41000 142 000 00000 000	GOV - Insurance	27,405.00	0	0	20,900.00	48,305.00
110 E 41000 143 000 00000 000	GOV - Retirement	10,184.00	0	0	4,100.00	14,284.00
110 E 41000 144 000 00000 000	GOV - RHS PLAN	1,040.00	0	0	1,600.00	2,640.00
110 E 41000 147 000 00000 000	GOV - Unemployment	0	0	0	5,000.00	5,000.00
110 E 41000 148 000 00000 000	GOV - Education/Training	2,000.00	0	0	2,525.09	4,525.09
110 E 41000 210 000 00000 000	GOV - Postage	4,000.00	0	0	3,700.00	7,700.00
110 E 41000 212 000 00000 000	GOV - Employee Engagement	0	0	0	6,200.00	6,200.00
110 E 41000 220 000 00000 000	GOV - Printing	7,000.00	0	0	4,000.00	11,000.00
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	10,500.00	0	0	5,850.00	16,350.00
110 E 41000 233 000 00000 000	GOV - Subscriptions	0	0	0	1,809.20	1,809.20
110 E 41000 235 000 00000 000	GOV - Memberships/Tuition	0	0	0	89	89
110 E 41000 241 000 00000 000	GOV - Electric	16,000.00	0	0	4,500.00	20,500.00
110 E 41000 242 000 00000 000	GOV - Water	6,000.00	0	0	-3,500.00	2,500.00
110 E 41000 244 000 00000 000	GOV - Gas/Propane	3,000.00	0	0	200	3,200.00
110 E 41000 245 000 00000 000	GOV - Telephone	10,000.00	0	0	-7,509.20	2,490.80
110 E 41000 251 000 00000 000	GOV - Trustee Collection Fees	50,199.00	0	0	-850	49,349.00
110 E 41000 252 000 00000 000	GOV - Legal Services	100,000.00	0	0	19,700.00	119,700.00
110 E 41000 253 000 00000 000	GOV - Accounting & Auditing Se	31,000.00	0	0	16,400.00	47,400.00
110 E 41000 257 000 00000 000	GOV - Property Tax Commission	110,000.00	0	0	7,400.00	117,400.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	22,000.00	0	0	-5,612.34	16,387.66
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	20,000.00	4,291.60	0	16,267.25	40,558.85
110 E 41000 267 000 00000 000	GOV - Rep & Maint HVAC Plumb	2,000.00	0	0	6,000.00	8,000.00
110 E 41000 280 000 00000 000	GOV - Travel	1,000.00	0	0	4,500.00	5,500.00
110 E 41000 287 000 00000 000	GOV - Meals & Entertainment	4,000.00	0	0	2,000.00	6,000.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	10,000.00	0	0	26,369.00	36,369.00
110 E 41000 296 000 00000 000	GOV - Keep Lakeland Beautiful	13,000.00	6,863.75	0	-9,484.00	10,379.75
110 E 41000 299 000 00000 000	GOV - Contingency	2,000.00	0	0	-2,000.00	0
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	12,000.00	0	0	-11,546.10	453.9
110 E 41000 310 000 00000 000	GOV - Office Supplies & Materi	10,000.00	0	0	11,700.00	21,700.00
110 E 41000 318 000 00000 000	GOV - Miscellaneous	0	0	0	500	500
110 E 41000 320 000 00000 000	GOV - Operating Supplies	1,000.00	0	0	2,300.00	3,300.00
110 E 41000 321 000 00000 000	GOV - Bank Charges	5,000.00	0	0	1,500.00	6,500.00
110 E 41000 510 000 00000 000	GOV - Insurance	4,703.00	0	0	-4,200.00	503
110 E 41000 511 000 00000 000	GOV - Insurance On Buildings	16,500.00	0	0	200	16,700.00

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budget	2023-24 Budget Carry Fwd	2023-24 Budget Revisions	2023-24 Budget Transfers	2023-24 Revised Budget
110 E 41000 513 000 00000 000	GOV - Liability	45,000.00	0	0	15,400.00	60,400.00
110 E 41000 521 000 00000 000	GOV - Surety Bonds For Officia	2,000.00	0	0	3,100.00	5,100.00
110 E 41000 920 000 00000 000	GOV - Property Acquisition	14,374,635.00	221,000.00	0	-927,109.00	13,668,526.00
110 E 41000 932 000 00000 000	GOV - Building Improvements	60,000.00	272,245.05	53,356.00	-32,500.00	353,101.05
110 E 41000 951 000 00000 000	GOV - Furn & Fixtures	25,000.00	0	0	-17,600.00	7,400.00
110 E 41210 111 000 00000 000	CRT - Salary	6,500.00	0	0	-2,500.00	4,000.00
110 E 41210 121 000 00000 000	CRT - Regular Employee Wages	1,200.00	0	0	-1,200.00	0
110 E 41210 123 000 00000 000	CRT - Overtime Wages	0	0	0	100	100
110 E 41210 143 000 00000 000	CRT - Retirement	0	0	0	100	100
110 E 41210 146 000 00000 000	CRT - Work Comp	0	0	0	100	100
110 E 41210 148 000 00000 000	CRT - Education/Training	500	0	0	900	1,400.00
110 E 41210 230 000 00000 000	CRT - DUES	0	0	0	400	400
110 E 41210 252 000 00000 000	CRT - Legal Expense	0	0	0	24,600.00	24,600.00
110 E 41330 111 000 00000 000	BOC - Salary	25,200.00	0	0	700	25,900.00
110 E 41330 141 000 00000 000	BOC - FICA (Employer's Share)	1,928.00	0	0	100	2,028.00
110 E 41330 148 000 00000 000	BOC - Education/Training	1,000.00	0	0	500	1,500.00
110 E 41330 280 000 00000 000	BOC - Travel	0	0	0	1,000.00	1,000.00
110 E 41330 287 000 00000 000	BOC - Meals & Entertainment	0	0	0	500	500
110 E 41330 288 000 00000 000	BOC - Vol Appreciation Dinner	4,000.00	0	0	4,900.00	8,900.00
110 E 41330 290 000 00000 000	BOC - Contracted Services	0	0	0	60,000.00	60,000.00
110 E 41330 999 000 00000 000	BOC - Donations	0	0	0	3,000.00	3,000.00
110 E 41500 111 000 00000 000	FIN - Salary	241,550.00	0	0	40,500.00	282,050.00
110 E 41500 121 000 00000 000	FIN - Regular Employee Wages	41,725.00	0	0	-28,100.00	13,625.00
110 E 41500 141 000 00000 000	FIN - FICA (Employer's Share)	21,910.00	0	0	1,600.00	23,510.00
110 E 41500 142 000 00000 000	FIN - Insurance	75,176.00	0	0	-19,300.00	55,876.00
110 E 41500 143 000 00000 000	FIN - Retirement	14,319.00	0	0	500	14,819.00
110 E 41500 144 000 00000 000	FIN- RHS PLAN	4,160.00	0	0	-3,000.00	1,160.00
110 E 41500 148 000 00000 000	FIN - Education/Training	9,000.00	0	0	-8,519.00	481
110 E 41500 220 000 00000 000	FIN - Printing	3,000.00	0	0	1,200.00	4,200.00
110 E 41500 259 000 00000 000	FIN - Other Prof Services	1,000.00	0	0	5,600.00	6,600.00
110 E 41500 280 000 00000 000	FIN - Travel	5,000.00	0	0	-1,231.25	3,768.75
110 E 41500 290 000 00000 000	FIN - Contracted Service	15,000.00	0	0	31,600.00	46,600.00
110 E 41500 318 000 00000 000	FIN - Misc Expense	500	0	0	-500	0
110 E 41500 951 000 00000 000	FIN - Furn & Fixtures	2,000.00	0	0	-2,000.00	0
110 E 41670 111 000 00000 000	ENG - Salary	125,185.00	0	0	3,000.00	128,185.00
110 E 41670 122 000 00000 000	ENG - Temporary Employee Wages	18,096.00	0	0	-7,600.00	10,496.00
110 E 41670 142 000 00000 000	ENG - Insurance	14,961.00	0	0	1,600.00	16,561.00
110 E 41670 143 000 00000 000	ENG - Retirement	6,322.00	0	0	100	6,422.00
110 E 41670 148 000 00000 000	ENG - Education/Training	3,950.00	0	0	4,500.00	8,450.00

	Account Level	2023-24	2023-24	2023-24	2023-24	2023-24
Fnd T Acct Obj Prj Loc Prg	Description	Original Budget	Budget Carry Fwd	Budget Revisions	Budget Transfers	Revised Budget
110 E 41670 245 000 00000 000	ENG - Telephone	2,160.00	0	0	1,000.00	3,160.00
110 E 41670 254 000 00000 000	ENG - Arch/Eng/Landscape Serv	15,000.00	0	0	20,000.00	35,000.00
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	30,000.00	0	0	3,055.00	33,055.00
110 E 41670 261 000 00000 000	Repairs & Maintenance Vehicles	1,500.00	0	0	1,500.00	3,000.00
110 E 41670 280 000 00000 000	ENG - Travel	6,350.00	0	0	3,360.00	9,710.00
110 E 41670 287 000 00000 000	ENG - Meals & Entertainment	1,500.00	0	0	100	1,600.00
110 E 41670 299 000 00000 000	ENG - Contingency	2,500.00	0	0	-1,700.00	800
110 E 41670 773 000 00000 000	ENG - New Canada Rd Improvemen	6,050,000.00	1,024,227.30	0	-275,300.00	6,798,927.30
110 E 41670 781 000 00000 000	ENG - Transp Plan Update	85,000.00	0	0	81,040.00	166,040.00
110 E 41670 900 000 00000 000	ENG - Capital Outlay Roads	375,000.00	0	0	660,000.00	1,035,000.00
110 E 41672 111 000 00000 000	INS - Salary	57,065.00	0	0	-2,800.00	54,265.00
110 E 41672 121 000 00000 000	INS - Regular Employee Wages	74,568.00	0	0	7,200.00	81,768.00
110 E 41672 123 000 00000 000	INS - Overtime Wages	768	0	0	1,200.00	1,968.00
110 E 41672 141 000 00000 000	INS - FICA (Employer's Share)	10,254.00	0	0	-2,000.00	8,254.00
110 E 41672 142 000 00000 000	INS - Insurance	42,889.00	0	0	-10,300.00	32,589.00
110 E 41672 143 000 00000 000	INS - Retirement	7,477.00	0	0	-1,500.00	5,977.00
110 E 41672 261 000 00000 000	INS - Repair & Maintenance Mot	5,000.00	0	0	1,700.00	6,700.00
110 E 41672 280 000 00000 000	INS - Travel	1,900.00	0	0	-200	1,700.00
110 E 41672 299 000 00000 000	INS - Contingency	300	0	0	-300	0
110 E 41672 341 000 00000 000	INS - Tools	1,500.00	0	0	-1,000.00	500
110 E 41700 111 000 00000 000	PLN - Salary	216,992.00	0	0	-6,400.00	210,592.00
110 E 41700 142 000 00000 000	PLN - Insurance	45,622.00	0	0	-6,000.00	39,622.00
110 E 41700 144 000 00000 000	PLN - RHS PLAN	2,600.00	0	0	-1,000.00	1,600.00
110 E 41700 245 000 00000 000	PLN - Telephone	1,000.00	0	0	1,400.00	2,400.00
110 E 41700 259 000 00000 000	PLN - Other Professional Servi	5,000.00	0	0	-400	4,600.00
110 E 41701 111 000 00000 000	ECD - Salary	48,708.00	0	0	-1,700.00	47,008.00
110 E 41701 142 000 00000 000	ECD - Insurance	6,731.00	0	0	-1,300.00	5,431.00
110 E 41701 143 000 00000 000	ECD - Retirement	2,460.00	0	0	100	2,560.00
110 E 41710 111 000 00000 000	CDE - Salary	0	0	0	49,200.00	49,200.00
110 E 41710 121 000 00000 000	CDE - Regular Employee Wages	48,298.00	0	0	-46,800.00	1,498.00
110 E 41710 143 000 00000 000	CDE - Retirement	2,439.00	0	0	100	2,539.00
110 E 41710 245 000 00000 000	CDE - Telephone	1,000.00	0	0	300	1,300.00
110 E 41711 111 000 00000 000	ITS - Salary	172,744.00	0	0	27,800.00	200,544.00
110 E 41711 121 000 00000 000	ITS - Regular Employee Wages	0	0	0	4,100.00	4,100.00
110 E 41711 122 000 00000 000	ITS - Temporary Employee Wages	34,538.00	0	0	-34,200.00	338
110 E 41711 143 000 00000 000	ITS - Retirement	10,303.00	0	0	3,100.00	13,403.00
110 E 41711 255 000 00000 000	IS - Data Processing Services	176,190.00	0	0	7,212.00	183,402.00
110 E 41711 258 000 00000 000	ITS - Flock Camera Access	65,000.00	0	0	48,644.00	113,644.00
110 E 41711 259 000 00000 000	IS - Other Professional Servi	136,230.00	0	0	-6,312.00	129,918.00

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budget	2023-24 Budget Carry Fwd	2023-24 Budget Revisions	2023-24 Budget Transfers	2023-24 Revised Budget
110 E 41711 948 000 00000 000	IS - Computer Upgrades	34,000.00	0	0	13,853.93	47,853.93
110 E 43000 111 000 00000 000	PW - Salary	70,335.00	0	0	4,400.00	74,735.00
110 E 43000 121 000 00000 000	PW - Regular Employee Wages	332,143.00	0	0	10,800.00	342,943.00
110 E 43000 123 000 00000 000	PW - Overtime Wages	3,421.00	0	0	3,400.00	6,821.00
110 E 43000 141 000 00000 000	PW - FICA (Employer's Share)	31,360.00	0	0	1,000.00	32,360.00
110 E 43000 142 000 00000 000	PW - Insurance	71,568.00	0	0	26,000.00	97,568.00
110 E 43000 143 000 00000 000	PW - Retirement	21,451.00	0	0	1,400.00	22,851.00
110 E 43000 144 000 00000 000	PW - RHS PLAN	8,154.00	0	0	-4,800.00	3,354.00
110 E 43000 148 000 00000 000	PW - Education/Training	3,000.00	0	0	2,030.72	5,030.72
110 E 43000 241 000 00000 000	PW - Electric	5,500.00	0	0	2,400.00	7,900.00
110 E 43000 244 000 00000 000		0	0	0	100	100
110 E 43000 245 000 00000 000	PW - Telephone	2,000.00	0	0	1,300.00	3,300.00
110 E 43000 254 000 00000 000	PW - Architectural, Engineerin	15,000.00	0	0	-8,745.72	6,254.28
110 E 43000 259 000 00000 000	PW - Other Prof. Services	10,000.00	0	0	-2,006.80	7,993.20
110 E 43000 261 000 00000 000	PW - Repair & Maintenance Moto	11,000.00	0	0	-1,000.00	10,000.00
110 E 43000 280 000 00000 000	PW - Travel	5,000.00	0	0	2,400.00	7,400.00
110 E 43000 290 000 00000 000	PW - Contracted Service	15,000.00	0	0	675	15,675.00
110 E 43000 326 000 00000 000	PW - Uniforms	5,700.00	0	0	1,300.00	7,000.00
110 E 43000 331 000 00000 000	PW - Gas, Oil, Diesel	10,000.00	0	0	5,006.80	15,006.80
110 E 43000 333 000 00000 000	PW - Other Equip Parts & Repai	10,000.00	0	0	3,000.00	13,000.00
110 E 43000 341 000 00000 000	PW - Tools	18,000.00	0	0	4,000.00	22,000.00
110 E 43000 344 000 00000 000	PW - Safety Supplies	4,000.00	0	0	4,266.10	8,266.10
110 E 43000 951 000 00000 000	PW - Furniture & Fixtures	2,000.00	0	0	1,000.00	3,000.00
110 E 44310 241 000 00000 000	SC - Electric	7,500.00	0	0	1,600.00	9,100.00
110 E 44310 244 000 00000 000	SC - Gas/Propane	350	0	0	100	450
110 E 44310 247 000 00000 000	SC - Programs - Admissions	4,000.00	0	0	-3,500.00	500
110 E 44310 290 000 00000 000	SC - Contracted Service	3,500.00	0	0	200	3,700.00
110 E 44310 320 000 00000 000	SC - Operating Supplies	2,500.00	0	0	-269.99	2,230.01
110 E 44400 246 464 00000 000	REC - Rent - Y Bball	15,000.00	0	0	-6,600.00	8,400.00
110 E 44400 246 465 00000 000	REC - Rent - Y Cheer	4,000.00	0	0	-3,000.00	1,000.00
110 E 44400 246 466 00000 000	REC - Rent - Y Tball	4,500.00	0	0	-1,000.00	3,500.00
110 E 44400 246 475 00000 000	REC - Rent - Y Football	2,500.00	0	0	-1,000.00	1,500.00
110 E 44400 290 464 00000 000	REC - Contracted Svc - Y BBALL	20,000.00	0	0	600	20,600.00
110 E 44400 290 467 00000 000	REC - Contracted Svc - Tennis	5,000.00	0	0	-2,500.00	2,500.00
110 E 44400 320 475 00000 000	REC - Op Supplies - Y Football	9,000.00	0	0	13,500.00	22,500.00
110 E 44400 326 465 00000 000	REC - Uniforms - Y Cheer	5,000.00	0	0	-1,000.00	4,000.00
110 E 44400 326 466 00000 000	REC - Uniforms - Y Tball	3,000.00	0	0	831.25	3,831.25
110 E 44400 326 475 00000 000	REC - Uniforms - Y Football	5,000.00	0	0	5,950.00	10,950.00
110 E 44421 241 000 00000 000	IHC - Electric	8,000.00	0	0	1,000.00	9,000.00

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budget	2023-24 Budget Carry Fwd	2023-24 Budget Revisions	2023-24 Budget Transfers	2023-24 Revised Budget
110 E 44421 245 000 00000 000	IHC - Telephone	800	0	0	964	1,764.00
110 E 44421 266 000 00000 000	IHC - Repair & Maintenance Bui	20,000.00	0	0	11,800.00	31,800.00
110 E 44421 290 000 00000 000	IHC - Contracted Service	3,000.00	0	0	2,500.00	5,500.00
110 E 44421 299 000 00000 000	IHC - Contingency	2,000.00	0	0	-964	1,036.00
110 E 44710 111 000 00000 000	PRK - Salary	265,596.00	0	0	15,800.00	281,396.00
110 E 44710 121 000 00000 000	PRK - Regular Employee Wages	123,806.00	0	0	16,400.00	140,206.00
110 E 44710 122 000 00000 000	PRK -Temporary Employee Wages	0	0	0	8,300.00	8,300.00
110 E 44710 123 000 00000 000	PRK - Overtime Wages	599	0	0	2,600.00	3,199.00
110 E 44710 141 000 00000 000	PRK - FICA (Employer's Share)	30,134.00	0	0	2,500.00	32,634.00
110 E 44710 142 000 00000 000	PRK - Insurance	94,190.00	0	0	-6,500.00	87,690.00
110 E 44710 143 000 00000 000	PRK - Retirement	17,844.00	0	0	1,300.00	19,144.00
110 E 44710 144 000 00000 000	PRK - RHS PLAN	6,240.00	0	0	-1,800.00	4,440.00
110 E 44710 148 000 00000 000	PRK - Education/Training	5,000.00	0	0	1,550.00	6,550.00
110 E 44710 245 000 00000 000	PRK - Telephone	2,040.00	0	0	6,300.00	8,340.00
110 E 44710 287 000 00000 000	PRK - Meals & Entertainment	2,500.00	0	0	-750	1,750.00
110 E 44710 290 000 00000 000	PRK - Contracted Service	134,000.00	0	0	-50,000.00	84,000.00
110 E 44710 290 023 00000 000	PRK - Contracted Svc - Storm23	0	0	0	38,200.00	38,200.00
110 E 44710 299 000 00000 000	PRK - Contingency	3,000.00	0	0	-2,250.00	750
110 E 44710 320 000 00000 000	PRK - Operating Supplies	3,500.00	0	0	-539	2,961.00
110 E 44710 325 110 00000 000	PRK - Halloween Fest	3,500.00	0	0	-450	3,050.00
110 E 44710 325 119 00000 000	PRK - Concerts	27,000.00	0	0	-4,000.00	23,000.00
110 E 44710 326 000 00000 000	PRK - Uniforms	1,150.00	0	0	2,900.00	4,050.00
110 E 44710 333 000 00000 000	PRK - Other Equip Parts & Repa	5,500.00	0	0	-1,749.94	3,750.06
110 E 44710 461 000 00000 000	PRK - Park Maintenance	60,000.00	0	0	8,250.00	68,250.00
110 R 36904 000 000 00000 000	Senior Citizens Donations	7,500.00	0	0	3,000.00	10,500.00
121 E 43100 111 000 00000 000	STR - Salary	34,643.00	0	0	2,100.00	36,743.00
121 E 43100 121 000 00000 000	STR - Regular Employee Wages	183,686.00	0	0	-6,100.00	177,586.00
121 E 43100 123 000 00000 000	STR - Overtime Wages	1,893.00	0	0	4,100.00	5,993.00
121 E 43100 141 000 00000 000	STR - FICA (Employer's Share)	17,015.00	0	0	900	17,915.00
121 E 43100 142 000 00000 000	STR - Insurance	33,236.00	0	0	21,100.00	54,336.00
121 E 43100 143 000 00000 000	STR - Retirement	12,124.00	0	0	2,700.00	14,824.00
121 E 43100 230 000 00000 000	STR - Publicity/Dues/Membershi	1,200.00	0	0	600	1,800.00
121 E 43100 259 000 00000 000	STR - Other Professional Servi	6,000.00	0	0	3,423.03	9,423.03
121 E 43100 261 000 00000 000	STR - Repair & Maintenance Mot	9,000.00	0	0	1,583.21	10,583.21
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	195,000.00	191,106.59	0	-42,378.89	343,727.70
121 E 43100 269 000 00000 000		0	0	0	4,320.00	4,320.00
121 E 43100 280 000 00000 000	STR - Travel	500	0	0	200	700
121 E 43100 287 000 00000 000	STR - Meals & Entertainment	1,000.00	0	0	100	1,100.00
121 E 43100 320 000 00000 000	STR - Operating Supplies	1,000.00	0	0	9,000.00	10,000.00

EXHIBIT A - CUMULATIVE BUDGET TRANSFER FYTD AS OF 5-31-24

	Account Level	2023-24	2023-24	2023-24	2023-24	2023-24
Fnd T Acct Obj Prj Loc Prg	**Description**	**Original Budget**	**Budget Carry Fwd**	**Budget Revisions**	**Budget Transfers**	**Revised Budget**
121 E 43100 331 000 00000 000	STR - Gas, Oil, Diesel	18,000.00	0	0	-7,610.24	10,389.76
121 E 43100 333 000 00000 000	STR - Other Equip Parts & Repa	9,000.00	0	0	1,179.31	10,179.31
121 E 43100 341 000 00000 000	STR - Tools	12,000.00	0	0	-100.42	11,899.58
121 E 43100 342 000 00000 000	STR - Sign Parts & Supplies	15,000.00	0	0	-3,000.00	12,000.00
121 E 43100 452 000 00000 000	STR - Gravel & Sand	60,000.00	0	0	-43,492.97	16,507.03
121 E 43100 471 000 00000 000	STR - Asphalt & Asphalt Filler	40,000.00	0	0	-7,323.03	32,676.97
121 E 43100 941 000 00000 000	STR - HEAVY EQUIPMENT	0	0	0	24,200.00	24,200.00
121 E 43160 241 000 00000 000	STR - Street Lighting-Electri	20,000.00	0	0	34,500.00	54,500.00
412 E 43250 232 000 00000 000	SEW - Environmental Protection	5,000.00	0	0	300	5,300.00
412 E 43250 252 000 00000 000	SEW - Legal Services	2,000.00	0	0	16,000.00	18,000.00
412 E 43250 254 000 00000 000	SEW - Arch/Eng/Landscaping	150,000.00	0	0	-16,000.00	134,000.00
412 E 43250 310 000 00000 000	SEW - Office Supplies &	3,000.00	952.52	0	-300	3,652.52
412 E 43250 333 000 00000 000	SEW - Other Equipment Parts	60,000.00	0	0	45,000.00	105,000.00
412 E 43250 341 000 00000 000	SEW - Tools	2,000.00	0	0	3,100.00	5,100.00
412 E 43250 452 000 00000 000	SEW - Gravel & Sand	5,000.00	0	0	-3,100.00	1,900.00
412 E 43250 953 000 00000 000	SEW - Improvements Other	350,000.00	0	0	-45,000.00	305,000.00
416 E 46000 111 000 00000 000	STW - Salaries	19,022.00	0	0	-4,900.00	14,122.00
416 E 46000 121 000 00000 000	STW - Regular Employee Wages	24,856.00	0	0	4,700.00	29,556.00
416 E 46000 123 000 00000 000	STW - Overtime Wages	256	0	0	400	656
416 E 46000 142 000 00000 000	STW - Insurance	9,203.00	0	0	1,700.00	10,903.00
416 E 46000 220 000 00000 000	STW - Printing	3,000.00	0	0	-1,900.00	1,100.00
416 E 46000 259 000 00000 000	STW - Other Professional Servi	2,500.00	0	0	-500	2,000.00
416 E 46000 280 000 00000 000	STW - Travel	200	0	0	2,000.00	2,200.00
416 E 46000 290 000 00000 000	STW - Contracted Service	5,000.00	0	0	-1,500.00	3,500.00
424 E 43260 123 000 00000 000	SDW - Overtime Wages	1,350.00	0	0	300	1,650.00
424 E 43260 148 000 00000 000	SDW - Education/Training	650	0	0	1,350.00	2,000.00
424 E 43260 149 000 00000 000	SDW - Uniforms	500	0	0	100	600
424 E 43260 210 000 00000 000	SDW - Postage	2,500.00	0	0	-1,350.00	1,150.00
424 E 43260 220 000 00000 000	SDW - Printing	3,000.00	0	0	-2,372.48	627.52
424 E 43260 245 000 00000 019	SDW - TELEPHONE-COVID-19	0	0	0	100	100
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	8,000.00	0	0	15,825.00	23,825.00
424 E 43260 280 000 00000 000	SDW - Travel	1,000.00	0	0	-825	175
424 E 43260 287 000 00000 000	SDW - Meals & Entertainment	400	0	0	100	500
424 E 43260 289 000 00000 000	SDW - Other Contracted Service	220,000.00	0	275,000.00	-57,600.00	437,400.00
424 E 43260 289 023 00000 000	SDW - Cont Svc - 23 Storm	0	0	0	56,800.00	56,800.00
424 E 43260 295 000 00000 000	SDW - Litter Control	25,000.00	0	0	-18,019.57	6,980.43
424 E 43260 296 000 00000 000	SDW - Keep Lakeland Beautiful	0	0	0	200	200
424 E 43260 331 000 00000 000	SDW - Gas, Oil, Diesel	15,000.00	0	0	5,392.05	20,392.05

Shelby County Sheriff's Office

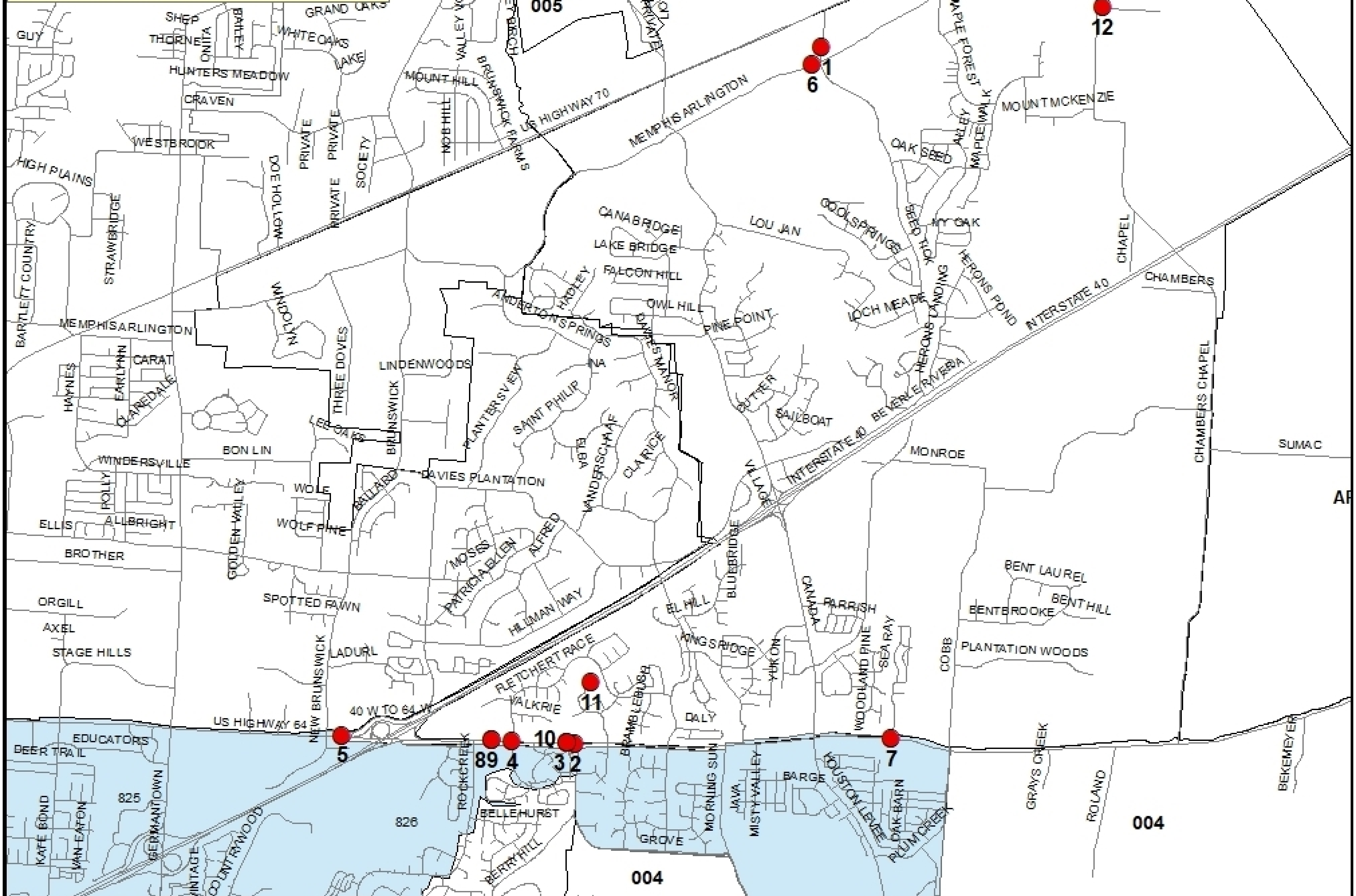
Crime Report

Lakeland

July 2024

Product of SCSO Criminal Intelligence Unit

Lakeland Report July 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2407000914SH	Burglary/Residential	PRIED PRIED	7/22/2024
2	2407000029SH	MVT/Passenger Vehicle	BROKE BROKE	7/1/2024
3	2407000178SH	MVT/Passenger Vehicle	BROKE BROKE	7/4/2024
4	2407000700SH	Other Theft/Non-Specific		7/16/2024
5	2407000694SH	Other Theft/Non-Specific	THROUGH UNLOCKED DOOR THROUGH UNLOCKED DOOR	7/15/2024
6	2407000783SH	Other Theft/Non-Specific		7/15/2024
7	2407001132SH	Shoplifting/Felony	THROUGH UNLOCKED DOOR THROUGH UNLOCKED DOOR	7/28/2024
8	2407000136SH	Shoplifting/Misdemeanor	LAWFUL LAWFUL	7/3/2024
9	2407001134SH	Theft from Building	LAWFUL LAWFUL	7/28/2024
10	2407000178SH	Theft from Motor Vehicle	BROKE BROKE	7/4/2024
11	2407000006SH	Theft from Motor Vehicle		6/30/2024
12	2407000221SH	Vandalism/Misdemeanor		7/5/2024

All Incident Count

Incident	Count
Burglary/Residential	1
Child Abuse Simple	1
Counterfeiting/Forgery	1
Drug Equipment Violation	2
Drugs/Narcotics Violation/Misdemeanor	2
False Pretenses/Swindle/Confidence Game	2
Intimidation	2
MVT/Passenger Vehicle	2
Other Theft/Non-Specific	3
Shoplifting/Felony	1
Shoplifting/Misdemeanor	1
Simple Assault	1
Theft from Building	1
Theft from Motor Vehicle	2
Threatening Phone Call	1
Vandalism/Misdemeanor	1
Weapon Law Violations/Misdemeanor	1
Grand Total	25

Tracked Count

Tracked Crimes	Jul-24	Jun-24	Jul-23
Agg Assualt	0	1	1
Burg Bus	0	0	0
Burg Const	0	0	0
Burg Res	1	2	0
MVT	2	3	4
Other Lar	5	4	5
Robb Ind	0	1	0
Theft Fm Bldg	1	1	2
Theft fm Mot Veh	2	1	5
Vandalism	1	2	2
Totals	12	15	19

END OF PRESENTATION

LAKELAND MUNICIPAL COURT
SEMI-ANNUAL REPORT
August 2024

CITY of LAKELAND

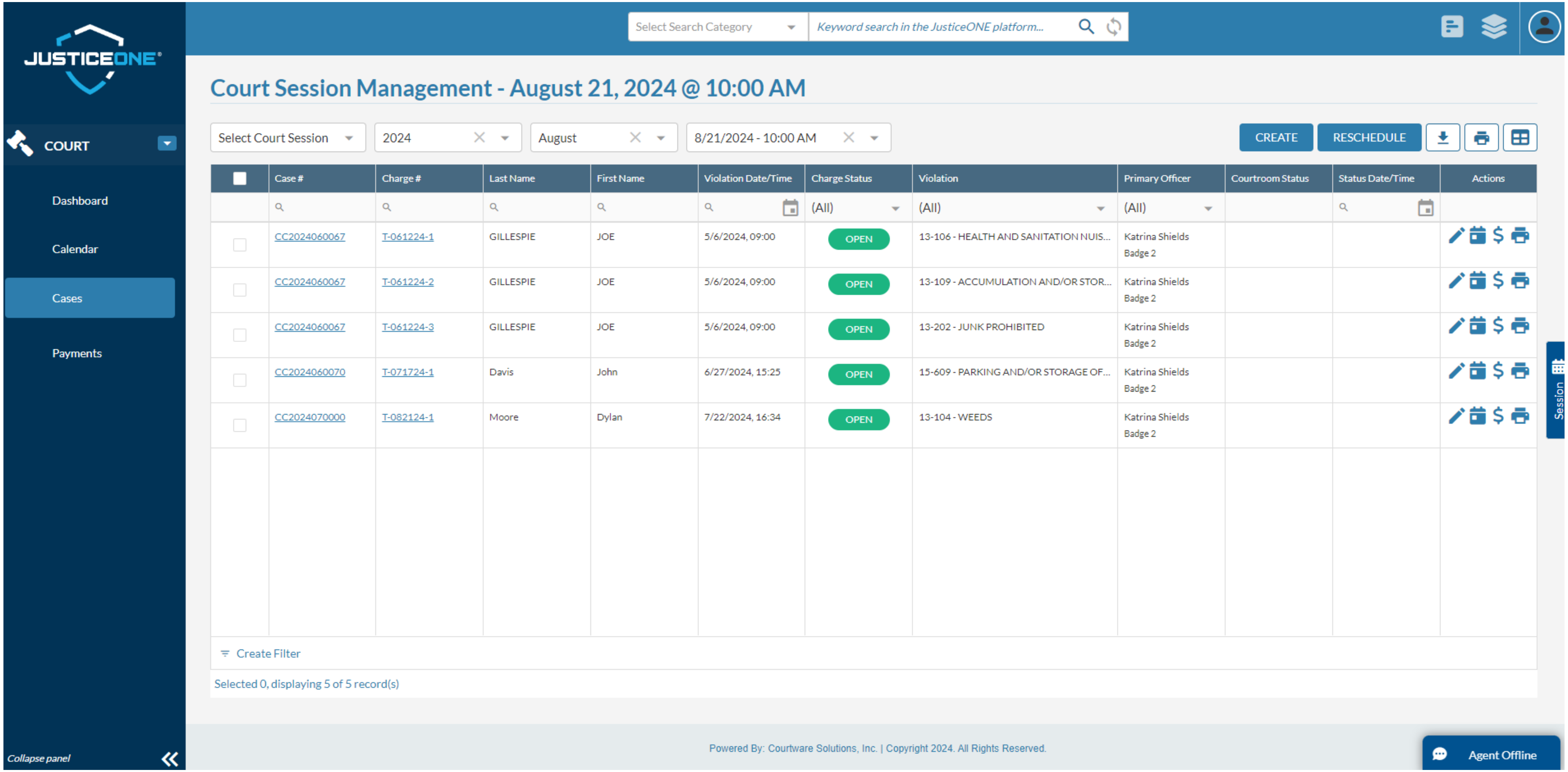
Swearing in a new lawyer

CITY of LAKELAND

TN MUNICIPAL JUDGES CONFERENCE

Spring 2024

CITY of LAKELAND



Court Session Management - August 21, 2024 @ 10:00 AM

Select Court Session | 2024 | August | 8/21/2024 - 10:00 AM

CREATE RESCHEDULE

	Case #	Charge #	Last Name	First Name	Violation Date/Time	Charge Status	Violation	Primary Officer	Courtroom Status	Status Date/Time	Actions
						(All)	(All)	(All)			
	CC2024060067	T-061224-1	GILLESPIE	JOE	5/6/2024, 09:00	OPEN	13-106 - HEALTH AND SANITATION NUIS...	Katrina Shields Badge 2			
	CC2024060067	T-061224-2	GILLESPIE	JOE	5/6/2024, 09:00	OPEN	13-109 - ACCUMULATION AND/OR STOR...	Katrina Shields Badge 2			
	CC2024060067	T-061224-3	GILLESPIE	JOE	5/6/2024, 09:00	OPEN	13-202 - JUNK PROHIBITED	Katrina Shields Badge 2			
	CC2024060070	T-071724-1	Davis	John	6/27/2024, 15:25	OPEN	15-609 - PARKING AND/OR STORAGE OF...	Katrina Shields Badge 2			
	CC2024070000	T-082124-1	Moore	Dylan	7/22/2024, 16:34	OPEN	13-104 - WEEDS	Katrina Shields Badge 2			

Create Filter

Selected 0, displaying 5 of 5 record(s)

Agent Offline

CITY of LAKELAND

Remote Hearings

On June 8, 2023, the Tennessee Supreme Court filed an order amending Supreme Court Rule 55. This new order allows Tennessee courts to continue the use of technology to conduct court proceedings and other court business remotely. As such, the Lakeland Municipal Court may, at its discretion, hold virtual hearings as opposed to, or in addition to, in-person proceedings.

If you have any questions, please call the Court Clerk at (901) 867-2717.

CITY of LAKELAND

ORDINANCE VIOLATION LIST

13-104	Overgrown Weeds
13-106	Health and Sanitation Nuisances
13-107	Inoperative vehicles on or adjacent to residential property
13-108	Overgrown and dirty lots
13-109	Accumulation and/or storage of loose limbs and yard waste
13-202	Junk Prohibited
13-309	Dilapidated, unsafe, or unfit structure
13-405	Standard Tree Removal – no permit/plan
13-410	Hazardous tree – private property
14-409	Signs – Failure to obtain permit
14-703	Illegal fence
14-709	Erection of fence without permit
15-601	Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
15-609	Improper parking and/or storage of recreational vehicles and equipment on residential land
17-102	Unclean premises – solid waste
17-110	Improper disposal – solid waste/recyclable materials
18-603	Land Development and Const. – no soil stabilization after land cleared

CITY of LAKELAND

Municipal Court 2024

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax	Education Fee
21-Feb-2024	Patrick Connolly	Yes	13-107	Continued	N/A	N/A	N/A	N/A
			14-703					
			15-609					
	Charles Murphy	Yes	13-405	Guilty	$100.00	$50.00	$27.50	$1.00
			18-603	Guilty				
	Steven Morrow	No	13-107	Continued	N/A	N/A	N/A	N/A
20-Mar-2024	Patrick Connolly	Yes	13-107	Continued	N/A	N/A	N/A	N/A
			14-703					
			15-609					
	Steven Morrow	Yes	13-107	Guilty	$100.00	$50.00	$27.50	$1.00
10-Apr-2024	Patrick Connolly	No	13-107	Continued	N/A	N/A	N/A	N/A
			14-703					
			15-609					
	Steven Morrow (not on docket)	No	13-107	Payment Extension				
15-May-2024	Patrick Connolly	Yes	13-107	Guilty	$100.00	$50.00	$27.50	$1.00
			14-703	Guilty		$50.00		
			15-609	Guilty		$50.00		
	Steven Morrow	No	13-107	Non-Pay	N/A	N/A	N/A	N/A
20-Jun-2024	Gillespie Family Cemetery Inc.	No	13-106	Continued	N/A	N/A	N/A	N/A
			13-109					
			13-202					
	Michael Jones	Yes	15-609	Guilty	$100.00	$50.00	$27.50	$1.00
	Steven Morrow	Yes	13-107	Paid				
				Total:	$400.00	$300.00	$110.00	$4.00

CITY of LAKELAND

QUESTIONS?

CITY of LAKELAND

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

I. CALL TO ORDER BY MAYOR:
The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, July 18, 2024.

II. INVOCATION:
The invocation was offered by Mayor Roman.

III. PLEDGE:
The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, ITS Director Josh Thompson, Public Works Director Matt Brown, Planning Director Paul Luker, Parks and Recreation Director Andrew Fisher, Staff Engineer Paul Posey, Staff Engineer Luis Camarillo Hernandez and Community Development Specialist Lisa West (as acting recorder).

V. PUBLIC HEARING:
None.

VI. TREASURER'S REPORT:
None.

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

Sheriff's Report

a. June Lakeland Crime Report
This report was offered by Lieutenant Less.

City Manager's Report

a. July 2024 City Manager's Report
   This report was offered by City Manager Michael Walker.

Commissioners' Report

a. Board of Education - *Commissioner Wright*
   This report was offered by Commissioner Wright.

b. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
   This report was offered by Commissioner Atkinson.

c. Parks and Recreation Board - *Vice Mayor Dial*
   This report was offered by Vice-Mayor Dial.

d. Industrial Development Board - *Mayor Roman*
   This report was offered by City Manager Michael Walker.

VIII. PUBLIC COMMENTS:
For the record: Public comments were heard at the time of the correlating agenda item.

IX. SEWERAGE COMMISSION BUSINESS:
None.

X. CONSENT AGENDA:
None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - June 18, 2024

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

Discussion ensued.

For the record: City Manager Michael Walker offered two (2) amendments to the minutes:

1. Correct the title of Wesley Wright from "Vice Mayor" to "Commissioner" in the voting section of regular agenda item number 11.
2. Correct the adjournment date from "June 16" to "June 18".

No objections were heard.

Discussion ensued.

When the question was called the minutes passed as amended, roll call vote, 4 in favor 1 against 0 abstain (4-1-0).

Yea: Commissioner Atkinson, Vice-Mayor Dial, Mayor Roman, Commissioner Wright

Nay: Commissioner McCarter

Abstain: None

2. **<u>Ordinance - First Reading</u>** - amending certain portions of title 14 (zoning and land use control) chapter 14 (signs) of the City of Lakeland's Municipal Code pertaining to section 14-405. *Sponsored by Mayor Roman*

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

   City Attorney Will Patterson presented this item.

   Discussion ensued.

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

   Yea: Commissioner Atkinson, Vice-Mayor Dial, Commissioner McCarter, Mayor Roman, Commissioner Wright

   Nay: None

   Abstain: None

3. **<u>Ordinance - First Reading</u>** - amending the fiscal year 2024 annual budget, passed by ordinance O-10-2023, as amended by ordinances O-3-2024 and O-6-2024.

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

   City Manager Michael Walker presented this item.

   Discussion ensued.

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

Yea: Commissioner Atkinson, Vice-Mayor Dial, Commissioner McCarter, Mayor Roman, Commissioner Wright

Nay: None

Abstain: None

4. **Resolution** - approving reappointment to the Community Advisory Board.

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

   City Manager Michael Walker presented this item.

   Discussion ensued.

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

5. **Resolution** - approving a contract with Smith Seckman Reid, Inc. for the replacement of Lift Station #24 for Lakeland Hills Dr.

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

   Staff Engineer Paul Posey presented this item.

   Discussion ensued.

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

6. **Resolution** - approving a contract with Geotechnology, LLC dba UES for geotechnical exploration services for the Oliver Creek Interceptor project.

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

   Staff Engineer Paul Posey presented this item.

   Discussion ensued.

   For the record: Mayor Roman moved to amend the third WHEREAS in this resolution document to correct "fiscal year 2024" to "fiscal year 2025", no objections were heard.

   Discussion ensued.

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

7. **Resolution** - approving Change Order #1 with Barge Design Solutions for the Fiscal Year 2024 Lakeland Athletic Complex Phase II design and engineering.

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

   Parks and Recreation Director Andrew Fisher presented this item.

   Discussion ensued.

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

   Yea: Commissioner Atkinson, Vice-Mayor Dial, Mayor Roman, Commissioner Wright

   Nay: None

   Abstain: Commissioner McCarter

8. **Resolution** - approving an agreement with the Tennessee Department of Transportation for Seed Tick Road Roundabout.

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

   Staff Engineer Luis Camarillo Hernandez presented this item.

   Discussion ensued.

   For the record: Public comments were heard from the following residents:

   1. Richard Gonzales of the 5000 block of Conifer View Lane.

   Discussion ensued.

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

   Yea: Commissioner Atkinson, Vice-Mayor Dial, Mayor Roman, Commissioner Wright

   Nay: None

   Abstain: Commissioner McCarter

9. **Resolution** - authorizing the submittal of an application to the Tennessee Department of Transportation for the 2024 Statewide Partnership Program.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

10. **Resolution** - approving Amendment #1 of the Solid Waste Collection and Disposal Contract with Waste Connections of Tennessee, Inc.

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

Public Works Director Matt Brown presented this item.

Discussion ensued.

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

Yea:	Commissioner Atkinson, Vice-Mayor Dial, Commissioner McCarter, Mayor Roman, Commissioner Wright
Nay:	None
Abstain:	None

11. **Resolution** - authorizing the City Manager to execute an agreement with Central Technologies, Inc. for Microsoft 365 licensing renewal.

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

ITS Director Josh Thompson presented this item.

Discussion ensued.

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

12. **Resolution** - authorizing the City Manager to execute a multi-year agreement with Trimble for Cityworks license renewal.
Commissioner Wright moved to bring this item to the floor, seconded by Vice-Mayor Dial.

ITS Director Josh Thompson presented this item.

Discussion ensued.

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

13. **Resolution** - authorizing the City Manager to execute an agreement with True North Geographic Technologies, LLC for Cityworks and GIS hosting services.

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

    ITS Director Josh Thompson presented this item.

    Discussion ensued.

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

14. **Resolution** - authorizing the City Manager to execute a professional services engagement letter with Bass, Berry & Sims PLC for general legal advice and/or representation pertaining to matters of public finance and economic development.

    Commissioner Wright moved to bring regular agenda item number 14 to the floor, seconded by Mayor Roman.

    For the record: Mayor Roman combined regular agenda items number 14 and 15 to be discussed and voted together.

15. **Resolution** - authorizing the City Manager to execute a professional services engagement letter with Bass, Berry & Sims PLC for the issuance of general obligation bonds to the United States Department of Agriculture.

    Commissioner Wright moved to bring regular agenda item number 15 to the floor, seconded by Mayor Roman.

    City Manager Michael Walker presented these items.

    Discussion ensued.

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

Yea:	Commissioner Atkinson, Vice-Mayor Dial, Commissioner McCarter, Mayor Roman, Commissioner Wright
Nay:	None

Abstain: None

16. **<u>Resolution</u>** - authorizing expense reimbursements for the Board of Commissioners.

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

    City Manger Michael Walker presented this item.

    Discussion ensued.

    For the record: Public comments were heard from the following residents:

    1. Richard Gonzales of the 5000 block of Conifer View Lane.
    2. Jason Eaton of the 10000 block of Monroe Road.

    Discussion ensued.

    When the question was called the resolution failed, roll call vote, 1 in favor 4 against 0 abstain (1-4-0).

    Yea: Mayor Roman

    Nay: Commissioner Atkinson, Vice-Mayor Dial, Commissioner McCarter, Commissioner Wright

    Abstain: None

17. **<u>Resolution</u>** - authorizing payment to the Lakeland School System for a portion of the cost of a temporary traffic signal at Highway 70 and Seed Tick Road. *Sponsored by Commissioner Wright*

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

    Commissioner Wright presented this item.

    Discussion ensued.

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

18. **<u>Discussion and Possible Action</u>** - regarding possible regulations requiring supplemental vegetation after the completion of construction and/or Memphis Light Gas and Water (MLGW) project. *Sponsored by Commissioner Wright*

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

Commissioner Wright presented this item.

Discussion ensued.

For the record: Mayor Roman requested that the action taken for this item should be to hire a supplemental attorney for current and future matters regarding Memphis Light Gas and Water (MLGW).

XII. ANNOUNCEMENTS:

1. City Attorney Will Patterson announced that an email will be sent to the board members regarding City Manager Michael Walker's performance evaluation.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:59pm on Thursday, July 18, 2024.

These minutes were approved on August 15, 2024.

____

Josh Roman
Mayor

ATTEST:

____

Cheyenne Carter
City Recorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Ordinance - Second and Final Reading** - amending certain portions of title 14 (zoning and land use control) chapter 14 (signs) of the City of Lakeland's Municipal Code pertaining to section 14-405. *Sponsored by Mayor Roman*

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-7-2024.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

This ordinance removes language from the City of Lakeland's municipal code related to content-based regulation of signs.

ORDINANCE O-7-2024

AMENDING CERTAIN PORTION OF TITLE 14 (ZONING AND LAND USE CONTROL) CHAPTER 14 (SIGNS) OF THE CITY OF LAKELAND'S MUNICIPAL CODE PERTAINING TO SECTION 14-405

WHEREAS, the City of Lakeland's current sign ordinance contains content-based regulations pertaining to signs; and,

WHEREAS, the Board of Commissioners desires to remove content-based regulations; and,

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

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

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

SECTION 1. The City of Lakeland municipal code section 14-405, Prohibited Signs and Devices, is hereby amended to remove the following words and/or phrases (the current municipal code section showing such in context is included as Exhibit A):

(1) Content
(3) Signs which show pictures of human figures, animals or food, and signs which contain characters, cartoons or statements of an obscene, indecent or immoral character which would offend public morals or decency;
(4) Content
(23) Inflatable signs
(40) Any sign that exhibits statements, words or pictures of an obscene nature.

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

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

ORDINANCE O-7-2024

AMENDING CERTAIN PORTION OF TITLE 14 (ZONING AND LAND USE CONTROL)
CHAPTER 14 (SIGNS) OF THE CITY OF LAKELAND'S MUNICIPAL CODE
PERTAINING TO SECTION 14-405

First Reading: July 18, 2024
Public Hearing: August 15, 2024
Final Reading: August 15, 2024

ATTEST:

_________________________	_________________________
Josh Roman	Cheyenne Carter
Mayor	*City Recorder*

(i) A maximum of one (1) shopping center sign shall be allowed per street frontage and shall be located only on an arterial road (Canada Road, Highway 64, or Highway 70).

(ii) The maximum total sign area shall be one hundred fifty (150) square feet

(iii) The maximum size of the directory space shall be one hundred twenty (120) square feet.

(iv) The maximum height of the sign shall not exceed fifteen feet (15').

(v) The maximum width of the sign face shall be ten feet (10').

(vi) The maximum individual tenant space on the sign shall be fifteen (15) square feet.

(vii) The minimum letter height allowed for tenant identification on the sign shall be ten inches (10").

(viii) The minimum setback from right-of-way is ten feet (10').

(ix) No shopping center sign shall be located within five hundred feet (500') of another shopping center sign.

(x) The shopping center sign shall include the street address of the center, or the address range if more than one (1) address is included in the project.

(xi) The sign shall be placed upon a brick or stone base a minimum of eighteen inches (18') in height measured from finished grade.

(xii) The base of the sign shall be landscaped with evergreen and deciduous shrubbery and seasonal colors on each side of the sign in at least an area equivalent to the total sign area of each face of the sign.

(xiii) No sign within six hundred feet (600') of any residential district shall be illuminated between the hours of midnight and 6:00 A.M. unless the sign is visibly obstructed from the residential district. (1989 Code, § 4-204, as amended by Ord. #192, Dec 1996, replaced by Ord. #03-41, June 2003, and amended by Ord. #04-59, March 2004, Ord. #07-108, Aug. 2007, Ord. #07-109, Aug. 2007, Ord. #12-177, Aug. 2012, and replaced by Ord. #16-245, Oct. 2016)

14-405. <u>Prohibited signs and devices</u>. All signs not express permitted under this chapter or exempt from regulation as provided for in this chapter are prohibited. Such signs include, but are not limited to:

(1) Signs which are of a size, location, movement, content, coloring, or manner or illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal;

(2) Signs which contain or are an imitation of an official traffic sign or signal or contain the words "Stop," "Go Slow," "Caution," "Yield," "Danger," "Warning" or similar words;

(3) Signs which show pictures of human figures, animals or food, and signs which contain characters, cartoons or statements of an obscene, indecent or immoral character which would offend public morals or decency;

(4) Signs which are of a size, location, movement, content, coloring, or manner or illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal;

(5) Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal;

(6) Changeable copy signs (manual and automatic), except for civic, institutional and schools. Any changeable copy sign (manual) that does not have a locked, vandal-proof access cover;

(7) Canopies with backlighting shall not be allowed;

(8) Any internally illuminated sign, unless permitted in a commercial district;

(9) Beacons;

(10) Rotating signs;

(11) Snipe signs, or off-premise signs attached to utility poles, trees, or any like freestanding structure;

(12) Windblown devices;

(13) Flashing signs;

(14) Open channel letter signs;

(15) Projecting signs;

(16) Canopy signs;

(17) Marquee signs;

(18) Tag signs;

(19) Portable signs;

(20) Double-faced, "V"-type back-to-back signs;

(21) Pole signs;

(22) Project signs;

(23) Inflatable signs;

(24) Signs painted on or attached to balloons and other such devices, whether hot air or cold air or gas filed;

(25) Animated signs;

(26) Signs which emit audible sound, odor or visible matter;

(27) Off-premise signs;

(28) Any commercial sign located in a residential district not otherwise provided for in this chapter;

(29) Strips or strings of lights outlining property lines, sales areas, roof lines, doors, window, wall edges, or other architectural elements of a building, provided, however, this prohibition shall not apply generally to holiday decorations and lighting;

(30) Neon and other similar type signs located in such a manner as to attract public attention from outside the building that:

(a) Contain a message clearly intended for public recognition outside the buildings such as "drive thru" and other similar messages; or

(b) Are legible from the public right-of-way or adjacent property; provided, however, an illuminated sign containing the word "Open" may be displayed in the front window of a tenant space provided such sign does not exceed four (4) square feet in sign area and must be turned off after business hours or when the tenant space is not being occupied;

(31) Signs attached to, suspended from or painted on any vehicle which is regularly parked on any street or private property when one of the purposes of so locating such vehicle is to display, demonstrate, and advertise or attract the attention of the public:

(a) It is not a violation of this section merely to have a common logo of business sign attached to, suspended from, or painted on a company vehicle regularly engaged in the business of the owner, and;

(b) When appropriate authorities determine that a vehicle is being regularly parked in a manner that violates this chapter, the city will issue a single notice of violation to the owner of the vehicle, to remove said vehicle from the premises. Failure to remove said vehicle might result in further legal action including the removal of said vehicle by the city.

(32) Any sign attached to an accessory structure, except an incidental sign, if such sign is legible from the public right-of-way or from an adjoining property;

(33) Signs which are structurally unsound or which are rendered structurally sound by guy wires or unapproved facing or bracing;

(34) Abandoned, neglected or dilapidated signs;

(35) Any other attention-attracting device, except for those conforming to the dimensional, design, lighting and other standards applicable to a sign in the same location;

(36) Any sign that obstructs or substantially interferes with any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress to any building;

(37) Ground signs exceeding thirty-two (32) square feet in copy area and/or signs and sign structures in excess of seventy-two inches (72") in height unless otherwise provided for in this chapter;

(38) Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, pursuant to a condition of approval for a subdivision, planned development or site plan;

(39) Signs which advertise an activity illegal under federal laws, the laws of the State of Tennessee, or any laws of Shelby County or the City of Lakeland; and

(40) Any sign that exhibits statements, words or pictures of an obscene nature.

(41) Signs not expressly permitted in this chapter are prohibited. (1989 Code, § 4-205, as replaced by Ord. #03-41, June 2003, amended by Ord. #04-59, March 2004, and replaced by Ord. #16-245, Oct. 2016)

14-406. Design and construction standards. (1) Construction standards. All signs shall be designed, constructed and maintained in accordance with the following standards:

(a) All signs shall comply with applicable provisions of local, state and federal building codes including seismic design standards and wind load design specifications.

(b) Electrical signs that have internal wiring or lighting equipment, and external lighting equipment that directs light on signs, shall not be erected or installed until an electrical permit has been obtained from the city or authority having jurisdiction. All such signs and equipment shall bear the seal of approval of an electrical testing laboratory that is nationally recognized as having the facilities for testing and requires proper installation in accordance with the National Electrical Code. All wiring to electrical signs or to freestanding equipment that lights the sign shall be installed underground.

(c) Except for permitted banners, flags, temporary signs and window signs conforming in all respects with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be attached to the ground, a building or another structure by direct attachment to the wall, frame or structure.

(d) All ground-mounted signage shall include landscaping around the entire base of the sign structure. Landscaping shall consist of multiple rows of evergreen and deciduous plant materials and seasonal colors that add visual interest to the sign. All landscaping shall be irrigated. All plant materials shall be properly maintained including the immediate removal and replacement of any dead or diseased plant materials.

(2) Maintenance standards. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this chapter. specifically:

(a) A sign shall have no more than twenty percent (20%) of its surface area covered with disfigured, cracked, ripped or peeling paint, poster paper or other material for a period of more than thirty (30) days.

(b) A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than fifteen degrees (15E) from vertical for a period of more than ten (10) days.

(c) A sign shall not have weeds, trees, vines, or other vegetation growing upon it, or obscuring the view of the sign from the public

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Ordinance - Second and Final Reading** - amending the fiscal year 2024 annual budget, passed by ordinance O-10-2023, as amended by ordinances O-3-2024 and O-6-2024.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-8-2024.

BUDGET IMPACT

This ordinance increases total appropriations in the Solid Waste fund for fiscal year 2024 by $309,000.

DISCUSSION

Under previous departmental leadership, the Solid Waste fund budget for contracted services (trash collection) was originally set at a level lower than actual results for several prior fiscal years. This amendment prevents the Solid Waste fund from exceeding total appropriations. All resulting contracted services costs are in accordance with previously approved collection agreements.

ORDINANCE O-8-2024

AMENDING THE FISCAL YEAR 2024 ANNUAL BUDGET,
PASSED BY ORDINANCE O-10-2023, AS AMENDED
BY ORDINANCES O-3-2024 AND O-6-2024

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

WHEREAS, the City of Lakeland amended the fiscal year 2023-2024 budget by passage of Ordinance O-3-2024 on April 18, 2024; and,

WHEREAS, the City of Lakeland further amended the fiscal year 2023-2024 budget by passage of Ordinance O-6-2024 on June 18, 2024; and,

WHEREAS, expenditures in the Solid Waste Fund are expected to exceed the budget, as amended:

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

SECTION 1. Ordinance O-10-2023, Ordinance O-3-2024, and Ordinance O-6-2024 are hereby amended by increasing contracted services (and thereby total appropriations) in the Solid Waste Fund by three hundred nine thousand dollars ($309,000).

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

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

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

ORDINANCE O-8-2024

AMENDING THE FISCAL YEAR 2024 ANNUAL BUDGET,
PASSED BY ORDINANCE O-10-2023, AS AMENDED
BY ORDINANCES O-3-2024 AND O-6-2024

First Reading: July 18, 2024
Public Hearing: August 15, 2024
Final Reading: August 15, 2024

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - approving an agreement with Traf-Mark Industries, LLC for the installation of crosswalk markings.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-103-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 Annual Budget for the State Street Aid Fund.

DISCUSSION

The City of Lakeland is currently under contract with Standard Construction Company to repave parts of the Oakwood neighborhood. In doing so, we are removing some existing crosswalk markings. In order to keep the surrounding school area safe, the Engineering Department has reached out to Traf-Mark Industries, LLC to obtain a quote to reinstall the crosswalks that were removed and to also install new crosswalks. The Engineering Department recommends approving this work for the safety of the school area.

RESOLUTION R-103-2024

APPROVING AN AGREEMENT WITH TRAF-MARK INDUSTRIES, LLC FOR THE INSTALLATION OF CROSSWALK MARKINGS

WHEREAS, the City desires install crosswalk markings within the Oakwood neighborhood; and,

WHEREAS, Traf-Mark Industries, LLC is willing and able to provide these services; and,

WHEREAS, funding is appropriated in the Fiscal Year 2025 Annual Budget for the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder to attest, an agreement with Traf-Mark Industries, LLC for the installation of crosswalk markings in the amount of ten thousand five hundred seventy-four dollars ($10,574.00)

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

ATTEST:

Josh Roman	Cheyenne Carter
Mayor	*City Recorder*


Ravenwood Oak Dr
Oakseed Ln
Oakseed Ln
Oakseed Ln
Oakseed Ln
Oakseed Ln
Oakseed Ln
Mitchwood Oak Dr
Oakseed Ln
Oakseed Ln
Ridgewood Oak Dr
Ravenwood Oak Dr
10104
10126
10134
4492
10095
10105
10115
10129
4510


Oak Dr
Markwood Oak Dr
Markwood Oak Dr
Gillespie Oak Dr
Gillespie Oak Dr
Gillespie Oak Dr


10268
Mt Gillespie Dr
ie Oak Dr
Gillespie Oak Dr
Mt Gillespie Dr
e Dr

280 Mann Drive * Piperton TN 38017 * Phone (901) 744-7400 * jhutchison@traf-mark.com

QUOTATION

To: City of Lakeland
Address: 100001 HWY 70
City/State: Lakeland TN 38002
Attention: Luis Carmarillo Hernandez
Contract #:

Job Description: Lakeland Ladder Style Crosswalks
County: Shelby
Letting Date:
Projected Completion:

FURNISH AND INSTALL COMPLETE PER PLANS AND SPECIFICATIONS BY OUR FORCES

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
716.02.03	200.000	LF	Plastic Pavement Mkg (Cross Walk - Ladder Style) *Mitchwood Oaks @ Oakseed - 50'* *Ridgewood Oaks @ Oakseed - 50'* *Ravenwood Oak @ Oakwood - 10'* *Mt. Gillespie @ Gillespi Oak - 45'* *Markwood Oak @ Gillespi Oak - 45'*	52.87	10,574.00

Total: **$ 10,574.00**

Quote accepted by:

Buyer ______________________

Title ______________________

Company ______________________

Date ______________________

Traf-Mark Industries, LLC

By Jason Hutchison
Jason Hutchison

Date 7/19/2024

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - approving an agreement with Gibson Paving, Inc. for the Fiscal Year 2025 Street Patching project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-104-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 Annual Budget State Street Aid Fund.

DISCUSSION

On February 15, 2024, the Board of Commissioners ("BOC") approved the Fiscal Year 2024 ("FY24") Street Paving Project with Standard Construction. The BOC additionally directed staff to obtain pricing from Standard Construction for street patching in Herons Ridge Subdivision Phases A & B and on Canada Road south of the I-40 interchange.

On March 7, 2024, Change Order #1 was presented to the BOC in the amount of $713,344.00. The contractor was eligible to increase the unit price on quantities related to patching because they exceeded 25% of the original bid estimate. Due to the increase in unit cost, the BOC directed staff to reduce the quantity of patching not to exceed 25% of the original quantities and to bid out the patching work in an effort to obtain competitive pricing.

On April 4, 2024, staff presented the BOC with several options to complete the patching work. The options included: (1) approving Change Order # 1 in the amount of $713,344.00 as presented to the BOC on March 7, (2) approving a change order in the amount of $72,700.00 that would limit the patching to only Herons Ridge Phases A & B and does not exceed 25% of the original bid estimate, (3) award a contract to Lehman-Roberts Company in the amount of $1,230,625.00 for contracted patching in Herons Ridge A & B and Canada Road south of I-40. The BOC favored option 2, reducing the quantities to less than 25% of the original bid, and directed staff to present the change order at the April 18 BOC meeting.

On April 18, 2024, staff presented to the BOC Change Order #1 which included the reduced street patching in Herons Ridge Phases A & B not to exceed 25% of the original bid estimate.

The total cost of Change Order #1 was $72,700.00. After discussions with Standard Construction, they verbally confirmed that they would also honor the original unit price for the street patching on Canada Road. On May 2, 2024, staff presented to the BOC Change Order #2 which included the requested patching work on Canada Road south of the I-40 interchange. The total cost of Change Order #2 was $135,344.00

Recently, Standard Construction Company, Inc. changed their position and have declined to complete the street patching work in both Change Orders # 1 and # 2. Understanding the need to complete the work within the approved Fiscal Year 2025 ("FY25") budget, staff proposes a hybrid approach whereas Public Works and a private contractor will work together to perform the street repairs. The Public Works Department will remove the asphalt and/or excavate the failure. The contractor will place the asphalt over the repairs within 48 hours on a residential street or 24 hours on an arterial or collector street.

The Fiscal Year 2025 Street Patching project was bid on August 7. The City received one (1) sealed bid which is listed in the table below.

BIDDER	BID AMOUNT
Gibson Paving, Inc.	$465,800.00

Additionally, the Public Works Department will be able to utilize this contract to complete patching work in other neighborhoods and streets throughout the City. The City has reviewed the bid and recommends awarding the agreement to Gibson Paving, Inc. for being the lowest and most qualified bidder.

RESOLUTION R-104-2024

APPROVING AN AGREEMENT WITH GIBSON PAVING, INC. FOR THE FISCAL YEAR 2025 STREET PATCHING PROJECT

WHEREAS, the City desires to patch streets throughout the City; and,

WHEREAS, Gibson Paving, Inc. was the lowest qualified bidder on August 7, 2024 for the Fiscal Year 2025 Street Patching; and,

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

WHEREAS, funding is appropriated in the Fiscal Year 2025 Annual Budget for the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder to attest, an agreement with Gibson Paving, Inc. for the Fiscal Year 2025 Street Patching Project in the amount of four hundred sixty-five thousand eight hundred dollars ($465,800.00)

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

ATTEST:

________________________	________________________
Josh Roman	Cheyenne Carter
Mayor	*City Recorder*

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Lakeland is desirous to patch streets; and,

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for FY25 STREET PATCHING PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by June 19, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 26, 2025.

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Four Hundred Sixty-Five Thousand Eight Hundred Dollars ($465,800), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)

8.3 Exhibit "A" - Bid Form and Bid Schedule.

8.4 Affidavit of Drug Free Work Program

8.5 Addenda

8.6 Performance & Payment Bonds

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).

8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).

8.9 General Requirements

8.10 Special Provisions (Section 01810)

8.11 Technical Specifications

8.12 Notice of Award.

8.13 Notice to Proceed.

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

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

____

(PROJECT:_____________________)

DATED this ________ day of ____________, 2024

CONTRACTOR:

ATTEST:

By: ______________________________ By: ______________________________

Title: ______________________________ Title: ______________________________

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

ATTEST:

By: ______________________________ By: ______________________________

Cheyenne Carter
Title: City Recorder

Michael Walker
Title: City Manager

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - approving an agreement with Barge Design Solutions, Inc. for the Scotts Creek Wastewater Treatment Plant condition and capacity study.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-105-2024.

BUDGET IMPACT

This expense is included in the Fiscal Year 2025 Annual Budget in the Sewer Fund spending plan.

DISCUSSION

The Scotts Creek Wastewater Treatment Plant ("WWTP") was constructed in 2007. As the facility approaches 20 years of service and the new Oliver Creek Interceptor routes additional flow to the plant, a condition and capacity study is needed to evaluate the condition of the equipment as well as assess the remaining capacity for treatment.

The City issued an RFQ soliciting proposals for the condition and capacity study. The selection committee selected Barge Design Solutions based on their experience with these types of studies and their proposed method to complete the work. The agreement includes the following services:

1. Condition Assessment - the consultant will evaluate all equipment at the WWTP and provide a condition ranking and cost estimates to be used in capital improvement planning.

2. Capacity Study - the consultant will evaluate the additional flows that will be routed to the WWTP from the new Oliver Creek Interceptor project. The focus will be improvements to the WWTP to manage high intensity wet weather flows. This item includes flow monitoring to determine what the actual wet weather peak flows are in the system.

3. Asset Management Plan - the City is required to have a written asset management plan for grant funds received through the Tennessee Department of Environment and

Conservation ("TDEC"). This includes all federal American Recovery Plan ("ARP") dollars which are passed through TDEC.

The consultant also provided an estimate for additional flow monitoring, if required. Staff proposes to include the additional monitoring as a contingency if we need additional data related to wet weather flows.

RESOLUTION R-105-2024

APPROVING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR THE SCOTTS CREEK WASTEWATER TREATMENT PLANT CONDITION AND CAPACITY STUDY

WHEREAS, the City desires to conduct a condition and capacity study for the Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, Barge Design Solutions, Inc ("Barge"). was selected from eight proposals; and,

WHEREAS, Barge is willing and able to provide these services as specified in the agreement documents; and,

WHEREAS, funding for this agreement is appropriated in the Fiscal Year 2025 Annual Spending Plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder to attest, an agreement with Barge Design Solutions, Inc. for a condition and capacity study for the Scotts Creek Wastewater Treatment Plant in the amount of two hundred fifty-seven thousand eight hundred dollars ($257,800.00).

BE IT FURTHER RESOLVED, that the Board of Commissioners of the City of Lakeland authorize an additional ninety-five thousand dollars ($95,000.00) for a contingency fund to be used to pay for additional flow monitoring and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of three hundred fifty-two thousand eight hundred dollars ($352,800.00).

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

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

WITNESSETH:

WHEREAS, the Owner seeks Scotts Creek Wastewater Treatment Plant Evaluation.; and,

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

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

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

1. <u>SCOPE OF SERVICES:</u>

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

2. <u>TIME OF PERFORMANCE:</u>

The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in Exhibit A Scope of Work.

3. <u>COMPENSATION:</u>

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract “Fee Schedule”, not to exceed a fee two hundred fifty-seven thousand and eight hundred dollars ($257,800.00).

4. <u>METHOD OF PAYMENT:</u>

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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

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

DATED THIS day of , 2024.

APPROVED AS TO FORM:

____

CONTRACTOR:
Barge Design Solutions, Inc.
65 Germantown Court, Suite 100
Memphis, TN 38018

ATTEST:

By:______________________________ By: ____________________________

Title:____________________________ Title: ___________________________

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

ATTEST:

______________________________ ______________________________

Cheyenne Carter
City Recorder

Michael Walker
City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE:

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

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

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

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

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

12. INTENT:

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

13. GOVERNMENTAL CLAIMS ACT:

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

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for Lakeland, TN (Client) for the Scotts Creek WWTP Assessment project. The scope of work is presented in the following elements:

I. Project Description
II. Scope of Services
III. Project Schedule
IV. Compensation

I. Project Description

The Client has requested that Barge perform assessments of the existing Scotts Creek Wastewater Treatment Plant (WWTP) to evaluate 1) the general condition and useful life of the equipment and structures at the facility and 2) the potential build-out capacity of the site. The condition and capacity assessments will be a guide to Client leadership as they prioritize repairs, maintenance, and expansion at the WWTP based on the plant's current operational capacity of 2.2 million gallons per day (mgd) and permitted capacity of 4.5 mgd. Based on site visit(s) and consultations with the operational staff, a list of recommended immediate (0-1 years), short-term (2-5 years), mid-term (5-10 years), and long-term (10+ years) improvements will be developed. Up to three alternatives will be reviewed and presented to increase treatment capacity within the available space.

Associated with the build-out capacity of the existing property, Barge will review Client-provided flow monitoring data for current operating conditions and projected flows resulting from the new Oliver Creek Interceptor. If it is determined that additional flow monitoring data is needed to evaluate the flows to the WWTP, a provision is included for the installation and maintenance of flow monitors.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Condition Assessment
Task 2 – Capacity Assessment
Task 3 – Asset Management Planning
Task 4 – Flow Monitoring Data Analysis
Task 5- (Additional) Flow Monitoring

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate with Client, and submit monthly invoices with updated schedules and budgets as applicable.

Task 1 – Condition Assessment

This task includes an assessment of the existing WWTP, preparation of technical memoranda (TM), and recommendations for Client's use in immediate, short-term, mid-term, and long-term capital improvement planning. During this task, Barge will perform the following activities:

- Facilitate project initiation meeting with Client to identify key project stakeholders for distribution of project information, discuss and request pertinent data, project staffing, and organization, and present work plan and initial schedule.
- Review plant data such as historical wastewater flows, solids production rates, chemical usage, plant effluent data, and work order history.
- Review record drawings along with plant data to assess the treatment capacities of each major process unit.
- Perform an initial site visit to the WWTP to evaluate process, structural, architectural, mechanical, civil, and electrical and instrumentation components. WWTP operations staff will accompany the team to describe issues that currently exist. Unit process reliability and critical equipment single points of failure will be reviewed and discussed with plant staff. Photographs of equipment and structures, along with notes from the visit, will be captured during the site visit.
- Prepare a series of TMs, summarizing the key items identified during the site visits by each discipline. Unit processes anticipated include the following:

  1. Liquid Processing TM
     a. Headworks
     b. Secondary Treatment
     c. Disinfection and Discharge
  2. Solids Processing TM
     a. Solids Handling Facilities
  3. Ancillary Facilities TM
     a. Operations and Control Building
     b. Supervisory Control and Data Acquisition (SCADA) and Instrumentation
     c. Civil/Site

- Submit draft TMs to Client prior to workshop.
- Conduct a virtual workshop for each TM (up to three are planned) with the Client to discuss preliminary WWTP condition assessment findings and options for addressing the identified needs, with consideration for other modifications that may come out of future wastewater master planning efforts.
- Revise TMs based on comments received at the workshops and submit final TMs.
- Based on the outcome of the workshops and Client-selected improvements, prepare preliminary opinion of probable construction cost (OPCC) for implementation of improvements required within the immediate, short-term, mid-term, and long-term capital improvement planning periods.

Deliverables:

The following deliverables will be provided as part of this task:

- Project Initiation Meeting Agenda and Summary
- Three Condition Assessment TMs (draft and final) in electronic (pdf) format
- OPCC based on Client-selected improvements

Assumptions:

The following assumptions are applicable to the above scope of services:

- The WWTP condition assessment includes only components on the treatment plant site. Collection system piping and lift stations are not included in the scope. The Fleet Maintenance Building onsite is also not included in this scope.
- It is assumed that no changes due to regulatory pressures (changes in permitted effluent limits, limitations of biosolids disposal practices, etc.) occur over the planning window. If the Client wishes to include those impacts, the specific limitations should be communicated to Barge before the initial site visit.
- The WWTP condition assessment will be completed during an initial one-day site visit with all disciplines. Process and I&C staff may need a second day to complete the initial site visit.
- Knowledgeable WWTP Client staff will be present for site visit(s) to discuss the operational history of the equipment and systems. No effort is included for review of work orders or asset management records to determine operational record.

- The Client has requested inspection of process equipment only in nine vaults, which may be classified as confined spaces. The Client will provide all confined space entry equipment and manpower required to access these vaults. The Client will lock out/tag out as appropriate any valves to ensure safety of Barge staff. No structural or other discipline inspection is included for the vaults.
- The Client has requested inspection of coating on floor of the Flow Equalization Process Basin. The Client will drain and clean the floor of this basin in the requested area prior to inspection. Barge will coordinate date of inspection a minimum of 1 week in advance to allow Client sufficient time to perform this activity.
- Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- Preparation of property or boundary surveys or topographic or structure elevations is not included in the project budget at this time.
- Analysis of existing ventilation system capacity is excluded. It is assumed that the capacity and controls of the existing system meet the prevailing design codes. If analysis is requested by the Client, this can be a provided as an additional service.

Task 2 – Capacity Assessment

This task includes a high-level review of the existing WWTP site to determine an approximate build-out treatment capacity to assist the Client in long-term planning. During this task, Barge will perform the following activities:

- Review the existing WWTP site property area and identify the area available for construction of new treatment works.
- Review flood maps to determine additional construction restraints and permitting requirements.
- Review local zoning constraints or requirements that would limit site usage.
- Assess treatment alternatives that could utilize existing basins or utilize the available site area. Sequencing Batch Reactor (SBR) treatment similar to the existing facilities will be considered as well as the addition of pre- or post-treatment equalization basin storage. One additional alternative treatment technology will also be considered. If

more than three options are to be considered, those evaluations can be provided as additional services.

- Prepare a TM that summarizes the available area, the conceptual treatment alternatives noted above, and the probable build-out capacity at the existing site.
- Submit draft TM to Client and facilitate review meeting to receive and address comments on the TM. Revise and submit final TM.

Deliverables:

The following deliverables will be provided as part of this task:

- Capacity Assessment TM in electronic (pdf) format

Assumptions:

The following assumptions are applicable to the above scope of services:

- Preparation of property or boundary surveys or collection of topographic or structure elevations is not included in the project budget.
- Evaluation is limited to the existing site only. Consideration of adjacent properties for additional treatment plant area is not included in the project budget.

Task 3 – Asset Management Plan

The Asset Management Plan scope is summarized into the following major activities:

Activity 1 – Asset Management Workshop

Barge will engage in a one-day, onsite workshop with the Client. This workshop will engage stakeholder departments to discuss asset management goals and objectives, existing Computerized Maintenance Management System (CMMS) and Geographic Information System (GIS), related data, and operations processes. The Barge team will guide discussion on the following topics:

- Asset Classes and Hierarchy
- Fault/Failure Codes
- Preventive vs Corrective Maintenance
- Condition Assessment
- Maintenance Records
- Level of Service Goals

- Business Risk Exposure Development

Deliverables:

The following deliverables will be provided as part of this task:

- Digital copies of presentations and hand out materials (if applicable)
- Data Request Memorandum in electronic (pdf) format

Assumptions:

The following assumptions are presumed in this task:

- Client staff will be available to collaborate with the Barge team.
- Barge will make requests for data in writing, via e-mail or memorandum

Activity 2 - Asset Management Plan and Development

Barge will utilize information gathered from the Asset Management Workshop and supplementary requests to develop an Asset Management Plan and Roadmap, as well as populate the requisite Tennessee Department of Environment and Conservation (TDEC) Asset Management Plan Workbook.

Barge will review the information provided and build out the Asset Management Plan and Roadmap. This supplementary document will leverage the information gathered to establish Level of Service (LOS) Goals, Maintenance Plans, Remaining Life Appraisals, and Replacement Plans. The plan will include, at a minimum:

- LOS goals identified by Client
- Probability/likelihood of not meeting LOS Goals (Probability of Failure)
- The consequence of not meeting LOS Goals (Consequence of Failure)
- Maintenance plan establishment and sequencing priority
- Replacement plan for end-of-life assets
- High-level funding scenarios for assets

The roadmap portion of the document will outline timelines and cost ramps for activities which Barge evaluates as beneficial to evolve and mature asset management and maintain compliance with TDEC Asset Management Plan Guidance.

Deliverables:

The following deliverables will be provided as part of this task:

- TDEC Asset Management Plan Excel Workbook reflecting the information gathered from Client
- Asset Management Plan and Roadmap in electronic (pdf) format

Assumptions:

The following assumptions are applicable to the above scope of services:

- Client staff will be available to collaborate with Barge team.
- Barge assumes one round of comments from the Client to be delivered no more than 2 calendar weeks from the date received.
- Barge will address one round of TDEC comments and prepare the final version of the Asset Management Plan for submittal to the regulatory agency and client.
- Barge will make additional requests for data in writing, via e-mail or memorandum
- Client will acknowledge data requests submitted by Barge within 24 hours, providing a timeline and primary point of contact for the given request.
- Client will coordinate with TDEC for submission of documents and receipt of comments. Grant management assistance is not included in this scope.

Activity 3 – Review Workshop

Barge will prepare a final asset management plan with associated spreadsheet templates and supporting documentation. Barge will coordinate a one (1) day, on-site client workshop to review the final submittal(s). Following this workshop the plan will be compiled and submitted to TDEC for approval.

Deliverables:

The following deliverables will be provided as part of this task:

- Digital copies of the Presentations and hand out materials (if applicable)
- Printed copies of the TDEC Workbook and Asset Management Plan

Assumptions:

The following assumptions are applicable to the above scope of services:

- Client staff will be available to collaborate with Barge team.

Task 4 Flow Monitoring Data Analysis

Flow Data Analysis

The flow data analysis task will involve the review of the City's existing flow monitoring data sets from previous monitoring exercises. This includes data collected by the City of Memphis as part of the SARP10 program and data collected during the Oliver Creek Interceptor design project. The data will be analyzed to determine the total base flows anticipated at the Scotts Creek WWTP upon completion of the Oliver Creek Sanitary Sewer Interceptor project, including base flows and inflow/infiltration (I/I) contribution.

The following elements will be completed under this task.

- Conduct an I/I analysis to calculate the base flows from each sewer line as well as the I/I contribution into the sanitary sewer system during wet weather events.
- Generate key performance indicators (KPIs) to rank and prioritize areas of the system in need of I/I removal for improved hydraulic performance.
- Develop a draft TM to summarize total anticipated flows to the Scotts Creek WWTP from both the Oliver Creek and Scotts Creek Interceptors and to provide I/I rankings.
- Conduct preliminary meeting with the Client to discuss the results.
- Provide a final TM to the Client.

Deliverables:

The following deliverables will be provided as part of this task:

- Draft and final analysis TM in electronic (pdf) format
- Summary from each meeting in electronic (pdf) format

Assumptions:

The following assumptions are applicable to the above scope of services:

- Client will provide flow monitoring data in 5- or 15-minute intervals in Excel format
- Client will provide a map depicting all previous flow monitoring locations.

Task 5 (Additional Services) – Flow Monitoring

Barge understands the Client has flow data from two previous studies and assumes these data sets will provide accurate and adequate incoming flows to the WWTP to perform Tasks 2 and 4 of this proposal. If there are gaps in the flow data the Client provides, additional flow monitoring services may be necessary.

The flow monitoring task will include the deployment of the flow and rainfall data collection equipment, maintenance of the equipment during the project period, and removal of the equipment at the end of the project period.

The following elements will be completed under this task.

- Provide six flow monitors and one rain gauge for a 6-month period. The 6-month period will be timed to allow the wettest portion of seasonal trends to be captured.
- Maintain equipment during the monitoring period.
- Remove all equipment at the end of monitoring period.

Deliverables:

The following deliverables will be provided as part of this task:

- Flow and rainfall data in Excel format
- Conduct an I/I analysis to calculate the base flows from each sewer line as well as the I/I contribution into the sanitary sewer system during wet weather events.
- Generate key performance indicators (KPIs) to rank and prioritize areas of the system in need of I/I removal for improved hydraulic performance.
- Develop a draft TM to summarize total dry and wet weather flows to the Scotts Creek WWTP and to provide I/I rankings.
- Conduct preliminary meeting with the Client to discuss the results.
- Provide a final TM to the Client.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Client will provide access to flow monitor and rainfall gauge locations for the duration of monitoring period.

III. Project Schedule

Total duration to completion for the scope of services is anticipated to be up to 36 weeks, depending on whether the Client determines to complete Task 5. Duration includes deliverables review time and assumes two weeks per review period for the Client. Barge is prepared to begin Task 1 and 4 within a timely manner upon receipt of a signed professional services agreement (PSA) and the first written authorization to proceed (ATP). After sufficient progress has been made on Task 1, Barge will begin Tasks 2 and 3. The Client desires to receive Task 3 in draft form no later than October 30th. Barge will begin Task 5 (Additional Service) upon receipt of the second ATP. If the Client chooses to proceed with Task 5 prior to Barge beginning Task 2, then Task 2 will begin upon completion of Task 5.

Task	Duration
Task 1 – Condition Assessment	8 weeks (from ATP #1)
Task 2 – Capacity Assessment	8 weeks (from ATP #1) or 8 weeks (from completion of Task 5)
Task 3 – Asset Management Plan	* Complete by October 30th
Task 4- Flow Monitoring Data Analysis	2 weeks (from receipt of the data)
Task 5 (Additional Services) – Flow Monitoring	28 weeks (from ATP #2)

* Barge assumes ATP #1 will be given no later than August 30th.

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

IV. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. Client agrees to pay Barge a Lump Sum Fee of $257,100 to complete the scope of work as defined above for Tasks 1-4 which will be billed monthly based on percent of work completed to date. For Tasks 5 defined above, Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit B of the Agreement. The project status will be summarized monthly in our progress report and invoice submittal.

Barge will be permitted to move budget between project Tasks 1-4 so long as the total fee is not exceeded. Barge will notify the Client if the work is projected to exceed the cost ceiling for this project and will request a contract amendment as appropriate.

Fee Summary Table

Items	Fee Type	Fee Amount
Task 1 – Condition Assessment	Lump Sum	$ 137,300
Task 2 – Capacity Assessment	Lump Sum	$ 39,000
Task 3 – Asset Management Plan	Lump Sum	$ 66,600
Task 4 – Flow Monitoring Data Analysis	Lump Sum	$ 14,200
Task 5 (Additional Services) – Flow Monitoring	Hourly	$ 95,700
TOTAL		$ 352,800

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution**- approving Change Order #7 with Eutaw Construction Company, Inc. for the Clear Creek Interceptor - Sanitary Sewer Phase A project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-116-2024, which will be provided at the time of the meeting for review.

BUDGET IMPACT

The budget impact of this item will be provided at the meeting.

DISCUSSION

Eutaw Construction Company is under contract for the construction of the Clear Creek Interceptor project. In preparing for the bore of the new sewer line under Highway 70, the contractor was not able to locate the natural gas main which crosses the alignment of the new pipe. To avoid a potential conflict with the gas line, the contractor proposes to hand tunnel the casing pipe rather than bore with machinery. The change in cost is being prepared by the Contractor and will be presented at the meeting. Staff will also provide a summary of project costs and approved change orders to date.

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - authorizing the City Manager and/or City Attorney to obtain the necessary easements for the construction of the Oliver Creek Interceptor by negotiation and authorizing City Attorney to file and pursue condemnation proceedings concerning the necessary easement on Tract 1 owned by CB Associates, LLC.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-107-2024.

BUDGET IMPACT

The Fiscal Year 2025 budget for easement acquisition related to the Oliver Creek Sewer Interceptor project is $350,000.00, of which $118,127.00 has been expended. After this expenditure, the remaining budget will be $158,575.00.

DISCUSSION

The City is in the easement acquisition phase of the Oliver Creek Sewer Interceptor project which will divert wastewater currently flowing to the City of Memphis sewer system to the City of Lakeland's Scotts Creek Wastewater Treatment Plant. The City is proposing to locate a pump station on Tract 1 as shown on the attached plat. The pump station will be screened with a fence and landscaping. The appraisal performed by Trotz Real Estate Services determined the total value of the permanent and temporary easements to be $73,298.00. The City presented an offer of $73,298.00 to the owner and is currently in negotiations. The project has $2,614,797.07 in ARP (American Rescue Plan) funds associated with the construction with a deadline to commit the funds by December 2024. To meet this deadline, the City must have all easements acquired and project bid by the deadline.

RESOLUTION R-107-2024

AUTHORIZING THE CITY MANAGER AND/OR CITY ATTORNEY TO OBTAIN THE NECESSARY EASEMENTS FOR THE CONSTRUCTION OF THE OLIVER CREEK INTERCEPTOR BY NEGOTIATION AND AUTHORIZING CITY ATTORNEY TO FILE AND PURSUE CONDEMNATION PROCEEDINGS CONCERNING THE NECESSARY EASEMENTS ON TRACT 1 OWNED BY CB ASSOCIATES, LLC

WHEREAS, pursuant to Tennessee Code Annotated § 7-35-101 and all other applicable statutes of the State of Tennessee and acts amendatory thereof and supplementary thereto, the City of Lakeland has the power and authority to take and condemn property for public uses, as the Board deems necessary; and,

WHEREAS, the City is currently in the process of acquiring the easements for the construction of a new public sanitary sewer main to reroute wastewater currently flowing from the City of Memphis to Scotts Creek Wastewater Treatment Plant ("Oliver Creek Interceptor Project"); and,

WHEREAS, property owned by CB Associates, LLC, is identified as Tract 1 on the engineering plans for the Oliver Creek Interceptor Project; and,

WHEREAS, the engineering plans for the Oliver Creek Interceptor Project require the City to obtain a Temporary Construction Easement and Permanent Sewer Easement (collectively the "Easements") identified in the attached **Exhibit A**; and,

WHEREAS, the Board of Commissioners has determined that acquisition of the Easements for the construction of a new public sanitary sewer main is necessary in order to reroute wastewater currently flowing from the City of Memphis to Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, the Board of Commissioners has determined that acquisition of the Easements consistent with the appraisal and survey and metes and bounds descriptions and consistent with the engineering plans for the Oliver Creek Interceptor Project, is necessary to reroute wastewater currently flowing from the City of Memphis to the Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, the proposed Oliver Creek Interceptor Project will serve the residents of the City, and will also serve to promote economical and other development in the City of Lakeland; and,

WHEREAS, the proposed Oliver Creek Interceptor Project, including the necessary easements described in **Exhibit A** for Tract 1, is for public use and is in the public interest because it will permit development and economic growth for the City of Lakeland; and,

RESOLUTION R-107-2024

AUTHORIZING THE CITY MANAGER AND/OR CITY ATTORNEY TO OBTAIN THE NECESSARY EASEMENTS FOR THE CONSTRUCTION OF THE OLIVER CREEK INTERCEPTOR BY NEGOTIATION AND AUTHORIZING CITY ATTORNEY TO FILE AND PURSUE CONDEMNATION PROCEEDINGS CONCERNING THE NECESSARY EASEMENTS ON TRACT 1 OWNED BY CB ASSOCIATES, LLC

WHEREAS, the acquisition of the Easements on Tract 1, owned by CB Associates, LLC, is necessary in order to complete the Oliver Creek Interceptor Project; and,

WHEREAS, the City of Lakeland has authorized and received an appraisal, identified in the attached **Exhibit B**, in the amount of $73,298.00 for the Easements and other contributing value on Tract 1 owned by CB Associates, LLC; and,

WHEREAS, the City has attempted to acquire the necessary Easements by agreement through the City's authorized agents and the City Attorney; and,

WHEREAS, the owner of Tract 1, CB Associates, LLC, is presently unwilling to accept the appraisal amount; and,

WHEREAS, subsequent attempted negotiations conducted through the City Attorney have been unsuccessful; and,

WHEREAS, it appears that condemnation proceedings will be necessary in order to obtain the necessary Easements on Tract 1, owned by CB Associates, LLC, in order to complete the Oliver Creek Interceptor Project; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioner of the City of Lakeland, Tennessee that the City Manager and the City Attorney are authorized to continue with negotiations based on the appraisal of seventy-three thousand two hundred ninety-eight dollars ($73,298.00) for the above-described Easements.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee that the City Attorney is further authorized to proceed with the initiation, filing, and pursuit of condemnation proceedings in Court to acquire the above-described necessary Easements.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee authorizes tender to the Clerk of Court, pursuant to exercise of the power of eminent domain and the initiation of condemnation proceedings, of seventy-three thousand two hundred ninety-eight dollars ($73,298.00), said amount representing the fair market value of the above-described necessary easements and other contributing value for which condemnation proceedings by exercise of the power of eminent domain are hereby authorized.

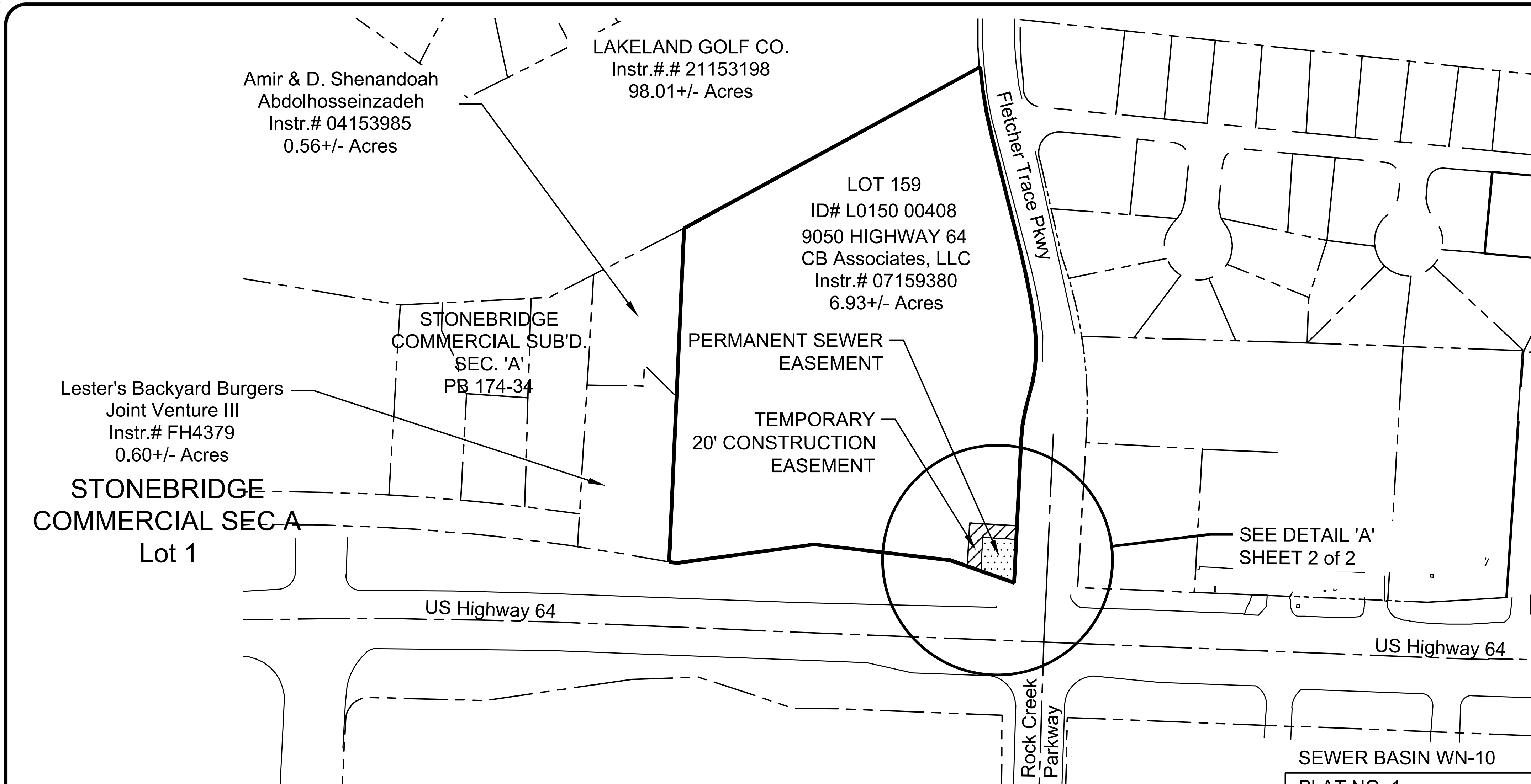
RESOLUTION R-107-2024

AUTHORIZING THE CITY MANAGER AND/OR CITY ATTORNEY TO OBTAIN THE NECESSARY EASEMENTS FOR THE CONSTRUCTION OF THE OLIVER CREEK INTERCEPTOR BY NEGOTIATION AND AUTHORIZING CITY ATTORNEY TO FILE AND PURSUE CONDEMNATION PROCEEDINGS CONCERNING THE NECESSARY EASEMENTS ON TRACT 1 OWNED BY CB ASSOCIATES, LLC

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

ATTEST:

Josh Roman	Cheyenne Carter
Mayor	*City Recorder*



SEWER BASIN WN-10

PROPERTY OF:
CB Associates LLC
per Instr.# 07159380

Area of Sanitary Sewer Easement
to be Acquired
TOTAL
AREA: 2841± Sq.Ft.

Area of Temporary Construction Easement
to be Acquired
TOTAL
AREA: 2327± Sq.Ft.

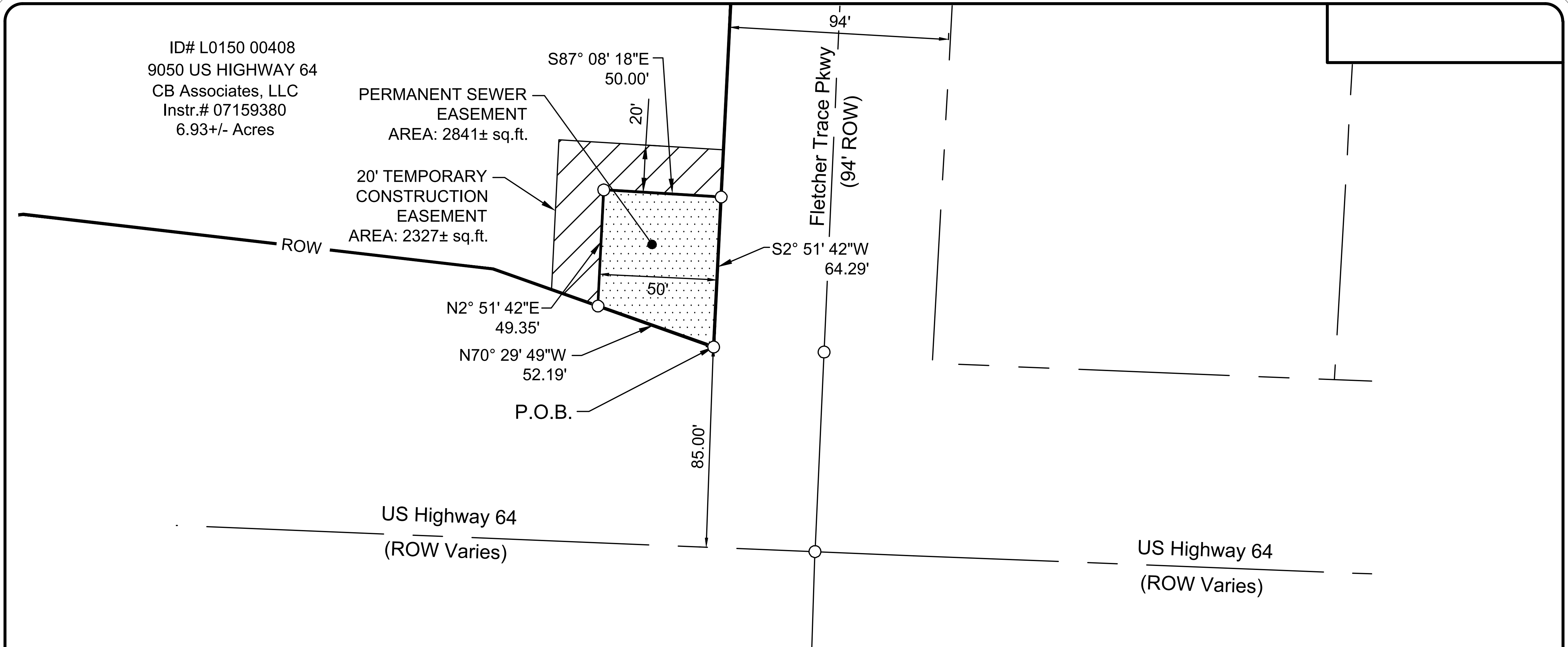
JAMES B. CAUGHMAN III
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 1818
10-24-2023

NORTH

Grid North
TNSPC, NAD83

0 200' 400'

PLAT NO. 1			SHEET NO. 1 of 2
DIVISION OF ENGINEERING SANITARY SEWER EASEMENT ACQUISITION PLAT CB ASSOCIATES, LLC 9050 US HIGHWAY 64 per Instr. # 07159380 LAKELAND, TN			
SURVEY BY CAUGHMAN		DATE JUNE, 2022	BOOK
DRAFTSMAN CAUGHMAN		DATE JUNE, 2022	SCALE 1"=200'
REVIEWED BY CITY ENGINEER			
REVIEWED			DEPUTY CITY ENGINEER
REVIEWED			CITY ENGINEER



SEWER BASIN WN-10

DETAIL A

NORTH

Grid North
TNSPC, NAD83

0 50' 100'

PROPERTY OF:
CB Associates LLC
per Instr.# 07159380

Area of Sanitary Sewer Easement
to be Acquired
TOTAL
AREA: 2841± Sq.Ft.

Area of Temporary Construction Easement
to be Acquired
TOTAL
AREA: 2327± Sq.Ft.

JAMES B. CAUGHMAN III
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE No. 1818
10-24-2023

PLAT NO. 1			SHEET NO. 2 of 2
DIVISION OF ENGINEERING SANITARY SEWER EASEMENT ACQUISITION PLAT CB ASSOCIATES, LLC 9050 US HIGHWAY 64 per Instr. # 07159380 LAKELAND, TN			
SURVEY BY CAUGHMAN		DATE JUNE, 2022	BOOK
DRAFTSMAN CAUGHMAN		DATE JUNE, 2022	SCALE 1"=50'
REVIEWED BY CITY ENGINEER			
REVIEWED			DEPUTY CITY ENGINEER
REVIEWED			CITY ENGINEER

APPRAISAL REPORT

MARKET VALUE OF THE EASEMENT ACQUISITIONS

TRACT NO. 1
CITY OF LAKELAND
OLIVER CREEK SANITARY SEWER INTERCEPTOR PROJECT

PROPERTY OF CB ASSOCIATES, LLC
NORTHWEST CORNER OF HIGHWAY 64 AND FLETCHER TRACE PARKWAY
9050 HIGHWAY 64, LAKELAND, SHELBY COUNTY, TN 38002

Prepared For

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

Prepared by

Eric A. Trotz, MAI, AI-GRS, GAA
Trotz Real Estate Services, Inc.
4709 Spottswood Avenue
Memphis, Tennessee 38117

Date of Inspection

January 29, 2024

Date of Valuation

January 29, 2024

Date of Report

March 11, 2024

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

ADDENDA

PART ONE

INTRODUCTION

TROTZ
REAL ESTATE SERVICES, INC.
Appraisals, Brokerage & Consulting

March 11, 2024

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

Re: Appraisal Report – Market Value of the Easement Acquisitions, Tract No. 1; City of Lakeland Oliver Creek Sanitary Sewer Interceptor Project; Property of CB Associates, LLC; Northwest Corner of Highway 64 and Fletcher Trace Parkway; 9050 Highway 64, Lakeland, Shelby County, TN 38002

Dear Ms. Harrell:

At your request, I have made the necessary inspection and analysis to derive an estimate of value for the easement acquisition on the above property. This transmittal letter is not the appraisal report and briefly outlines my findings. This appraisal incorporates my Market Data Brochure (MDB), dated March 11, 2024, as well as any updates to the MDB. The attached report, addenda and MDB set forth the data, research, analysis, and conclusions for this appraisal. It should be noted that this report cannot be understood properly without having reviewed the MDB and City of Lakeland maps and plans for this project.

I have experience in appraising properties similar to the subject, and I have the knowledge to complete the assignment competently. Please see the addenda for a set of my qualifications and a copy of my state license.

The property owner was offered the opportunity to accompany me on my inspection of the subject property. Included in the addenda are copies of the letter to the owner and proof of delivery.

I have performed no services, as an appraiser or in any other capacity, regarding the subject property within the three-year period immediately preceding acceptance of this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. Furthermore, this appraisal is not based on a requested minimum or maximum valuation, or a specific valuation.

The purpose of this appraisal is to develop an opinion of the market value of the acquisition area of the subject property as of the effective date of value, and to estimate the amount due the property owner as a result of the acquisition, for the proposed City of Lakeland Oliver Creek Sanitary Sewer Interceptor project. The value estimate is based on market value. The effective date of the appraisal is January 29, 2024, which is the date of my property inspection. The intended user of this appraisal is Ms. Emily Harrell, PE CPESC, City Engineer, City of Lakeland, as client, and the client's authorized representatives. The use of this report by others is not intended by the appraiser. The intended use of this appraisal is to assist the client with easement acquisition on the subject property for sewer easement purposes. It is not intended for any other use, and the appraiser is not responsible for any unauthorized use of this report. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

To the best of my knowledge, this appraisal conforms to the appraisal guidelines of the *Uniform Standards of Professional Appraisal Practice (USPAP)*, the *Code of Professional Ethics* and *Standards of Professional Practice* of the Appraisal Institute, and *Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act* and amendments (Uniform Act).

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. It presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process whereas supporting documentation is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as noted herein.

The scope of work is the type and extent of research and analysis in an assignment. It includes the extent to which the property was identified, the extent to which the property was inspected, the type and extent of data researched, and the type and extent of analysis applied to arrive at a credible opinion of value. The scope of work for this assignment is identified in the Scope of Work section and in some parts of this report.

Based on the valuation analysis in the attached report, the Market Data Brochure along with any updates, the sewer easement plans for this project, the acquisition plat furnished by the client, and subject to the definitions, assumptions, and limiting conditions expressed in the report, it is my opinion that the market value of the easement acquisition on the subject property, in terms equivalent to cash, as of January 29, 2024, is:

SEVENTY THREE THOUSAND TWO HUNDRED AND NINETY EIGHT DOLLARS - $73,298

This amount represents the fair compensation due owner.

A careful reading of the attached report and addenda, which includes current photographs of the subject property, is urged in order that the data, analyses and assumptions and limiting conditions upon which this opinion of value is based may be understood.

The opportunity of serving you in the course of this assignment is greatly appreciated. If you have any questions about this appraisal, please do not hesitate to contact me at once.

Very truly yours,

TROTZ REAL ESTATE SERVICES, INC.

Eric Trotz

Eric A. Trotz, MAI, AI-GRS, GAA
Designated Member of the Appraisal Institute
Tennessee State Certified General Real Estate Appraiser - CG-1174

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have performed no services, as an appraiser or in any other capacity, regarding the subject property within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. Furthermore, this appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP).*
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Practice* of the Appraisal Institute, and *Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act* and amendments (Uniform Act).
- I made a limited exterior personal inspection of the easement area on the subject property (USPAP defined) on January 29, 2024;
- I have experience in appraising properties similar to the subject and am in compliance with the Competency Rule of *USPAP*. No one provided me with significant real property appraisal assistance regarding this assignment.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the requirements of the continuing education program for designated members of the Appraisal Institute.

Eric Trotz

Eric A. Trotz, MAI, AI-GRS, GAA
Designated Member of the Appraisal Institute
Tennessee State Certified General Real Estate
Appraiser License No. CG-1174

3/11/24
Date

PART TWO

GENERAL INFORMATION

IDENTIFICATION OF TYPE OF APPRAISAL REPORT

The reporting of an appraisal falls under one of two categories: an Appraisal Report or a Restricted Appraisal Report. The Appraisal Report presents a summary of information and analyses. The Restricted Appraisal Report is used to present the minimal amount of information.

This report falls under the category of being an Appraisal Report. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice (USPAP).* This report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process whereas supporting documentation is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as noted herein.

This is a "part affected" appraisal where the larger parcel land plus the affected improvements have been appraised. The determination of the larger parcel and affected improvements was based on a review of the plans, consideration of the acquisition area, and a site visit to the subject property. Those property elements that are not essential considerations to the valuation solution were not included in this appraisal.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the market value of the acquisition area of the subject property as of the effective date of value, and to estimate the amount due the property owner as a result of the acquisition, for the proposed City of Lakeland Oliver Creek Sanitary Sewer Interceptor project. The value estimate is based on market value.

IDENTITY OF THE CLIENT

The client of this appraisal is Ms. Emily Harrell, PE CPESC, City Engineer, City of Lakeland, TN.

INTENDED USER OF REPORT

The intended user of this appraisal is the client. Potential additional users include the client's authorized representatives. No other users are intended.

INTENDED USE OF THE APPRAISAL

The intended use of this appraisal is to assist the client with easement acquisition on the subject property for sewer easement purposes. It is not intended for any other use, and the appraiser is not responsible for any unauthorized use of this report. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

MARKET VALUE DEFINITION

All estimates of value prepared for agency acquisitions shall be based on "market value," as defined and set forth in the *Tennessee Pattern Jury Instructions* 2^{nd} Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied.

This appraisal has been prepared according to the above market value definition, and the market value of the subject property will be in terms equivalent to cash.

EFFECTIVE DATE OF THE APPRAISAL VALUE

The effective date of appraisal value is January 29, 2024.

DATE OF THE REPORT

The date of the report is March 11, 2024.

PROPERTY RIGHTS APPRAISED

The property rights appraised of a property are typically a fee simple estate, leased fee interest, or easement interest. A fee simple estate implies absolute ownership unencumbered by any other interest or estate. This is the most complete form of ownership. However, this type of ownership is not absolute because it is subject to the four powers of government (taxation, eminent domain, public power, and escheat). A leased fee interest is the ownership interest held by the lessor, which includes the right to contract rent specified in the lease plus the revisionary right when the lease expires. A leased fee interest is typically used for income-producing properties, and is the lessor's or landlord's interest. An easement is an interest in real property that conveys use, but not ownership, of all or a portion of an owner's property.

According to Black's Law Dictionary, an **Easement** is defined as:

> "An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose (such as to cross it for access to a public road). The land benefiting from an easement is called the *dominant estate*; the land burdened by an easement is called the *servient estate*. Unlike a lease or

license, an easement may last forever, but it does not give the holder the right to possess, take from, improve, or sell the land. The primary recognized easements are (1) a right-of-way, (2) a right of entry for any purpose relating to the dominant estate, (3) a right to the support of land and buildings, (4) a right of light and air, (5) a right to water, (6) a right to do some act that would otherwise amount to a nuisance, and (7) a right to place or keep something on the servient estate...Also termed *private right-of-way*."

An easement is a legally enforceable use of property by someone other than the owner, and is most commonly granted to public utilities or government agencies for uses that benefit the public at large. It is typically negotiated, paid for, and recorded in a formal document signed by the property owner and the easement holder. Unless agreed otherwise, an easement "runs with the land," meaning that it is enforceable against all succeeding owners of the property.

The acquisition consists of easement rights for the proposed construction of the Oliver Creek Sanitary Sewer Interceptor project. The easement rights consist of the acquisition of less than fee simple title and the extent of the property rights conveyed have been considered in arriving at the estimate of value.

PROPERTY VALUES

In calculating the market value of the subject property to be acquired, it is intended that neither the property owner should be enriched at the expense of the public nor the public should be enriched at the expense of the property owner. The appraisal is based on this concept.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. Any extraordinary assumption may affect the assignment results. Extraordinary assumptions made: None.

HYPOTHETICAL CONDITIONS

A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. Any hypothetical condition may affect the assignment results. In summary, hypothetical conditions are known to be false but are assumed to be true for purposes of reasonable analysis.

This appraisal is based on the hypothetical condition of completion of the subject project per the furnished plans and acquisition plat in no later than 36 months from the date of valuation. This includes the contractor relocating the existing Sprouts monument sign and related electrical supply at no cost to the owner. The use of this hypothetical condition may have affected the results of this assignment.

When all the land area and/or all improvements are not appraised, this is considered a hypothetical condition. The use of this hypothetical condition may have affected assignment results.

LETTER TO OWNER AND PROOF OF DELIVERY

The owner of the subject property was offered the opportunity to accompany the appraiser on an inspection of the subject property. The letter to the owner and proof of delivery are attached to this report. The owner did not respond to the appraiser nor was any information provided.

SCOPE OF WORK

The USPAP Scope of Work rule states that for each appraisal assignment, an appraiser must: 1) identify the problem to be solved; 2) determine and perform the scope of work necessary to develop credible assignment results; and 3) disclose the scope of work in the report. Scope of Work includes, but is not limited to, the following:

- The extent to which the property is identified;
- The extent to which tangible property is inspected;
- The type and extent of data researched; and
- The type and extent of analyses applied to arrive at opinions or conclusions.

The appraiser is responsible for determining the appropriate scope of work in the appraisal assignment. To determine the appropriate scope of work for this assignment, consideration was given to such factors as the intended use of the appraisal, the needs of the user and the complexity of the subject property. The scope of work centers around what is typically acceptable by the appraiser's peers as well as what is best suited to perform a credible analysis. The major scope of work items that pertain to this assignment, at a minimum, include:

- Identification of the subject property;
- Determined and performed the scope of work necessary to develop credible assignment results;
- Identification of problem to be solved (client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value, effective date of the appraiser's opinions and conclusions, subject of the assignment and its relevant characteristics, and assignment conditions);
- Identification of property characteristics that are relevant to the assignment (e.g., interest valued, physical and legal characteristics);

- Identification of assignment conditions (assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the Scope of Work);
- Determined and applied the solution for the problem to be solved;
- Made a limited exterior personal inspection of the easement area on the subject property (USPAP defined) on January 29, 2024;
- Interviewed the following to gather information on the subject property: Ms. Emily Harrell, PE CPESC, client;
- Reviewed the Oliver Creek Sanitary Sewer Interceptor Plans provided by the client;
- Reviewed the Sanitary Sewer Easement Acquisition Plats provided by the client;
- Researched public records and available market data, and collected factual information about the subject and surrounding market;
- Developed an opinion of the highest and best use of the real estate;
- Researched Chandler Reports, LLC, CoStar and Courthouse Retrieval System for comparable sales data;
- When available, interviewed buyers, sellers and/or real estate agents to gather information on the comparable sales used and to confirm data;
- Reviewed deeds of all sales transactions used in the sales comparison approach;
- A drive-by curbside observation was made of all comparable sales used in the report as well as others that were considered;
- Analyzed market information and considered the use of the three traditional approaches to value (income, sales comparison, cost);
- Application of the necessary approaches to value;
- Reconciliation of data to derive a market value opinion for the subject property before the acquisition.
- Estimated the value of the easement acquisitions;
- Considered damages and benefits as a result of the acquisition;
- Derived a final opinion of value for the acquisition;
- Prepared an Appraisal Report in compliance with *USPAP*, the *Code of Professional Ethics & Standards of Professional Practice* of the Appraisal Institute, and *Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act* and amendments (Uniform Act).

EXPOSURE TIME

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

The Comments to Standards Rules 1-2(c) states: *When reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion.*

Since reasonable exposure time is not a component of the market value definition, it was not developed for this assignment.

PRICE, COST AND VALUE

Price refers to the amount a particular purchaser agrees to pay and a particular seller agrees to accept under the circumstances surrounding their transaction. A price refers to a transaction price and implies an exchange. Price is a fact. The term cost is used by appraisers in relation to production, not exchange. Cost may be either an accomplished fact or an estimate. Cost does not necessarily equal value. Value can have many meanings in real estate appraisal (i.e. market, use, investment, assessed). Since values can change over time, an appraisal reflects value at a particular point in time.

ASSUMPTIONS AND LIMITING CONDITIONS OF THE APPRAISAL

THIS APPRAISAL IS FOR NO PURPOSE OTHER THAN PROPERTY VALUATION, AND THE APPRAISER IS NEITHER QUALIFIED NOR ATTEMPTING TO GO BEYOND THAT NARROW SCOPE. THE READER SHOULD BE AWARE THAT THERE ARE ALSO INHERENT LIMITATIONS TO THE ACCURACY OF THE INFORMATION AND ANALYSIS CONTAINED IN THIS APPRAISAL. BEFORE MAKING ANY DECISION BASED ON THE INFORMATION AND ANALYSIS CONTAINED IN THIS REPORT, IT IS CRITICALLY IMPORTANT TO READ THIS ENTIRE SECTION TO UNDERSTAND THESE LIMITATIONS.

THIS APPRAISAL REPORT AND ALL OF THE APPRAISER'S WORK IN CONNECTION WITH THE APPRAISAL ASSIGNMENT ARE SUBJECT TO THE FOLLOWING ASSUMPTIONS AND LIMITING CONDITIONS, AND ALL OTHER TERMS STATED IN THE REPORT. ANY USE OF OR RELIANCE ON THIS APPRAISAL BY ANY PARTY, REGARDLESS OF WHETHER SUCH USE OR RELIANCE IS KNOWN OR AUTHORIZED OR INTENDED BY THE APPRAISER, CONSTITUTES ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL SUCH ASSUMPTIONS AND LIMITING CONDITIONS AND TERMS, INCLUDING:

Standard

It is assumed that the subject property is available for its highest and best use and will be used for its highest and best use unless otherwise stated in this report.

Any legal description furnished to us for purposes of this appraisal is assumed to be correct.

There are no existing judgments or pending or threatened litigation that could affect the value of the property.

No responsibility is assumed for matters of a legal nature, nor do I render any opinions as to title of subject property, which is assumed to be good, marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. In the event an abstract or title search of the property was provided, no detailed examination of either was made.

It is assumed that the property is under responsible ownership and competent management.

All engineering studies, if provided, are assumed to be correct. Maps, site plans, sketches, drawings and other such exhibits included in this report might have been provided by others and are included only to assist the reader in visualizing the property and are not necessarily to scale. I assume no liability for their accuracy.

An appraisal is not a survey. No survey of the property has been made by the appraiser, who is not competent to make one, and no responsibility is assumed in connection with such matters. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments or other survey matters.

The appraiser is not a contractor and does not have the expertise to fully evaluate the quality of construction of any improvements, workmanship or materials existing or proposed. Unless otherwise stated, any construction type figures or cost to cure items provided are estimates only and not a guarantee.

This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report.

Unless otherwise stated, my observation as noted in the scope of work included a casual ground level exterior perimeter observation and a walk-through interior observation of readily accessible areas. The subject property was not checked for building code violations. No structural or mechanical inspections were made. Should the client determine that a full inspection is needed, it is recommended that the client retain experts who are qualified to render such property condition opinions.

An appraisal is not a building or improvement inspection. Because no detailed inspection was made, and because such knowledge goes beyond the scope of the appraisal, any observed condition or other comments given in this appraisal report should not be taken as a guarantee a problem does not exist. Specifically, no guarantee is made as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating system, air conditioning system, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party were concerned about the existence, condition, or adequacy of any particular item, it is strongly suggested that a construction expert be hired for a detailed inspection.

No responsibility or liability is assumed for matters of structural, architectural, mechanical or engineering nature, or hidden or unapparent adverse conditions of the property not visible through casual ordinary inspection, nor do I assume responsibility for obtaining any study required to discover any conditions of the property.

Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use.

The age of any improvements or the reported square footage of improvements or land of the subject property mentioned in this report should be considered a rough estimate. I am not sufficiently skilled in the construction trades to be able to reliably estimate the age of improvements by observation. Square footage often varies among plans, assessor's records, field measurements, data services, etc. The square footage reported is deemed to be accurate but is not guaranteed. Should the client or any reader of the report have any concerns about the reported sizes of the subject land or improvements, it is recommended that an architect or engineer be retained to certify the subject's square footage prior to performing any acts related to this appraisal.

Information obtained from the owner of the subject property, public records, government agencies, real estate agents, property managers, attorneys, accountants, office files, buyers and sellers, etc. was utilized in the preparation of this report. The information obtained from these sources was assumed to be accurate and correct. A reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser or this office.

A distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization.

Values and conclusions for various components of the subject parcel as contained within this report are valid only when making a summation; they are not to be used independently for any purpose and must be considered invalid if so used. The allocation of the total value in this report between land and improvements applies only under the reported highest and best use of the property. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

This report is intended to be read and used as a whole and not in part. Separation of any section or page from the main body of the report is expressly forbidden and will be considered as invalidating the report.

It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions, and zoning, unless the lack of compliance has been identified, described and considered in the appraisal report. Information and analysis shown in this report concerning these items are based only on a simple investigation. Any significant question should be addressed to local zoning or land use officials and/or an attorney. Determining and reporting on such compliance were not a part of the scope of work for this assignment.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns about this item since the appraiser has not made a comprehensive examination of laws and regulations affecting the subject property.

Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

An appraisal is inherently subjective and represents only an opinion as to the value of the property appraised as of the effective date of value. The opinion of value may not be valid in other time periods. It is understood by the client and intended user that the estimated value is subject to change with property and/or market changes over time, and value is highly related to current economic circumstances, physical changes to the property, exposure time, promotional effort, terms, motivation and conditions surrounding the offering.

Environmental

I am not a wetland or environmental expert, and I do not have the expertise necessary to determine the existence of wetlands or environmental hazards such as the presence of urea-formaldehyde foam insulation, toxic waste, asbestos or hazardous building materials, or any other environmental hazards on the subject property or surrounding properties. No chemical or scientific tests were performed by the appraiser on the subject property, and it is assumed that the air, water, ground and general environment associated with the property present no physical or health hazard of any kind. It is further assumed that the lot does not contain any type of dumpsite and that there are no underground tanks (or any underground source) leaking toxic or hazardous chemicals into the ground water or the environment, unless so stated in the report. An expert in the field should be consulted if any interested party were to have questions on environmental factors.

My appraisal assumes that there are no hazardous materials on the property. I am not aware of the existence of potentially hazardous materials on the property, nor am I qualified to detect such substances. The client and intended user(s) are urged to retain an expert in this field, if desired.

Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property which may or may not be present, was not observed or known by the appraiser. The appraiser, however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimate is predicated on the assumption that there is no such material on, below or affecting the property which would cause a loss in value. No responsibility is assumed for such conditions, or for any expertise or engineering assistance required to discover them or the costs involved to remove them.

I am not aware of any soil or subsoil conditions that would affect the property. The discovery of soil conditions is beyond my area of expertise.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, described, and considered in the appraisal report. A comprehensive examination of environmental laws and regulations affecting the subject property was not performed for this appraisal.

It is assumed that there are no hidden, unapparent or undisclosed conditions of the land, or of the improvements, that would render the property more or less valuable. Furthermore, it is assumed that there is no asbestos in the property.

Limited Data

There is a significant possibility that the appraiser does not possess all information relevant to the subject property.

Before relying on any statement made in this appraisal report, interested parties should contact us for the exact extent of our data collection on any point that they believe to be important to their decision making. This will enable such interested parties to determine whether they think the extent of our data gathering process was adequate for their needs or whether they would like to pursue additional data gathering for a higher level of certainty.

Engineering analyses of the subject property were neither provided for use nor made as a part of the appraisal contract, except as specifically noted in the report. Any representation as to the suitability of the property for uses suggested in this analysis is therefore based only on a rudimentary investigation by the appraiser, and the value conclusions are subject to said limitations.

Appraisal Report Limitations

Appraisal reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all the information I have concerning the subject property or the real estate market. While no factors I believe to be significant but unknown to the client have been knowingly withheld, it is always possible that I have information of significance that may be important to others but which, with my limited acquaintance of the property and my limited expertise, does not seem to be important to me.

Appraisal reports made for lenders are technical documents specifically made to lender requirements. Casual readers are cautioned about their limitations and cautioned against possible misinterpretation of the information contained in these reports.

The appraiser should be contacted with any questions before this report is relied on for decision making.

Other

Opinions and estimates expressed herein represent our best judgment but should not be construed as advice or recommendations to act. Any actions taken by you, the client, or others should be based on your own judgment, and the decision process should consider many factors other than just the value opinion and information given in this report.

Disclosure of the contents of this appraisal report is governed by the *Standards of Professional Practice* of the Appraisal Institute.

Neither all nor any part of the contents of this report (including any conclusions of value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation) shall be conveyed to the public through advertising, public relations, news, sales or any other media or public means of communication without the prior consent and approval of the appraiser.

This appraisal was prepared at the request of and for the exclusive use of the client to whom the appraisal is addressed. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the appraiser's written consent, does so at its own risk. Acceptance of this report constitutes an agreement by the addressee to limit the distribution of this report so as to prevent any other person from contending that this report has damaged them. Receipt of this appraisal report by any party not identified as the client or intended user shall not entitle that recipient to rely on the appraisal for any purpose or to use the appraisal report in any manner other than for the intended use by intended users identified in this report. Furthermore, no third party shall have any right to use or rely upon this appraisal for any purpose.

If this appraisal is found to be defective, it should be returned for correction immediately. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed. This report may not be copied without the written consent of an officer of the appraisal firm, Trotz Real Estate Services, Inc., and only then in its entirety.

It is suggested that those who possess this appraisal report should not give copies to others. Certainly, legal advice should be obtained on potential liability issues before this is done. Anyone who gives out an incomplete or altered copy of the appraisal report (including all attachments) does so at their own risk and assumes complete liability for any harm caused by giving out an incomplete or altered copy. Neither the appraiser nor this company assumes any liability for harm caused by reliance upon an incomplete or altered copy of the appraisal report given out by others. Anyone with a question on whether his or her copy of an appraisal report is incomplete or altered should contact this office.

The appraiser or those assisting in the preparation of this report are not required to give further consultation, to testify or appear in court, or attend any pretrial conference or appearance required by subpoena with reference to the property in question, unless sufficient notice is given to allow adequate preparation and unless arrangements have been previously made for such appearances and preparation necessitated thereby.

It is expressly acknowledged that in any action which may be brought against Trotz Real Estate Services, Inc., the appraiser, its employees or staff (Trotz), arising out of, relating to, or in any way pertaining to this appraisal report, whether by the client or a third party, Trotz shall not be responsible or liable for any special, consequential, punitive, or incidental damages or losses of any kind whatsoever, including without limitation, loss of profits or damages as a result of loss of use of any property, unless the appraisal was fraudulent or prepared with gross and willful negligence. It is further acknowledged that the liability of Trotz or client to one another or to any third party (regardless or whether such party's claimed use or reliance on the appraisal was authorized by appraiser) in any such action shall not exceed $10,000 unless the appraisal was fraudulent or prepared with gross and willful negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

Specific

Specifically excluded from valuation in this appraisal are the following items: Sprouts monument sign and related electrical equipment.

PART THREE

AREA AND ECONOMIC ANALYSIS

NEIGHBORHOOD/MARKET AREA ANALYSIS

For the purpose of this appraisal, the subject's neighborhood includes its market area as well as a group of complementary land uses. A complete area and neighborhood description may be found in the Market Data Brochure. The main criteria that defines the subject property's neighborhood includes location, size of area, major thoroughfares, property types, tenant and owner profiles, protection from detrimental uses and ease of access into the subject's location from other areas. Included in the addenda are the following:

- Neighborhood map indicating the location of the subject property
- Aerial view of the subject property
- Aerial view of the approximate area of sewer easement

Neighborhood characteristics are summarized as follows:

Location: Suburban

Zip Code: 38002

Boundaries:

North – Loosahatchie River
South – U. S. Highway 64
East – TN Highway 385 and I-269
West – Brunswick Road

Major Roads and Thoroughfares:

Primary – Highway 70 (Summer Avenue), I-40 Interstate, TN Highway 385, Canada Road, U. S. Highway 64

Secondary – Brunswick Road, Old Brownsville Road, Chambers Chapel Road

Specific Property Usage:

One family residential –	50%
Church/school/park –	5%
Office/Retail –	5%
Farmland –	15%
Vacant –	15%
Miscellaneous –	10%

Types of Properties in the Immediate and General Vicinity:

Numerous freestanding commercial buildings and multitenant strip shopping centers, convenience stores, Walgreens, fast food restaurants, Kroger grocery, single family residences, apartment complexes, Lakeland Golf Club, economy oriented to mid-priced hotels, Esporta Fitness Center, Colonial Country Club golf course, Sentry Self Storage facility, miscellaneous. Additionally, the subject property is located approximately 1.2 miles east of Wolfchase Galleria which is the areas largest enclosed shopping mall.

Demographic Factors:

Subject Zip code population growth 2010-2020 – 12.8%
Subject Zip code population growth 2020-2023 – 2.7%
City of Lakeland growth 2010-2020 – 11.6%
City of Lakeland growth 2020-2023 – 6.4%
City of Lakeland median household income 2023 – $111,118
Zip code to northwest 38053 population **decline** 2020-2023 – 1.0%
Zip code to northwest 38053 median household income 2023 – $60,543
Zip code to south 38016 population **decline** 2020-2023 – 1.0%
Zip code to south 38016 median household income 2023 – $73,271
Zip code to southwest 38135 population **decline** 2020-2023 – 1.3%
Zip code to southwest 38135 median household income 2023 – $86,359
Zip code to southwest 38133 population **decline** 2020-2023 – 1.6%
Zip code to southwest 38133 median household income 2023 – $73,632
Zip code to southeast 38028 population 2020-2023 – N/C
Zip code to southeast 38028 median household income 2023 – $114,424

Housing:

Predominant price range – $200,000 to $750,000
Value trends – increasing
Supply/demand characteristics – in balance

Other:

Land supply/demand characteristics – in balance
Commercial properties – in balance

Additional Information:

Life Cycle State	Growth
Development Activity	Growth
Predominant Quality and Condition of Properties	Average to good
Predominant Age of Properties	New to 40 years
General Appearance of Properties	Average to good
Adequacy of Utilities	Fair to average
Adequacy of Street Improvements	Average
Typical Rental Rates and Property Values	Average to above average
Convenience to Shopping and Support Services	Average
Convenience to Schools	Average

Convenience to Parks and Recreational Uses	Average
Convenience to Employment Centers	Average
Employment Stability	Good
Convenience to Public Transportation	Fair
Convenience to Major Thoroughfares	Good
Comparability to Other Neighborhoods	Good
Appeal to Market	Good

Conclusion:

The following summarizes the subject neighborhood:

The subject project is located in the City of Lakeland which is a fast-growing community generally situated between Paul Barret Parkway (TN Highway 385) to the north, U. S. Highway 64 to the south, Brunswick Road/City of Bartlett to the west and the Town of Arlington to the east. This suburban city is known for its good aesthetics, protection from detrimental influences, good quality housing at a reasonable price, good schools, and a relaxed way of life. Lakeland is not currently known as a shopping destination but that could change soon upon the completion of the Lake District and Lakeland Commons.

Lakeland has two public schools which are considered good by most market participants, Lakeland Elementary School which serves grades K-4, and Lakeland Preparatory School which serves grades 5-10, with additional grades being added in each of the next two years. Lakeland is one of only 16 school districts currently designated as "Exemplary" by the Tennessee Department of Education. Lakeland completed its high school facility in August, 2022, and will add one grade per year until 2025-2026 at which time the Lakeland School District will become a comprehensive K-12 system.

This neighborhood is in a growth state at this time and there are numerous subdivisions with new houses currently under construction and some that are proposed to be developed as well.

Part of the expected growth in Lakeland is likely due to the Ford Blue Oval City project that will likely employ thousands of people and create both residential and commercial demand, considering that Lakeland is located less than 30 miles away to the west.

The subject area median household income is considerably higher than the overall community as a whole, and the good economic statistics of the subject area reflect higher incomes as well. Real estate values in this neighborhood have risen lately and builders and developers are overall very bullish on Lakeland. It is ultimately concluded that the subject area appears to be headed for additional growth for at least the foreseeable future.

PART FOUR

GENERAL PROPERTY DATA

IDENTIFICATION OF THE SUBJECT PROJECT

The subject project consists of installing a force main line and gravity system to redirect wastewater, currently flowing to the Fletcher Creek Interceptor on Highway 64, to the Scotts Creek Wastewater Treatment Plant which is located along Old Brownsville Road near Scott's Creek between Pass Road and Adagio Lane.

The force main system includes two pump stations on Highway 64, a 14" PVC force main line that varies in depth but is typically 4', and a barometric loop within the New Canada Road right-of-way that is referred to on the plans as a Vortex Flow Insert Tower. The permanent easement for the force main is 20' wide, and the permanent easement area for the pump stations vary by site. Per the client, this is a closed system that cannot be tied into by the property owner. The force main system runs along Highway 64 and is located between Highway 64 and approximately Falcon Hill Drive.

The gravity system consists of a 36" reinforced fiberglass pipe with depths varying from approximately 8' to 25' +/-, with a permanent easement width of 50'. Per the client, property owners would be able to tie into this system at their own cost if engineered properly. The gravity system generally runs from approximately Falcon Hill Drive to the Scotts Creek Wastewater Treatment Plant.

Temporary construction easement widths for both the force main and gravity system vary by site.

Included in the addenda are the following:

- City of Lakeland Overall Project Layout Indicating the Location of the Subject Property

The subject property is identified as Tract 1 of the above project where the Fletcher Trace Pumping Station will be located. As part of the project the ground will remain at the same elevation and there will be a 6' wood fence installed along the south and east sides of the easement area. Additionally, a concrete retaining wall will be built and where the ground slopes up along the west side it will be set into the hill. Included in the addenda are photographs of the subject property and typical street scenes.

LARGER PARCEL CONCEPT

Larger parcel is a term used in eminent domain proceedings. According to Black's Law Dictionary, it is defined as:

> "A portion of land that is not a complete parcel, but is the greater part of a bigger tract, entitling the owner to damages both for the parcel taken and for severance from the larger tract. To grant both kinds of damages, a court generally requires the owner to show unity of ownership, unity of use, and contiguity of the land. But some states and the federal courts do not require contiguity when there is strong evidence of unity of use."

In governmental land acquisitions, the larger parcel can be determined as the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

A determination of the larger parcel of each subject property will be made. The word "larger" is not in this instance synonymous with "bigger". Rather, it refers to "scope of consideration".

The subject property is appraised based on the larger parcel concept.

IDENTIFICATION OF THE SUBJECT PROPERTY ENTIRE TRACT AND LARGER PARCEL

Tax Parcel Identification Number: Ward L1 - Block 59 – Parcel 408

Address: 9050 Highway 64, Lakeland, Shelby County, TN 38002

Location: Northwest corner of Highway 64 and Fletcher Trace Parkway.

Property Type: The entire tract consists of a tract of land with 6.93 acres as determined by the project Easement Acquisition Table. This equates to 301,871 square feet of land area. Included on this tract of land is a retail shopping center and site improvements, most of which are located away from the project area and will be excluded from valuation since they are not negatively affected by this project. The shopping center includes tenants such as Sprouts, Starbucks, Marco's Pizza, Wang Garden Chinese restaurant, Subway restaurant, Leslie's Pool Supply, Harbor Freight Tools store and others.

The larger parcel of the subject property is defined as follows: same as above.

HISTORY OF THE SUBJECT PROPERTY

USPAP requires an appraiser, if such information is available to the appraiser in the normal course of business, to analyze all agreements of sale, options and listings of the subject property current as of the effective date of the appraisal, and analyze all sales of the subject property that occurred within three years prior to the effective date of the appraisal. The Uniform Act requires confirmation of all sales within the past five years. The client did not provide a title search to the appraiser. Public records were researched regarding the sale or transfer history of the subject property for a minimum of the five-year period prior to the effective date of this appraisal. A title search was not performed by the appraiser; however, based on a limited review of public records, and the City of Lakeland Easement Acquisition Table, it appears that the subject property is owned by CB Associates, LLC. The contact information of the owner is as follows: CB Associates, LLC, 400 Mall Boulevard, Suite M, Savannah, GA 31406-4820; 912-355-1311. The following information was gathered from the property inspection. To the best of the appraiser's knowledge, a summary of pertinent information is as follows:

Current Use – Multitenant retail strip shopping center with an outparcel building (Country Bridge Shopping Center).

Current Listings – The subject property is not listed for sale.

Past Listings – Unknown.

Current Offers – Unknown.

Pending Contracts – Unknown.

Sales History – The subject property was acquired by the current owner on September 13, 2007 through a special warranty deed, Instrument No. 07159380 as recorded in the Shelby County Register's Office. The consideration listed in the deed was $154,900 which makes this appear to be a non arm's-length transaction or the sale of a partial interest. On the same day, another deed was filed, Instrument No. 07159379 for $301,000. The last transaction which appears to be at market value was on December 19, 2005 through Instrument No. 06003665 for $7,167,688. No details are known about that transaction. The appraiser is not aware of any recent transactions.

REAL ESTATE ASSESSMENT ANALYSIS

Market value for assessment purposes is generally determined through the application of mass appraisal techniques. Mass appraisal is the process of valuing a group of properties as of a given date using common data, standardized methods, and statistical testing. Typically, a mass appraised value considers a property's use (such as home, business, vacant land, etc.), a property's characteristics (location, size, age, quality, condition and amenities), a property's net earning power, and current market conditions.

Real estate tax assessments are administered by the Shelby County Assessor of Property. Tax records reflect mass appraised and assessed values for the subject property larger parcel for the following years:

Tax Year	Appraised Value	Assessed Value
2023	$9,013,600	$3,605,440
2022	$9,013,600	$3,605,440
2021	$9,013,600	$3,605,440
2020	$8,443,900	$3,377,560
2019	$8,443,900	$3,377,560

The land portion of the Shelby County Assessor mass appraisal has a current value of $2,802,000 which equates to $9.28 per square foot. Based on the concluded market value developed in this appraisal, the mass appraised value of the subject property is low.

SITE DATA AND ANALYSIS

The characteristics of the larger parcel are summarized as follows:

Size	Approximately 6.93 acres or 301,871 square feet of land area.
Street Frontage	Approximately 515' along Highway 64 and 767' along Fletcher Trace Parkway.
Street Characteristics (Highway 64)	Number of travel lanes – 6 plus center turn lane; Condition – Average; Poured concrete curbs – No; Poured concrete gutters – No; Sidewalks – No; Streetlights – Yes.
Street Characteristics (Fletcher Trace Parkway)	Number of travel lanes – 2; Condition – Average; Poured concrete curbs – Yes; Poured concrete gutters – Yes; Sidewalks – Yes; Streetlights – No.
Shape	Rectangular to irregular
Corner	Yes
Topography	Slopes up from street and is then mostly level.
Drainage	Appears adequate
Access	Good
Visibility	Good
Availability of Utilities	All public utilities are present and are adequate.
Soil and Subsoil Conditions	The appraiser was not furnished with a soil analysis; however, no known soil or subsoil conditions exist that would affect development of the subject property.
Environmental Hazards Present	All former uses of the subject property and surrounding uses are unknown, and environmental evaluation is beyond the appraiser's scope of expertise. However, it is assumed that the subject is not adversely affected by environmental hazards. A qualified engineer should be consulted on this matter, and an environmental study is strongly recommended due to the appraiser's lack of knowledge in this field.
Nuisances, Hazards, or Detrimental Influences	No known nuisances or hazards. There do not appear to be any detrimental influences surrounding the subject property.
Zoning Designation	The subject property is governed by City of Lakeland Land Development Regulations, Article III – Zoning Regulations. The subject is situated in the C-2, Regional Commercial District zoning category. The subject appears to conform to the current zoning ordinance. Please see the Market Data Brochure for additional zoning information.
Potential for Zoning Changes	Assumed not likely.
Flood Zone Information	As per FEMA Flood Insurance Rate Map No. 47157C0310G, dated February 6, 2013, the subject property does not appear to be situated in a flood hazard area. This is a flood hazard area determination only and not a certification.

Easements and Restrictions	A current "as built" survey was not provided to the appraiser. Per Instrument No. CG5768 as recorded in the Shelby County Register's Office, which is a Declaration of Easements and Restrictions, the subject property owner at that time entered into an agreement with the adjoining owner of land at that time regarding, but not limited to, common areas, ingress/egress matters, service drive matters, signage easement, drainage easement, certain use restrictions, and maintenance. The rights, easements and obligations in this document do not terminate until July 1, 2041. Ingress/egress easements are common with shopping centers. Even though there are some use restrictions in this document which would affect the subject property, they are not so onerous to have a material affect on the overall use or value of the subject. Therefore, there are no easements or restrictions known to exist that would affect the subject property in a negative way. It is recommended that the client obtain a current survey.
On-Site Improvements Present	Multitenant retail strip shopping center with related site improvements.
Surrounding Property Uses	N – Lakeland Golf Club S – Stonebridge shopping center including Kroger and Wells Fargo bank branch E – Single family residences, vacant lot, Zaxby's restaurant W – Backyard Burgers restaurant and Galleria Self-Service Car Wash
Functional Utility of Site	Good

Included in the addenda are the following items:

- Tax plat of the subject property
- Current zoning map indicating the location of the subject property
- Zoning Map Legend
- City of Lakeland Future Land Use Plan Map
- Flood map of the subject property

Conclusion:

Most factors of the site are positive attributes, and the physical characteristics of the site are generally suitable for most of the uses permitted by zoning. Therefore, it is concluded that the subject site is well suited to meet the demands for a tract of land in this neighborhood to serve the typical market participant.

DESCRIPTION OF LAND ACQUIRED

The interest acquired is an easement, and is a partial acquisition out of the entire tract, or larger parcel land. The following is taken from the Easement Acquisition table and was confirmed by the legal description which was furnished by the client.

Fee acquisition – None.

Permanent sewer easement – 0.06 acres or 2,841 square feet of land area.

Temporary construction easement – 0.053 acres or 2,327 square feet of land area.

The land acquired is located at the southeast portion of the larger tract. The shape of the acquisition area is generally rectangular.

Please see the acquisition plat for the exact location of the above areas.

This appraisal is based on a plan revision dated December 15, 2023. The plans indicate the following:

Type of equipment in the proposed sewer easement area – electrical panel, generator, valve vault, wetwell, fencing, landscaping along fence, retaining wall, concrete driveway, gates.

Permanent easement dimensions – 50.00'/52.19' x 49.35'/64.29'.

Temporary construction easement width – approximately 20' on the west and north sides of the permanent easement. Per the client, the improvements that are located in the temporary construction easement will be repaired to a similar condition by the contractor, or replaced if damaged extensively, after the project is complete if disturbed during construction. Therefore, the owner is not being compensated for those items which include: retaining wall, smaller specimen tree, large oak tree, asphalt, storm drain, holly bushes, concrete curbing and irrigation.

Improvements to be acquired: Improvement No. 1 – landscaping; Improvement No. 2 – retaining wall; Improvement No. 3 – poured concrete curbing; Improvement No. 4 – paved asphalt.

Included in the addenda are the following items:

- Acquisition Plat of the Subject Property (2 pages)
- Legal Description of the Subject Easement
- City of Lakeland Plan Pages

IMPROVEMENT DESCRIPTION AND ANALYSIS

The subject improvements that are located in the affected permanent easement area are described as follows:

Improvement No. One   Actual Age N/A   Effective Age N/A   Function Landscaping

Construction Bed, Trees, Shrubs, Sod, Irrigation   Condition Good   Sq. Ft. Area N/A

Comment: The landscaping in the sewer acquisition easement area consists of approximately 200 sq. ft. of flower bed area, 2 large holly trees, 1 medium specimen oak tree, 8 medium sized shrubs, approximately 1,727 sq. ft. of sod, and irrigation.

Improvement No. Two Actual Age 33 Effective Age 15 Function Retaining Wall

Construction Concrete Condition Average Sq. Ft. Area 85 +/-

Comment: The retaining wall consists of a 40" tall wall plus a shorter wall that is approximately 12" tall. They are 20' and 10' long respectively. All sizes are approximate with an allowance added for that portion of the wall being below ground. This is a good quality wall that appears to be reinforced.

Improvement No. Three Actual Age 33 Effective Age 15 Function Curbing

Construction Concrete Condition Good Linear Feet 40'+/-

Comment: The curbing is mostly 6" wide and 6" tall with some smaller portions. This is a good quality commercial curbing.

Improvement No. Four Actual Age 33 Effective Age 20 Function Parking Lot

Construction Asphalt Condition Average Sq. Ft. Area 590'+/-

Comment: The above area is located in the proposed permanent sewer easement area and is the location of one parking spot that is located furthest away from the main building.

There is one additional improvement located in the sewer acquisition area which is the concrete base of a former pole sign. This base once supported a Kroger grocery freestanding pole sign. Per the City of Lakeland, this type of sign would not currently be permitted. Therefore, the base serves no purpose and is functionally and economically obsolete and fully depreciated. Included in the addenda is a photograph of this base.

The property owner did not provide information to the appraiser regarding the improvements.

PART FIVE

ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The highest and best use analysis is viewed from the following two perspectives: 1) The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements; and, 2) the use that should be made of a property as it exists (i.e., considering the current improvements).

To estimate the highest and best use, four elements are considered:

1. Legal permissibility – What uses of the site are permitted by zoning codes, land use plans, easements and private deed restrictions?

2. Physical possibility – What uses of the site are physically possible with regard to size, shape, terrain and accessibility?

3. Financial feasibility – Which legal and physically possible uses will produce a positive net return to the owner of the site or positive functional utility for owner occupancy?

4. Maximum productivity – Among the feasible uses, which use will produce the highest net return to the subject property or the highest present worth?

To answer the question of highest and best use, the following is considered. Many uses may be legally permissible, but only some of those will be physically possible. And of those, only some will be financially feasible. The question ultimately becomes, which of those uses (legally permissible, physically possible, financially feasible) will be maximally productive by bringing the highest economic return to the owner of the rights to the land?

For an improved property, a highest and best use analysis typically involves selecting and supporting the highest and best use for the property as if vacant and as improved. For a vacant property, the highest and best use as improved would not be applicable.

Considering the attributes of the subject property, which include the type of property, location, zoning and most probable use, it was determined a full-scale highest and best use analysis was not necessary in order to develop a credible opinion of value.

Highest and Best Use as if Vacant – Before Acquisition

The highest and best use analysis of land as though vacant focuses on alternative uses by testing each reasonably probable use for legal permissibility, physical possibility, financial feasibility, and maximum productivity. In the analysis of highest and best use of land as though vacant, the process involves seeking answers to the following questions: Should the land be developed or left vacant? If left vacant, when would future development be financially feasible? If developed, what kind of improvements should be built?

Legally Permissible – The current zoning in place is C-2, Regional Commercial District. Given current zoning, potential zoning, prevailing land use patterns in the area, and the City of Lakeland Future Land Use Plan Map which classifies the subject property as a commercial corridor, consideration is given to the following use in determining highest and best use of the site, as if vacant: commercial.

Physically Possible – Based on the physical characteristics of the subject property land, the subject site would be conducive for development at the current time.

Financially Feasible – Consideration of financial feasibility should include the reasonably probable and market demanded use for property, not the speculative use for property. For a use to be financially feasible, the market must appreciate it to the extent that the use has value commensurate with at least its cost. The uses that are legally permissible and physically possible are given further consideration. Based on supply and demand factors, and considering the current economic conditions present at the subject location, development on the subject property site would have a value commensurate with at least its cost.

Maximum Productivity – The maximally productive use is the physically possible, legally permissible and financially feasible use that results in the greatest net return or highest present value, assuming risks associated with different uses are approximately equal.

Highest and Best Use as if Vacant – commercial retail or restaurant.

Highest and Best Use as Improved – Before Acquisition

The highest and best use analysis of property as improved focuses on the four tests while also considering the following three possible actions related to the current improvements: 1) Retain the improvements; 2) Modify the improvements in some way, such as conversion, renovation, or alteration; or 3) Demolish the improvements and redevelop the land. Additionally, if renovation or redevelopment is warranted, further consideration is given to when the new improvements should be built.

The appraisal of existing improvements is based on their actual contribution to the site.

Legally Permissible – The subject improvements appear to conform to the site's zoning criteria and limitations, and the current use is assumed to be legally permissible.

Physically Possible – The improvements have occupied this site for approximately 33 years, and the current type, use and property condition of the improvements is considered to be acceptable by most market participants. Thus, the improvements appear to add value to the overall site.

Financially Feasible – A financially feasible use considers what is market demanded instead of focusing on speculative uses. The financially feasible uses of the subject would be those that can produce a positive net operating income or positive functional utility for owner occupancy. Additionally, a financially feasible use includes the value produced by the existing improvements exceeding the value of the site as if vacant. The subject meets this test and is therefore financially feasible.

Maximum Productivity – The maximally productive use is the physically possible, legally permissible and financially feasible use that results in the greatest net return or highest present value, assuming risks associated with different uses are approximately equal. Consideration is given to keep using the improvements the way they exist, make modifications to what exists or demolish the existing improvements to obtain a vacant site.

There does not appear to be an alternative use that would have a more profitable impact than the existing subject property improvements. Therefore, it is concluded that the existing use is maximally productive and is the subject's highest and best use, as improved.

Highest and Best Use as Improved – current use.

Highest and Best Use – After Acquisition

The highest and best use after the acquisition will be discussed in the Remainder section.

THE VALUATION PROCESS

In summary, an appraisal is an economic theory used to form a conclusion about value. The valuation process assumes that a property is currently being used, or can be made readily available, to its highest and best use. The valuation process involves the following seven steps:

1. **Definition of the Problem -** Identification of the real estate; identification of property rights to be valued; date of value estimate, use of the appraisal; definition of value; other limiting conditions.
2. **Preliminary Analysis and Data Selection and Collection** - Collection of general data such as social, economic, government, and environmental; collection of specific data on items such as the site and improvements, sales, building costs, depreciation, income and expenses and capitalization rates.

3. **Highest and Best Use Analysis -** Highest and best use of the land as though vacant; highest and best use of the property as improved.

4. **Land Value Estimate -** Valuation of the site from comparable land sales.

5. **Application of the Three Approaches -** Use of the cost approach; use of the sales comparison approach; use of the income capitalization approach.

6. **Reconciliation of Value Indications and Final Value Estimate** - Compare the three approaches and select value based on strengths and weaknesses of each approach.

7. **Report of Defined Value -** Provide report with explanation of supporting data.

The three traditional approaches to a value estimate in appraising real property are as follows:

- Cost approach
- Sales comparison approach
- Income capitalization approach

The cost approach method of valuation estimates the cost to construct the existing or proposed structure, and then deducts all depreciation present in the property from the cost of the existing or new structure as of the effective date of appraisal. The depreciated value of the site improvements along with the site value are added to this figure, and the result is the indication of value by the cost approach. The cost approach assumes that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility. The cost approach is generally most applicable in valuing relatively new construction and when no functional or external obsolescence is evident and the site value is well supported. This approach is also used when the subject property has unique or specialized improvements for which there is little or no sales/rental data from comparable properties. The cost approach is weakened when determining the value of an older property with significant depreciation present.

The sales comparison approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. The sales comparison approach is most applicable in an active market where there is good and sufficient data on recent bona fide arms-length transactions to indicate a normal value pattern. The sales comparison approach is often relied upon for owner-user properties. This approach is based on a major premise that holds that the market value of a property is directly related to the prices paid for comparable, competitive properties. In this approach, data on comparable property sales is gathered and analyzed. Since no two properties are usually ever exactly the same, adjustments must be made to compare one property to another. Price adjustments are made to comparable properties for the elements of comparison that affect value. When a sale is inferior to the subject property, the comparable price is adjusted upwards. When the sale is superior to the subject property, the comparable price is adjusted downwards.

The income capitalization approach involves the capitalization (dividing income by a rate of return) of the net income that a property is producing, or is capable of producing, to form a value conclusion. Income producing property is typically purchased for investment purposes and from the investor's point of view earning power is the critical element affecting the property's value. A basic investment belief reasons that the higher the earnings, the higher the value, provided there is no change in risk. The income approach is most applicable when a bona fide rental is currently in place or there is sufficient market data from competitive rentals and expenses to indicate a likely net income.

The cost approach was used due to the following: There are improvements located in the permanent sewer acquisition area which need to be valued.

The sales comparison approach for land was used due to the following: Market participants consider this the most reliable way to estimate value. There were an adequate number of sales to consider to form a meaningful conclusion of value.

The income approach was not used due to the following: Not enough data exists to form a meaningful conclusion of value. There does not appear to be a ground rental in place at the subject property at the current time.

Reconciliation is the final step in the valuation process in which an appraiser considers alternative value indications and selects a final value estimate. To properly conduct the reconciliation process, an appraiser reviews the entire appraisal. The strengths and weaknesses of each approach are then determined. Finally, the appraiser is then able to select a final value estimate that has taken into consideration the validity of data presented, the authenticity of data obtained, and the quantity of evidence provided by a particular comparable or value approach. The final value estimate in an appraisal report is normally stated as a single figure.

SITE VALUATION

In order to develop a value opinion of the subject property land, consideration is given to the highest and best use of the site.

Land valuation is determined by such basic principles as anticipation, change, supply and demand, substitution, and balance. The valuation of land considers property rights and public controls that affect land use and land value such as limitations on land development, subdivision guidelines, zoning ordinances, and other public restrictions. Also, the physical characteristics of a site, such as size, shape, frontage, topography, and view, affect its use and value.

Some common land valuation techniques, or procedures to value land, include the sales comparison approach, allocation method, extraction method, land residual technique, and ground rent capitalization. Nearly all market participants in the subject's neighborhood buy, sell, and list land based on an analysis of closed sales, listings or pending sales of properties that are similar to the subject property, or the sales comparison approach. Therefore, the sales comparison approach is the most applicable and supportable valuation method for land in this neighborhood and is the approach used in this analysis.

Since no two parcels of real estate are usually exactly alike, adjustments must be made where the market indicates such adjustments are justified. Downward adjustments are made to the comparable sale when the sale property is superior to the subject, and upward adjustments are made to the comparable sale when the sale property is inferior to the subject.

The sales comparison approach has a relationship to several appraisal principles. Property prices are determined by the principle of supply and demand because if demand for a particular type of property is high, then prices tend to increase, and, conversely, if demand is low, prices tend to decline. The principle of balance states that the forces of supply and demand tend to be in equilibrium, but absolute equilibrium is rarely ever attained. The principle of substitution states that when several similar properties are available, the one with the lowest price will attract the greatest demand. The principle of externalities states that positive and negative external forces have effects on a property's value.

Generally, numerous sales of exact identical properties do not sell within a limited time frame or within a certain short period of time. Therefore, in choosing comparable sales, those comparables having the best combination of the following characteristics were chosen:

1. Properties most similar to the subject with regard to physical characteristics, zoning, property use, and tenant or owner-occupant user profiles;
2. Properties in the same neighborhood as the subject, or similar competing neighborhood, which cater to the same market;
3. Properties that have most recently been sold.

Elements of comparison are the characteristics of properties and transactions that help explain the variances in the prices paid for real property. The basic elements of comparison used by market participants in this neighborhood include property rights conveyed, financing terms, conditions of sale (motivation), date of sale (market conditions), location, physical characteristics, available utilities, zoning, legal encumbrances, economic characteristics, and highest and best use.

The most common units of comparison in site valuation include sales price per square foot, sales price per acre, sales price per frontage foot or sales price per depth of lot footage. In this market, the primary unit of comparison used by most market participants is the sale or listing price per square foot.

The following land sales were selected as being the most reliable indicators of market value for the subject site. Adjustments are shown on the below chart, with the comparable sale details found in the appraiser's Market Data Brochure.

COMPARABLE LAND SALES ADJUSTMENT GRID

Element of Comparison	Subject Property	Sale No. 1	Sale No. 5	Sale No. 11	Sale No. 12
Location	Highway 64	Lake District Dr.	Arlington Trail	Airline Rd.	Airline Rd.
Proximity to Subject		2.6 miles NE	9.6 miles NE	9.5 miles NE	9.5 miles NE
Date of Sale		9/18/23	8/13/21	5/30/23	10/17/23
Cash Equivalent Sale Price	N/A	$2,283,340	$1,005,779	$575,000	$697,000
Time Adjustment	Current				
Adjusted Sale Price	N/A	$2,283,340	$1,005,779	$575,000	$697,000
Land Size – Square Feet	301,871	110,253	66,400	46,648	54,782
Unit Sale - Price per Square Foot	N/A	$20.71	$15.15	$12.33	$12.72
Location	Average		+3.03	+3.08	+3.18
Size		-2.07	-2.27	-1.85	-1.91
Shape					
Topography					
Access		-2.07	+1.52	+3.08	+3.18
Zoning					
Utilities					
Easements/Encumbrances					
Off-Site Improvements					
On-Site Improvements					
Net Adjustments		-4.14	+2.28	+4.31	+4.45
Adjusted Unit Sale Price		**$16.57**	**$17.43**	**$16.64**	**$17.17**

Generally, numerous sales of identical properties do not sell within a limited time frame or within a certain short period of time. Therefore, in choosing comparable sales, those comparables having the best combination of the following characteristics were chosen: 1) properties most similar to the subject with regard to physical characteristics, zoning, property use, and tenant or owner-occupant user profiles; 2) properties in the same neighborhood as the subject, or similar competing neighborhood, which cater to the same market; and 3) properties that have most recently been sold. The above land sales were selected as being the most reliable indicators of value for the subject property. Additional information on each sale may be found in the Market Data Brochure. The following adjustments were made to the above land sales, and where it is noted that no adjustments were necessary it is the appraiser's opinion that the comparable sale was similar enough to the subject property in that regard that no adjustment was required.

Time: All sales were transacted within a similar economic period as compared to the effective date of the appraisal. Therefore, no adjustments were necessary.

Location: Sale Nos. 5, 11 and 12 are located in Arlington and are in close proximity; however, they have inferior locations as compared to the subject property and upward adjustments were necessary.

Size: All sales have significantly smaller land sizes. Smaller lots typically sell for higher unit values. Therefore, downward adjustments were necessary to all sales.

Shape: No adjustments were necessary.

Topography: No adjustments were necessary.

Access: Sale No. 1 is located on multiple corners and has better access as compared to the subject property. Sale No. 5 is located on an inferior corner which required an upward adjustment. Sale Nos. 11 and 12 have inferior interior locations and upward adjustments were necessary.

Zoning: All sales have similar enough zoning that no adjustments were necessary.

Utilities: No adjustments were necessary.

Encumbrances, Easements, etc.: No adjustments were necessary.

Off-Site Improvements: No adjustments were necessary.

On-Site Improvements: No adjustments were necessary.

Other Adjustments: No adjustments were necessary.

Reconciliation: The land sales indicate an initial cash equivalent sales price from $12.33 to $20.71 per square foot. The adjusted unit prices of the comparable land sales produced a range of $16.57 to $17.43 per square foot. Since these comparables were deemed to be the most reliable ones present, heavy consideration was given to these sales. Further consideration was given to other sales included in the Market Data Brochure. Based upon the subject being located on a prominent corner along Highway 64, and considering the recent dates of sale of Sale Nos. 1, 11, and 12, greatest weight was given towards the middle portion of that adjusted range when determining the market unit value for the subject property land, or $17.00 per square foot.

Conclusion:

The indicated value of the subject larger parcel land is calculated as follows:

301,871 Square Feet of Land Area x $17.00 per square foot unit value:	$5,131,807
Indicated Value of the Subject Larger Parcel Land	**$5,131,807**

COST APPROACH

The cost approach estimates the cost to construct the existing or proposed structure, including entrepreneurial incentive (if warranted) and soft costs, and then deducts all accrued depreciation present (physical, functional and external). The value of the depreciated site improvements and the site itself is added to this figure and the result is an indication of a value by the cost approach. The principle of substitution is basic to the cost approach because it affirms that no prudent purchaser would pay more for a property than the cost of constructing or acquiring an equally desirable substitute on the open market, providing there was no undue delay.

Replacement Cost New Estimate

Estimating the cost new of the subject improvements can be derived from several different methods including the use of a cost service, employment of a contractor to provide an estimate, and extraction from the market that takes into consideration the cost of recently completed similar improvements.

Replacement cost new is easier to obtain because an existing building may incorporate materials, designs, or construction techniques that are out of date or cannot be reproduced. Additionally, using replacement costs eliminates the need to estimate some forms of functional obsolescence. Reproduction costs are more difficult to estimate but provide an estimate to create a duplicate improvement forming a basis for measuring all forms of depreciation. The decision about which cost estimate to use is often related to the purpose of the appraisal. For purposes of this appraisal, the replacement cost new estimate is used.

Depreciation is a loss in value arising from any cause such as physical deterioration, functional obsolescence, or external obsolescence. Depreciation can accrue as soon as construction of an improvement is completed and is a penalty only to the extent that it is recognized by the market as causing a loss in value to the improvement. The most common method for estimating depreciation is the economic age-life method which is defined as: "A method of estimating depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction; also known as the *age-life method.*"

The formula to estimate depreciation by this method is as follows: Effective Age ÷ Total Economic Life x Replacement Cost = Depreciation. The depreciation is attributed to normal wear and tear and the typical life expectancy for the improvements found at the subject property.

Conclusion:

The cost approach is relevant because there are improvements located in the affected area which need to be valued. In this approach, a replacement cost new estimate was obtained through the use of *The Marshall & Swift Valuation Service* with consideration given to local construction supply and demand factors and the contributory value of the improvements. Physical depreciation present was then estimated using the economic age-life method. There is no functional or external obsolescence present. After physical depreciation was calculated, it was subtracted from the replacement cost new estimate in order to arrive at the depreciated value of the affected site improvements. The depreciated value of the site improvements, in addition to the previously estimated site value, was then added. The result is the indicated value by the cost approach. Therefore, the following is concluded:

Improvement No. One

Replacement Cost $ 10,591 Depreciation $ N/A Indicated Value $ 10,591

The above replacement cost was calculated by considering data found in the *Marshall & Swift Valuation Service*, Section 66, Page 8, dated December, 2023. The replacement cost of the landscaping is as follows: 200 sq. ft. of bed x $6.00 per sq. ft. = $1,200; 2 holly trees x $1,500 each = $3,000; 1 specimen oak tree x $2,000 = $2,000; 8 shrubs x $100 each = $800; 1,727 sq. ft. of sod x $1.50 per sq. ft. = $2,591; plus irrigation acquired allowance of $1,000. $1,200 + $3,000 + $2,000 + $800 + $2,591 + $1,000 = $10,591. There is no depreciation present.

Improvement No. Two

Replacement Cost $ 2,125 Depreciation $ 638 Indicated Value $ 1,487

85 sq. ft. x $25 per sq. ft. = $2,125 replacement cost new.

The above replacement cost was calculated by considering data found in the *Marshall & Swift Valuation Service*, Section 51, Page 3, dated March. 2023. The depreciation is attributed to normal wear and tear and the typical life expectancy for an item of this type. The depreciation is based on the effective age of 15 years divided by the economic life of 50 years, or 30%.

Improvement No. Three

Replacement Cost $ 1,000 Depreciation $ 300 Indicated Value $ 700

40 linear ft. x $25 per linear foot = $1,000 replacement cost new.

The above replacement cost was calculated by considering data found in the *Marshall & Swift Valuation Service*, Section 66, Page 1, dated December, 2023. The depreciation is attributed to normal wear and tear and the typical life expectancy for an item of this type. The depreciation is based on the effective age of 15 years divided by the economic life of 50 years, or 30%.

Improvement No. Four

Replacement Cost $ 3,540 Depreciation $ 1,770 Indicated Value $ 1,770

590' sq. ft. x $6.00 per sq. ft. = $3,540 replacement cost new.

The above replacement cost was calculated by considering data found in the *Marshall & Swift Valuation Service*, Section 66, Page 1, dated December, 2023. The depreciation is attributed to normal wear and tear and the typical life expectancy for an item of this type. The depreciation is based on the effective age of 20 years divided by the economic life of 40 years, or 50%.

Depreciated Value of Affected Improvements:	$14,548
Add: Land Value	+5,131,807
Indicated Value by the Cost Approach of the Larger Parcel Land Plus Affected Improvements:	$5,146,355

RECONCILIATION

The subject property larger parcel land, which is the entire tract, was valued using the sales comparison approach, which is the most reliable method for valuing vacant land. The cost approach includes the depreciated value of the affected improvements only, for which compensation to the owner will be necessary, as well as the land value. There is limited comparable rental information present for land similar to the subject property; therefore, the income approach would not be applicable. The cost approach was given more consideration because affected improvements and land value are included.

MARKET VALUE OF ☐ Entire Tract ☒ Part Affected..$5,146,355

TOTAL AMOUNT DUE OWNER IF ☐ Entire Tract ☒ Part Affected Acquired........$5,146,355

AMOUNT ATTRIBUTABLE TO Land $5,131,807 Improvements............$14,548

In calculating the Part Affected, since this assignment calls for an estimate of the market value of the easement only, this appraisal excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

VALUE OF THE ACQUISITION AND AMOUNT DUE OWNER

The final step in the analysis of the subject property is to determine the value of the easement acquisition which represents the total amount due the owner. This is done by the following steps:

1. Calculate the value of the easements including any improvements, if applicable,
2. Add damages to the easement value if any are present,
3. Subtract benefits from the remaining calculation if there are any damages to be offset,
4. Estimate the value of the acquisition or the amount due owner.

Easements: A portion of the subject property will be acquired through an easement interest only, and the owner will retain all other property rights, including ownership. When determining the impact of a permanent sewer easement, consideration is given to the property rights taken away and the property rights remaining. The owner will lose most usage rights within the easement; such as the ability to construct permanent improvements in the easement. Additionally, the easement area will be fenced and free access to the area will be difficult in the future. Therefore, it is estimated that the net effect of the permanent sewer easement area will be 95%. The higher percentage amount is due to the near total loss of property rights of the easement area. The construction easement is temporary and gives control of this part of the subject to the City of Lakeland during the construction process. Once construction is complete, this easement will no longer exist and the owner will have full control of this land. The temporary construction easement will be valued based on a three-year term which is the maximum construction period as indicated by the client. In the subject's marketplace, ground leases are typically generating a 10% annual return based on the underlying land value.

The easement areas will be calculated based on the following:

Permanent Sewer Easement: $17.00 per square foot overall fee value x 95% sewer easement affect = $16.15 per square foot

Temporary Construction Easement: $17.00 per square foot overall fee value x 10% annual rental x 3-year term = $5.10 per square foot

The following calculation is provided to determine the market value of the acquisition and the amount due owner:

A.	Permanent Sewer Easement	2,841 Square Feet	x $ 16.15	= $ 45,882
	Temporary Construction Easement	2,327 Square Feet	x $ 5.10	= $ 11,868
B.	Improvements Acquired			
	Improvement No. 1 - Landscaping	$10,591		
	Improvement No. 2 - Retaining Wall	$ 1,487		
	Improvement No. 3 - Curbing	$ 700		
	Improvement No. 4 - Asphalt	$ 1,770		
C.	Value of Part Acquired Land & Improvements (Subtotal)........	$72,298		
D.	Total Damages – See remainder discussion..............................	$ 0		
E.	Total Cost to Cure..	$ 1,000		
F.	Sum of A, B, D and E..	$73,298		
G.	Benefits – See remainder discussion...			$ 0
H.	TOTAL AMOUNT DUE OWNER, if only part is Acquired......................................			$ 73,298

REMAINDER

According to the easement acquisition table, there is no fee acquisition. Therefore, The remainder size will not change leaving 6.93 acres and 301,871 square feet remaining at the subject property.

The subject remainder after the acquisition will differ from the before site as follows:

Size: No change

Shape: No change

Frontage: No change

Corner: No change

Topography: No change

Drainage: No change

Utilities: No change

Access: No change

Visibility: No change

Easements and Restrictions: There will be a permanent sewer easement located at the subject property but the owner will continue to own the land. The owner will lose most rights due to this easement, and the loss for which the owner will be compensated is discussed below. Included in the easement language prepared by the City of Lakeland, the City will have a utility easement within which to construct, install, operate, maintain, change the size of, inspect, alter, replace, repair and/or remove public utilities, and associated appurtenances such as manholes. The City agrees to restore property, including fences, to its condition as existed prior to any disturbance caused by construction. Furthermore, there are additional incidental rights and powers that the City will have which will include a future 20' easement on each side if needed, the ability to install gates in any fences crossing the easement, and ingress and egress to the easement. The property owner would give up its right to excavate, build, construct on, or obstruct the easement. This easement shall run with the land forever.

Parking: After the project is complete, there will be one less parking space located away from the building. This appears to be the least used parking area by customers. Before the project, there were approximately 256+/- parking spaces. The loss of one space represents a loss of less than one-half of one percent. Therefore, there are no noticeable damages present due to the loss of parking which would appear to be undetectable after the project is complete.

Zoning: No change

Street Characteristics: No change.

Elevation: No change

Consideration was given to damages that would be created by the proposed sewer easement project. Damage estimates must exclude highly improbable damages, but reflect those damages that would be considered significant by prudent buyers and sellers. Most uses to which the property could be adapted before the project will be available after completion of the project. There are no physical differences noted that would have a significant impact on the subject remainder. Since the functional utility of the subject property will not change after completion of the project, and since there is no change to the highest and best use of the remainder after the project is complete, the same sales, adjustments, and discussion used to value the property prior to the acquisition are applicable to the remainder. Therefore, there is no change in the per unit land value of the remainder property, and there are no damages as a result of this project.

Consideration was given to special benefits derived as a result of the completion of the proposed sewer easement project, and there do not appear to be any benefits, or value enhancement, as a result of the project.

Therefore, it is the appraiser's opinion that no damages or benefits will be created due to the proposed project.

Subject Remainder Calculation of Damages –

Before project:	301,871 square feet x $17.00 per square foot unit value =	$5,131,807
Less Easement Acquisition		- 57,750
Before Remainder Value		**$5,074,057**
After Project:	301,871 square feet x $17.00 per square foot unit value =	$5,131,807
Less Easement Acquisition		- 57,750
After Remainder Value		**$5,074,057**

The damages are estimated as follow:

Before Remainder Value	$5,074,057
Less After Remainder Value	- 5,074,057
Total Damages	**$0**

Cost to cure: After the project is complete and the bushes are planted around the wood fencing along the south and east sides of the permanent easement, it will be necessary for the property owner to rework the irrigation system to include the new shrubs. This is a separate item as compared to the irrigation acquired which was a part of the earlier cost approach. Therefore an allowance of $1,000 has been provided to alter the irrigation equipment and lines after the project is complete.

ADDENDA

QUALIFICATIONS OF THE APPRAISER

ERIC A. TROTZ, MAI, AI-GRS, GAA

BUSINESS

President - Trotz Real Estate Services, Inc., Memphis, Shelby County, Tennessee.

Since 1984 - Engaged in the sales and leasing of residential, commercial and industrial properties.

Since 1990 - Engaged in the appraisal and consulting of the following types of property: commercial, industrial, office, retail, residential, multifamily, special purpose and vacant land.

EDUCATION

College:

University of Tennessee, Knoxville - Bachelor of Science in Business Administration Degree

Professional Courses Completed:

Principles of Real Estate, Memphis State University; Office Brokerage and Management, Memphis State University; Basic Construction and Design Course, Memphis State University; Course 1A1/8-1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers; Course 8-2 Residential Valuation, American Institute of Real Estate Appraisers; Course 1A2, Basic Valuation Procedures, Appraisal Institute; Course SPP, Standards of Professional Practice Part A and B, Appraisal Institute; Course SPP-430, Standards of Professional Practice, Part C, Appraisal Institute; Course 1BA, Capitalization Theory & Techniques, Part A, Appraisal Institute; Course 1BB, Capitalization Theory & Techniques, Part B, Appraisal Institute; Course 540, Report Writing and Valuation Analysis, Appraisal Institute; Course 550, Advanced Applications (Case Studies), Appraisal Institute; Course Comprehensive Appraisal Workshop, The Comprehensive Appraisal Workshop/Ted Whitmer, Review Theory - General

Seminars for Continuing Education Credit:

Accrued Depreciation; Appraisal Regulations of the Federal Banking Agencies; Appraisal Reporting of Complex Residential Properties; Understanding Limited Appraisals and Reporting Options; The High Tech Appraisal Office; Litigation Skills for the Appraiser; Appraisal Office Management, FHA and the Appraisal Process; Fundamentals of Relocation Appraising; Analyzing Commercial Lease Clauses; Evaluating Commercial Construction; Evaluating Residential Construction; Analyzing Operating Expenses; Appraisal Consulting; New Technology for Real Estate Appraisers; Professionals Guide to the URAR; Real Estate Investment and Development - A Valuation Viewpoint; Forecasting Revenue; Eminent Domain and Condemnation; National Association of Realtors Quadrennial Ethics Training; REO Appraisal: Appraisal of Residential Property for Foreclosure and Pre-Foreclosure; The New Residential Market Conditions Form; Real Estate Appraisal Operations; Appraisal Curriculum Overview (2-Day General); The Discounted Cash Flow Model; Mortgage Fraud and the TN Real Estate Appraiser Commission; Using Spreadsheet Programs in Real Estate Appraisals: The Basics; Data Verification Methods; Litigation Appraising for Residential Appraisers; Complex Litigation Appraisal Case Studies; Marketability Studies: Advanced Considerations & Applications; Cool Tools: New Technology for Real Estate Appraisers; The Appraiser as an Expert Witness: Preparation & Testimony; Thinking Outside the Form; Compliance, Completeness & Competency; Advanced Land Valuation; Case Studies in Complex Valuation; IRWA Land Acquisition and Relocation Workshop; National USPAP Update 2020-2021; Appraising Convenience Stores; Complex Litigation Case Studies; Pipeline and Corridor Easements; Six Recent Appraiser Lawsuits & Lessons from Each; Inconsistency: It's Hiding in Plain Sight in Your Appraisal; National USPAP Update 2022; Business Practices and Ethics; Data Verification Methods; The Tough Ones: An Income Capitalization & Sales Comparison Approach to Mixed-Use Properties; National USPAP Update 2024-2025

PROFESSIONAL AFFILIATIONS

National Association of REALTORS; Tennessee REALTORS; Memphis Area Association of REALTORS; NAREB

Appraisal Institute - Designated MAI Member; Designated AI-GRS Member

National Association of REALTORS – Designated GAA General Accredited Appraiser

TYPICAL APPRAISAL CLIENTS

Banks:

First Tennessee National Bank
SunTrust Bank
Tennessee Bank and Trust
Bank of America
BancorpSouth
Cadence Bank
Bank of Bartlett
INSOUTH Bank
American Savings Bank
Regions Bank

Mortgage Bankers:

H & R Block Mortgage Company
Atlantic Mortgage Company
CitiMortgage, Inc.
Option One Lending
First Trust Mortgage
Financial Federal Mortgage Co.
Sebring Capital Corporation
GE Capital Asset Management
Huntington Mortgage Company

Employee Transfer Companies:

Cartus Corporation
Schering-Plough Corporation
Graebel Relocation Services
Weichert Relocation Company
National Medical Resources
Royal LePage Relocation Services
Burgdorff Realtors
Corporate Relocation International
Crown Relocations
Newell Rubbermaid
Roadway Express, Inc.
Aluminum Corp. of America (Alcoa)
U.S. Relocation Co.

Municipalities and Governmental Authorities:

County of Shelby, Tennessee
City of Memphis, Tennessee
Town of Arlington, Tennessee
Town of Collierville, Tennessee
Veterans Administration (VA)
Shelby County Schools
Memphis City Schools
Memphis Area Transit Authority (MATA)
Tennessee Valley Authority (TVA)
TN Department of Transportation (TDOT)
Downtown Memphis Commission
City of Lakeland, Tennessee
City of Covington, Tennessee
Covington, TN Municipal Airport
City of Germantown, Tennessee
City of Millington, TN
Memphis Light, Gas & Water Division (MLG&W)
Tennessee Department of Finance and Administration
Federal Housing Administration (FHA)
Memphis-Shelby County Airport Authority (MSCAA)
Memphis Housing Authority (MHA)
Memphis Center City Revenue Finance Corporation
Memphis & Shelby County Community Redevelopment Agency

Multi-Family:

KEB NY Financial Corporation
Wachovia
Federal Home Loan Mortgage Corp.

Manufacturing/Industrial:

Delta Foremost Chemical Corp.
Aluma-Form, Incorporated
Sodexho Management Services
Delta-Detroit Diesel Allison
Hershey Foods
Cargill, Inc.

Special Case Studies:

Ray-O-Vac Corporation; Chicago Title Insurance Company; GTE Mobilnet/Contel Cellular, Inc.; Baptist Memorial Health Care System; Perkins Interstate Company; Mid-America Pipeline Company (MAPCO); PriceWaterhouseCoopers

Miscellaneous:

University of Tennessee; Lawyers Title Insurance Corporation; First American Title Insurance Company; BNSF Railway Corporation; ALSAC/St. Jude Children's Research Hospital; Catholic Diocese of Memphis; Westinghouse Credit Corporation; National Realty Advisors, Inc.; Methodist Health Systems, Inc.; St. Francis Hospital; TransCanada Pipeline Limited/ANR Pipeline; Downtown Memphis Commission; Numerous Attorneys and Individuals

COURT TESTIMONY

Shelby County Circuit Court
Shelby County Probate Court
Shelby County Criminal Court
Town of Collierville Municipal Court
Davidson County, TN Chancery Court
United States Federal Court
United States Bankruptcy Court

OFFICES HELD AND COMMITTEE ACTIVITY

Chairman - Memphis Area Association of REALTORS Grievance Committee (2022)

Director - Memphis Area Association of REALTORS (2019-2020)

Secretary/Treasurer - Memphis Area Association of REALTORS (2020)

Chairman - Memphis Area Association of REALTORS Budget and Finance Committee (2020)

Director - Tennessee REALTORS (2019-2020)

Member - Real Property Valuation Committee, National Association of REALTORS (2020-2023)

President - Memphis Chapter of the Appraisal Institute (2012 and 2006)

Vice President - Memphis Chapter of the Appraisal Institute (2011 and 2005)

Secretary/Treasurer - Memphis Chapter of the Appraisal Institute (2004, 2003 and 2002)

Memphis Chapter of the Appraisal Institute - Education Director; Membership Admission, Development and Retention Chair; Membership Guidance Chair; Financial Committee Chair; Board of Director Member

Tennessee Chapter of the Appraisal Institute – Memphis Branch Chapter Advisory Board Director

Committee Member - Memphis Area Association of REALTORS – Professional Development, Professional Standards, Grievance, Governing Documents, Intax, Nominating

Committee Member – Tennessee REALTORS – Professional Standards

OTHER

Memphis Area Association of REALTORS 2023 REALTOR of the Year

Life Member - MAAR Multi Million Dollar Club

Leadership Development and Advisory Council LDAC - Washington, DC - Advisor to National Leadership of Appraisal Institute and lobbied to U. S. Congressional Staff on behalf of Appraisal Institute

Leadership MAAR (2020)

REALTOR Day on the Hill - Nashville, TN - Tennessee REALTORS

D.C. Day on the Hill - Washington, D.C. - National Association of REALTORS

Appraisal Institute, Region IX - Nominating Committee

Recipient of William S. King Scholarship (Memphis Chapter of the Appraisal Institute)

STATE LICENSES

Tennessee State Certified General Real Estate Appraiser - CG-1174

Tennessee Real Estate Commission, Real Estate Broker, License No. 00215814

Tennessee Registered Agent - No. 391

13457267

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
ERIC A TROTZ

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 1174
LIC STATUS: ACTIVE
EXPIRATION DATE: August 03, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

TROTZ
REAL ESTATE SERVICES, INC.
Appraisals, Brokerage & Consulting

December 7, 2023

VIA CERTIFIED U. S. MAIL, RETURN RECEIPT REQUESTED

CB Associates, LLC
400 Mall Boulevard
Suite M
Savannah, GA 31406-4820

RE: City of Lakeland Oliver Creek Sanitary Sewer Interceptor Project; Property of CB Associates, LLC, 9050 U. S. Highway 64, Lakeland, Shelby County, TN 38002; Tract No. 1; Tax ID L0159 00408

Dear CB Associates, LLC,

I have been retained by the City of Lakeland to appraise the above property. I am currently working on this assignment and anticipate making a site visit to the property in approximately one week to ten days.

If you have any information at this time that might be helpful to me, please let me know at your earliest convenience. This would include, but not be limited to, such items as current or past listings of your property, current or past offers on your property, ground leases and amendments, survey, legal description, plat, site plan, list and age of improvements on your property, comparable sales data, neighborhood information, or any information you feel impacts the overall value, etc.

This letter is also to provide you, or your designated representative, the opportunity to accompany me during my site visit to your property. Should you wish to accompany me or meet with me during the appraisal process, please do not hesitate to contact me at once. I may be reached at 901-683-7373 ext. 101 (o), 901-277-7373 (c) or etrotz@trotzrealestate.com. Thank you very much for your time and attention to this matter.

Very truly yours,

TROTZ REAL ESTATE SERVICES, INC.

Eric Trotz

Eric A. Trotz, MAI, AI-GRS, GAA
Designated Member of the Appraisal Institute
TN State Certified General Real Estate Appraiser - CG-1174

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CB Associates, LLC
400 Mall Boulevard
Suite M
Savannah, GA 31406-4830

9590 9402 3624 7305 1593 20

2. Article Number *(Transfer from service label)*

7018 3090 0001 5020 0161

PS Form **3811**, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Lise Chappell ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Lisa Chappell

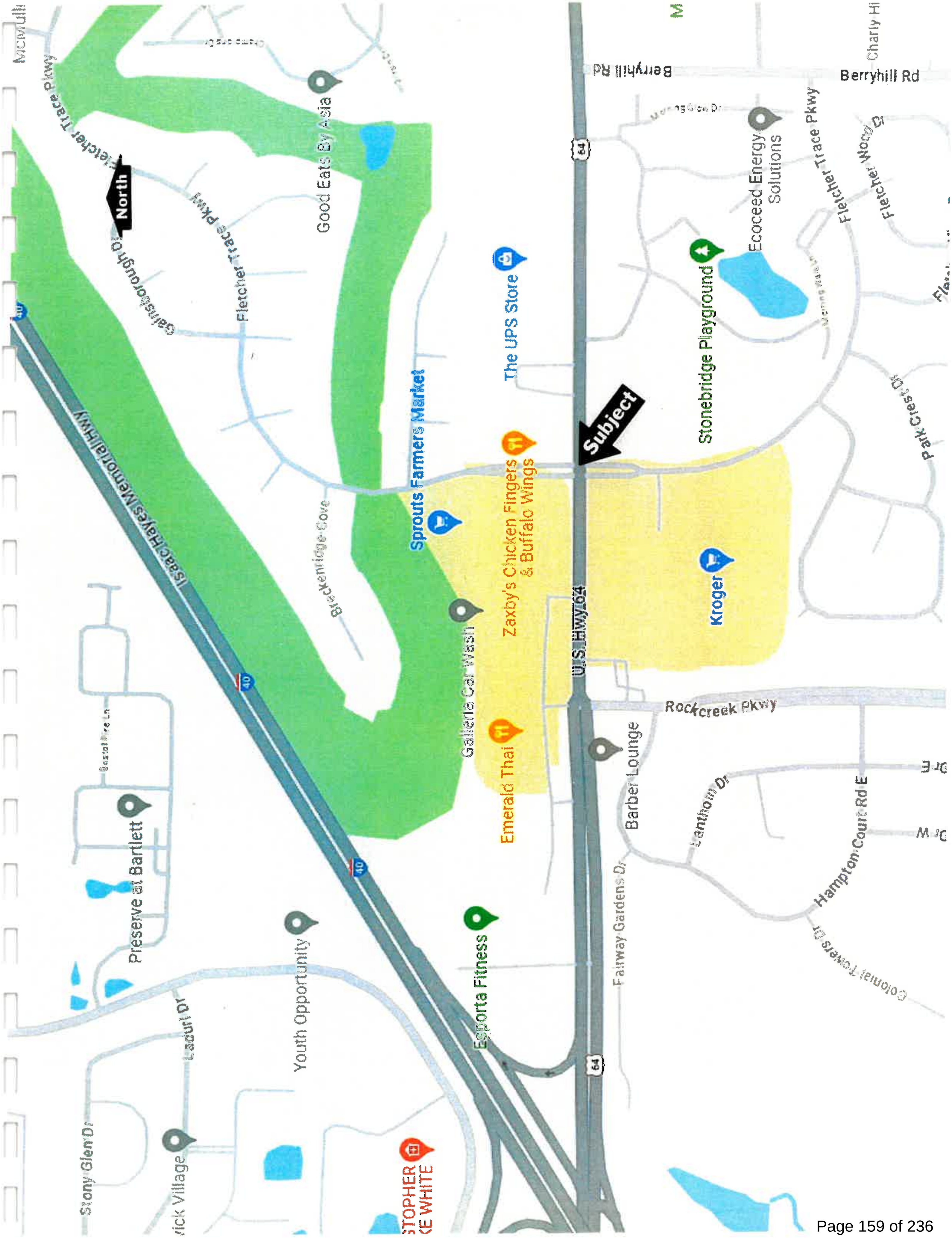
C. Date of Delivery 12-14-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

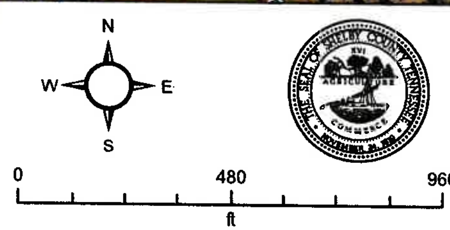
Domestic Return Receipt


North
Subject
U.S. Hwy 64
Isaac Hayes Memorial Hwy
Fletcher Trace Pkwy
Gainsborough Dr
Breckenridge Cove
Good Eats By Asia
The UPS Store
Sprouts Farmers Market
Zaxby's Chicken Fingers & Buffalo Wings
Galleria Car Wash
Emerald Thai
Esporta Fitness
Youth Opportunity
Preserve at Bartlett
Stony Glen Dr
Ladurt Dr
Berryhill Rd
Ecoceed Energy Solutions
Stonebridge Playground
Fletcher Wood Dr
Park Crest Dr
Kroger
Rockcreek Pkwy
Barber Lounge
Lanthorn Dr
Hampton Court Rd E
Fairway Gardens Dr
Colonial Towers Dr

MELVIN BURGESS, ASSESSOR
SHELBY COUNTY, TENNESSEE

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

MAP DATE: January 28, 2024



er/ve/vemap.aspx?p=HIj8WuMSXDah1N3YvS*WyKrvokTPxB8ZUr16Jx0sBQs_

P O W E R   T O O L S   F O R   P R O P E R T Y   R E C O R D S℠

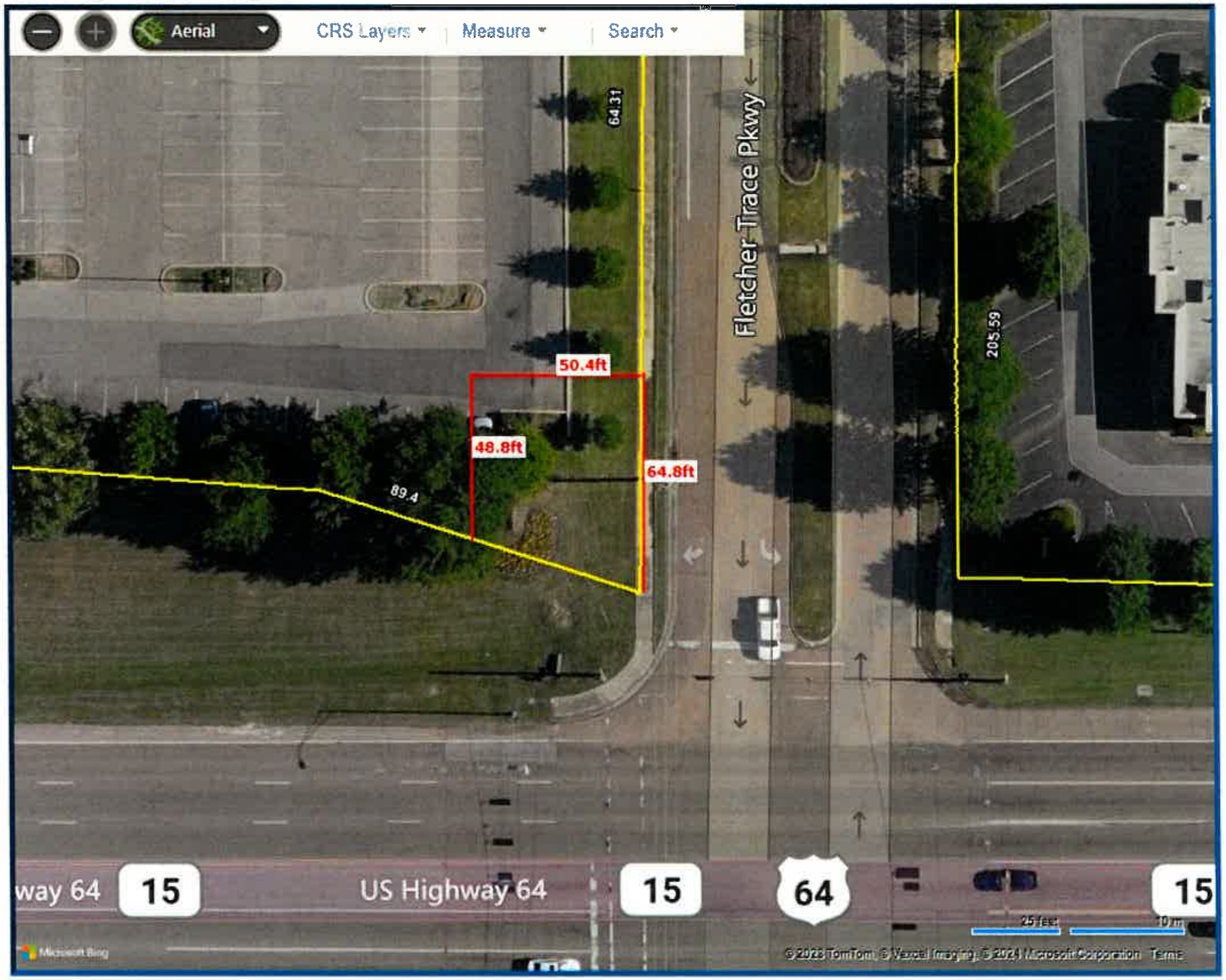
CRS PowerTool Appraiser

HOME | SEARCH | EVALUATE | REPORT

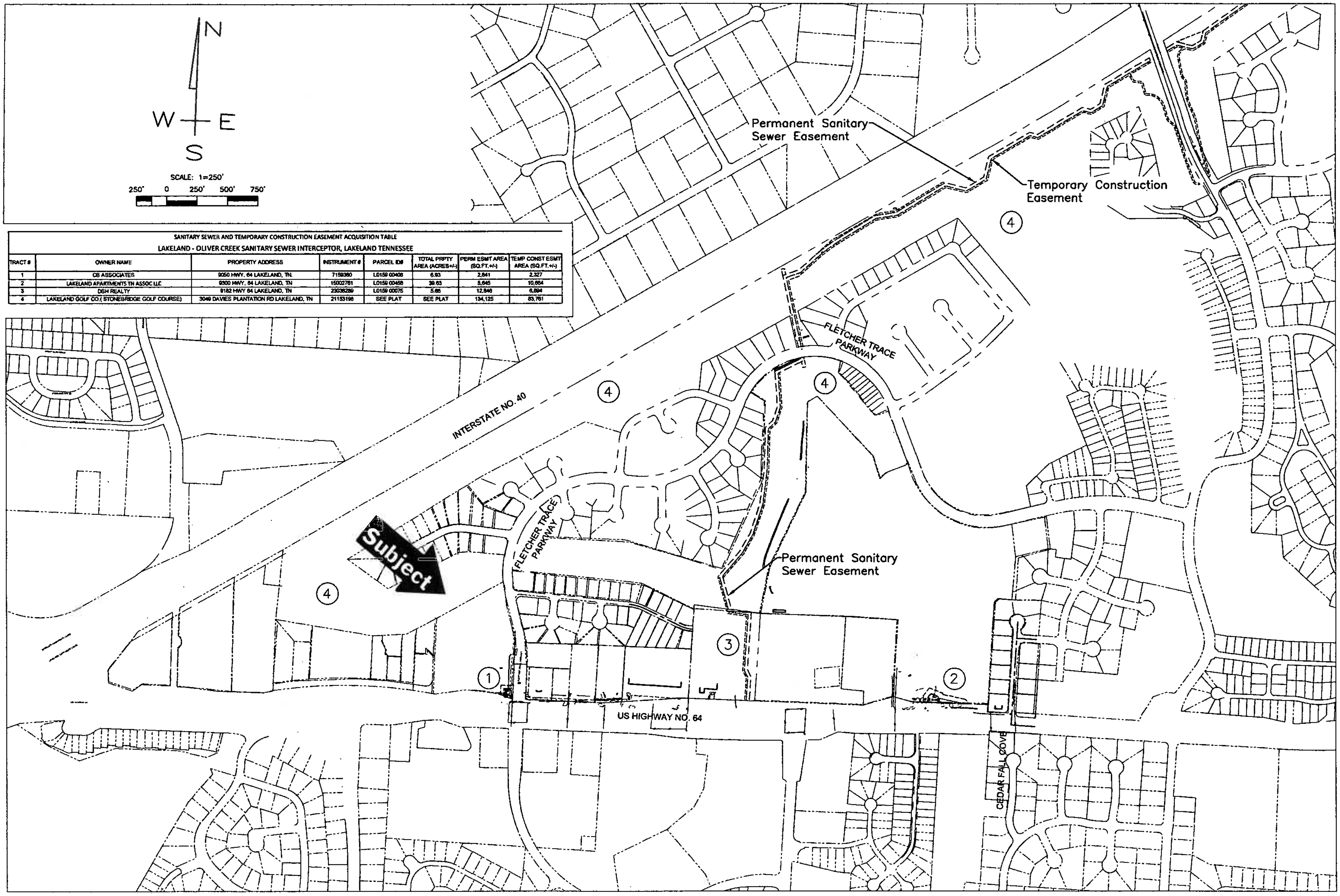
Property Report | Comparables | Maps | Subdivision Info | Area Info

Print | Email | Save | Copy

Need Help



Map For Parcel Address: 9300 Highway 64 TN 38002. Parcel ID: L0159 00458



SANITARY SEWER AND TEMPORARY CONSTRUCTION EASEMENT ACQUISITION TABLE

LAKELAND - OLIVER CREEK SANITARY SEWER INTERCEPTOR, LAKELAND TENNESSEE

TRACT #	OWNER NAME	PROPERTY ADDRESS	INSTRUMENT #	PARCEL ID#	TOTAL PRPTY AREA (ACRES+/-)	PERM ESMT AREA (SQ.FT.+/-)	TEMP CONST ESMT AREA (SQ.FT.+/-)
1	CB ASSOCIATES	9050 HWY. 64 LAKELAND, TN.	7159360	L0159 00408	6.93	2,841	2,327
2	LAKELAND APARTMENTS TN ASSOC LLC	9300 HWY. 64 LAKELAND, TN	15002761	L0159 00458	39.63	5,645	10,664
3	DSH REALTY	9182 HWY 64 LAKELAND, TN	23036289	L0159 00075	5.66	12,846	6,894
4	LAKELAND GOLF CO.(STONEBRIDGE GOLF COURSE)	3049 DAVIES PLANTATION RD LAKELAND, TN	21153198	SEE PLAT	SEE PLAT	134,125	83,761

Larger parcel – looking northeast from southwest corner

Larger parcel – looking southeast from northwest corner

Larger parcel – looking southwest from northeast corner

Larger parcel – looking northwest from southeast corner

Permanent sewer easement area – looking northwest

Permanent sewer easement area – looking southwest

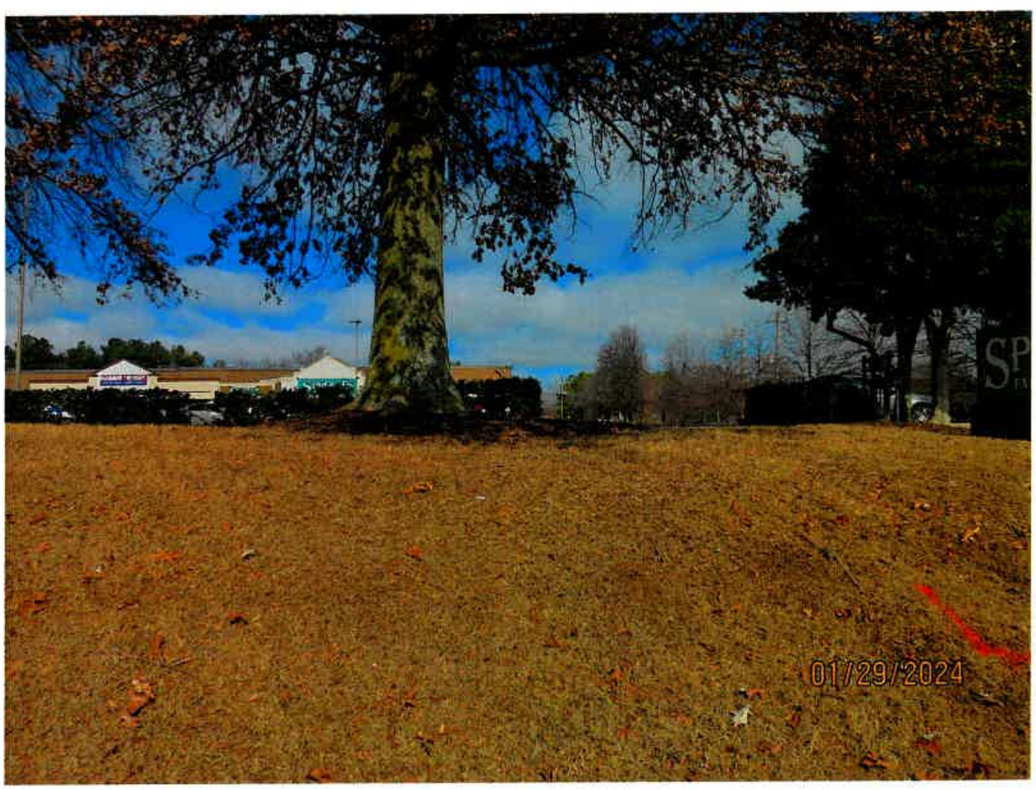
Permanent sewer easement area – looking southeast

Permanent sewer easement area – looking northeast

Temporary construction easement area –
looking west from Fletcher Trace Parkway

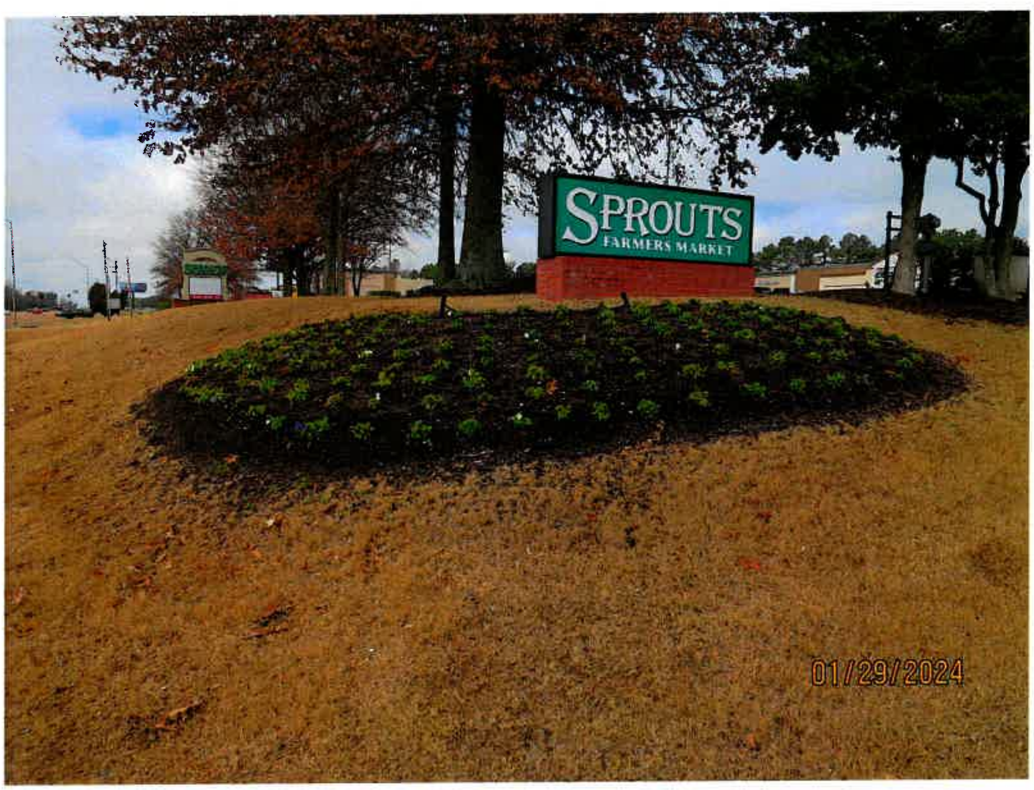
Temporary construction easement area – looking west from retaining wall

Temporary construction easement area – looking south from north line



Temporary construction easement area – looking north from south line

Improvement No. 1 – landscaping bed



Improvement No. 1 – landscaping bed

Improvement No. 1 – landscaping – trees

Improvement No. 1 – landscaping – shrubs

Improvement No. 1 – landscaping – sod

Improvement No. 1 – landscaping – tree in permanent sewer easement area

Improvement No. 2 – tall retaining wall

Improvement No. 2 – short retaining wall

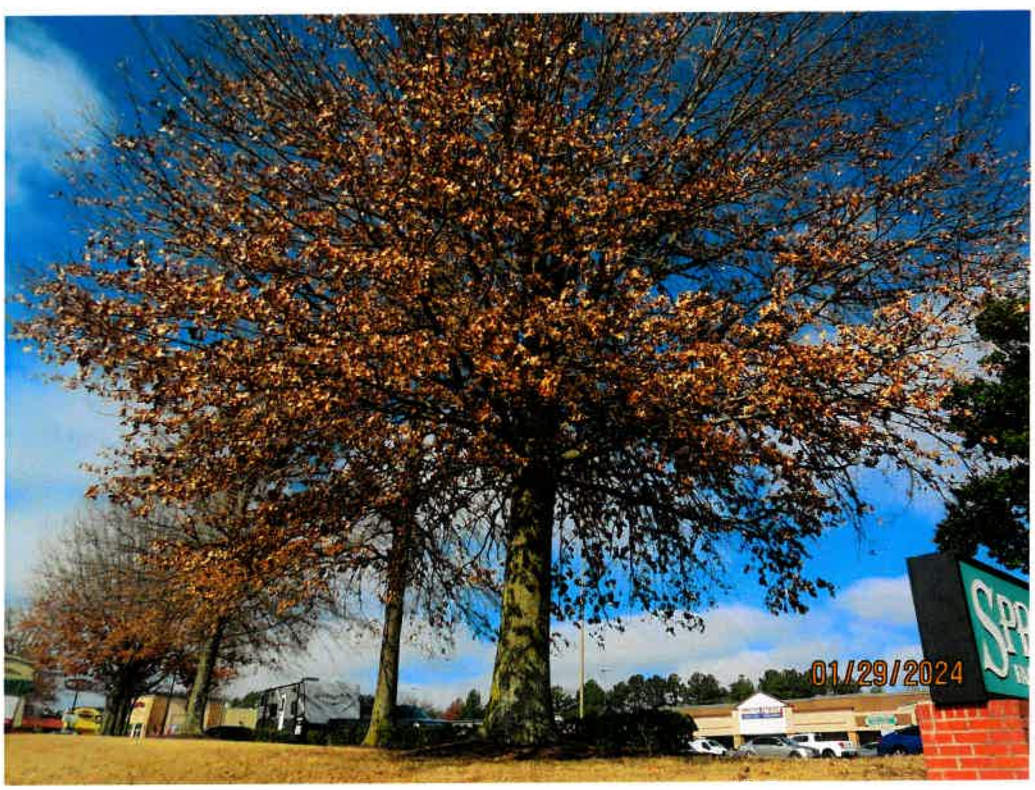
Improvement No. 3 – poured concrete curbing

Improvement No. 4 – paved asphalt and lost parking spot

Sign in permanent sewer easement area – to be relocated by contractor – excluded from valuation

Electrical equipment for sign – to be relocated by contractor – excluded from valuation

Older concrete sign base in permanent sewer easement area

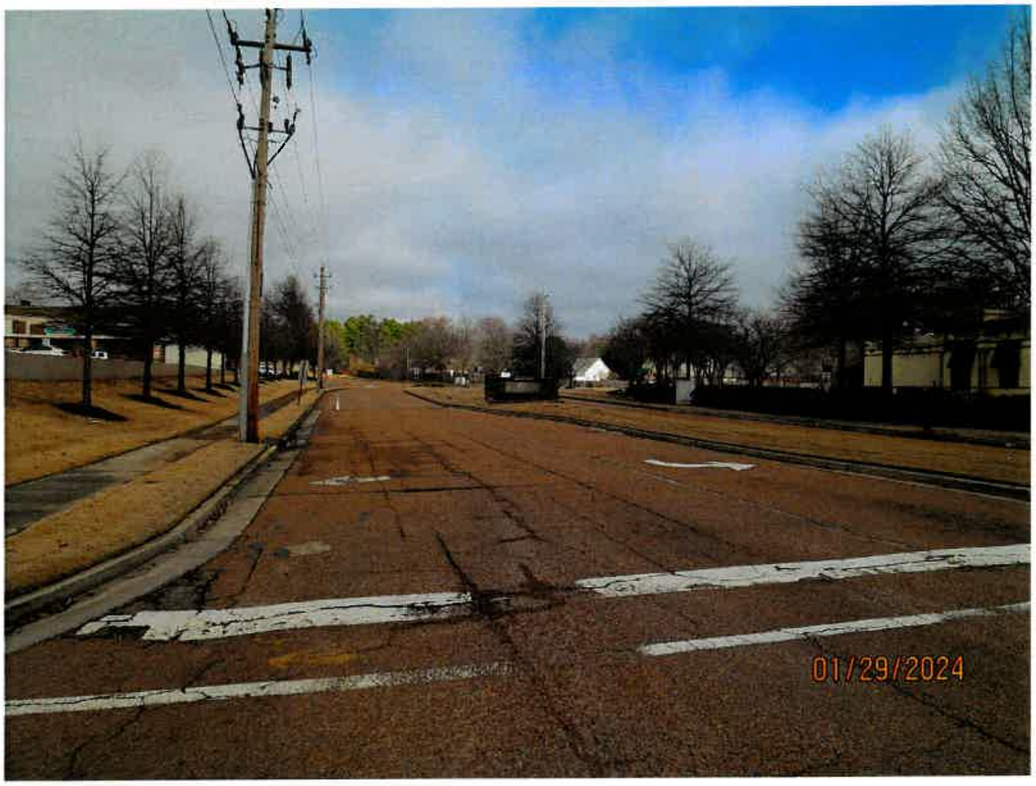


Landscaping in temporary construction easement area – to be protected during construction

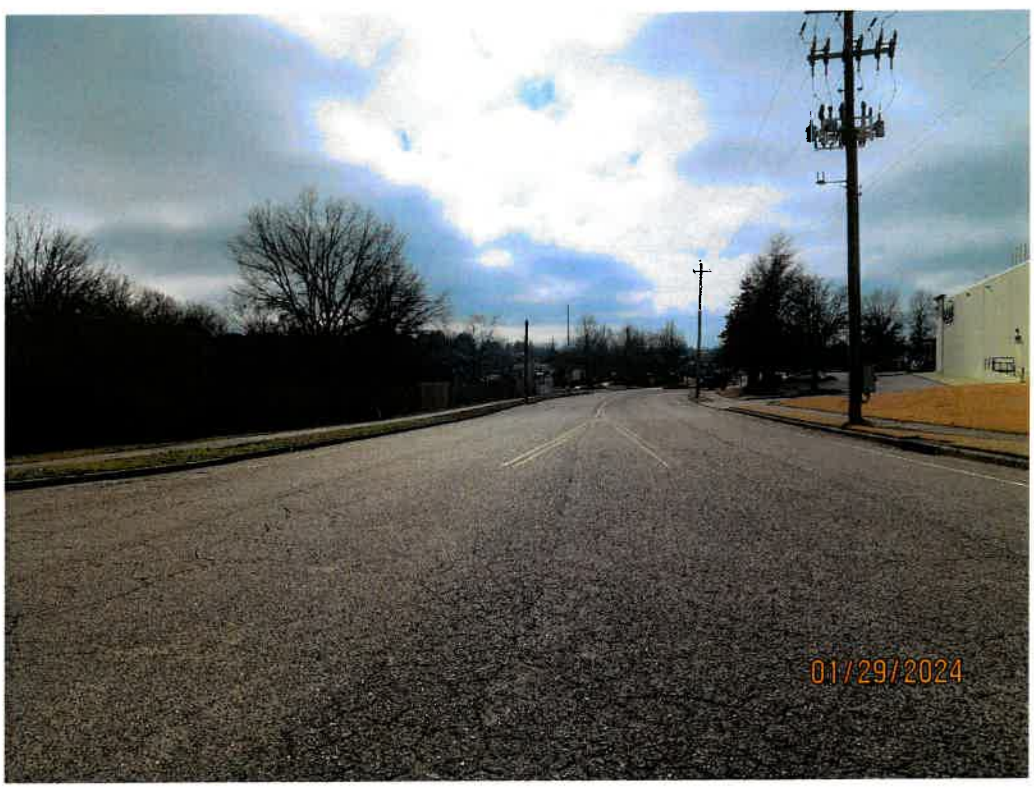
Landscaping, asphalt and curbing in temporary construction easement area –
to be protected during construction

Typical street scene – looking east along Highway 64 – subject property on left

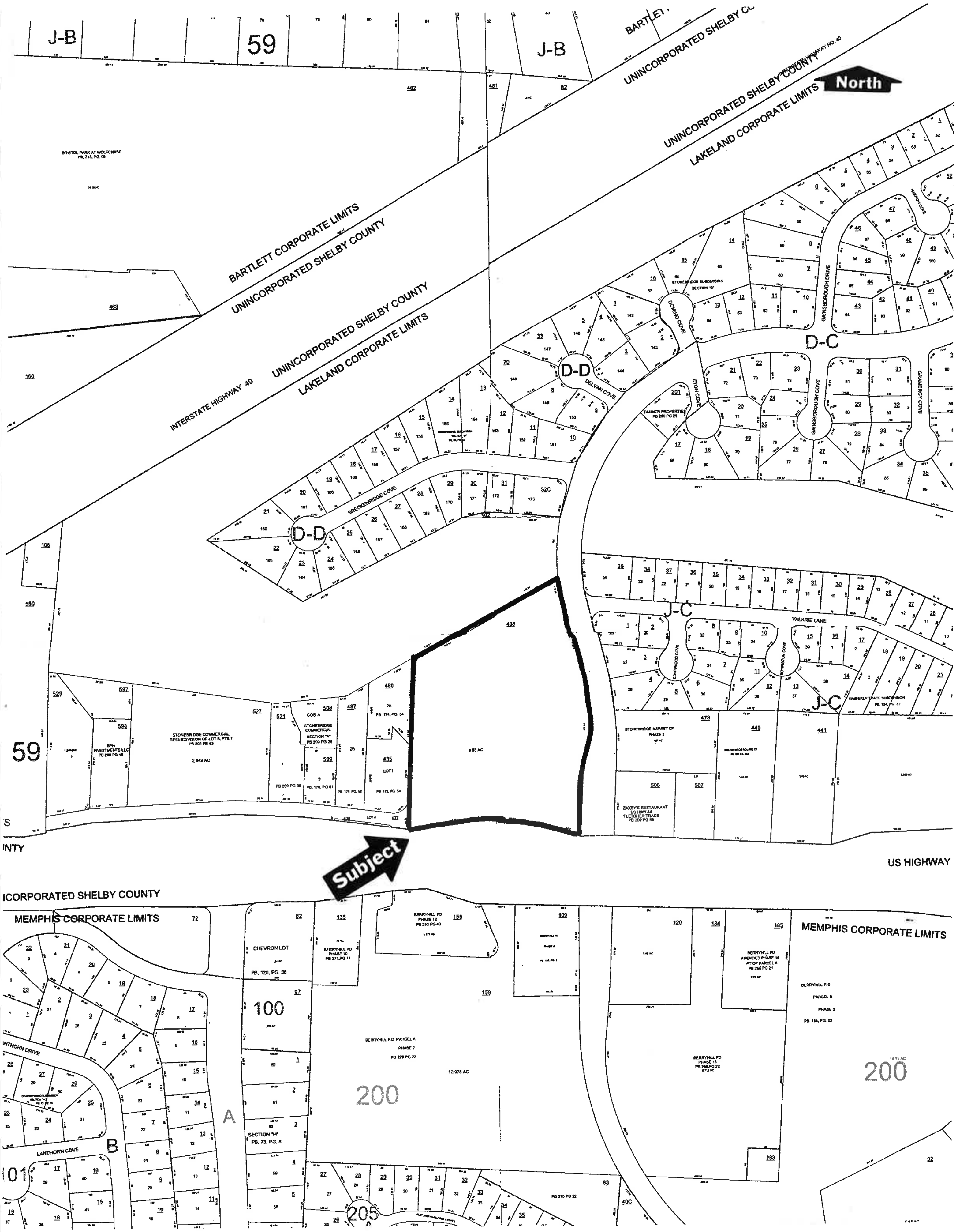
Typical street scene – looking west along Highway 64 – subject property on right



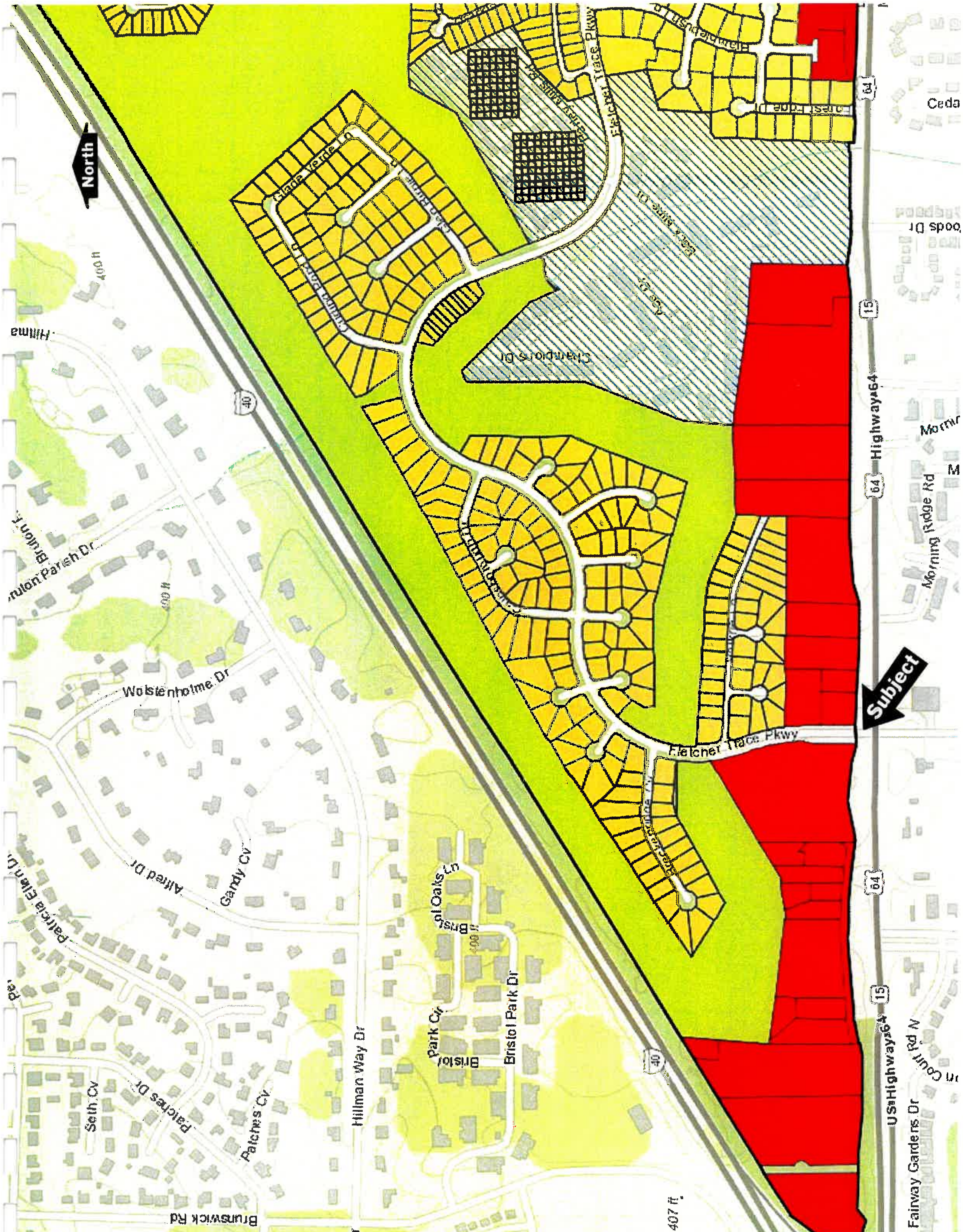
Typical street scene – looking north along Fletcher Trace Parkway – subject property on left



Typical street scene – looking south along Fletcher Trace Parkway – subject property on right



North
Subject
J-B
59
BARTLETT CORPORATE LIMITS
UNINCORPORATED SHELBY COUNTY
INTERSTATE HIGHWAY 40
LAKELAND CORPORATE LIMITS
BRISTOL PARK AT WOLFCHASE
D-C
D-D
J-C
GAINSBOROUGH DRIVE
GAINSBOROUGH COVE
GRAMERCY COVE
DOMINO COVE
DELVAN COVE
ETON COVE
BRECKENRIDGE COVE
VALKRIE LANE
DANNER PROPERTIES PB 290 PG 25
STONEBRIDGE COMMERCIAL RESUBDIVISION OF LOT 6, PT6,7 PB 291 PG 53
BPH INVESTMENTS LLC
STONEBRIDGE MARKET CP PHASE 2
ZAXBY'S RESTAURANT US HWY 64 FLETCHER TRACE PB 209 PG 58
KIMBERLY TRACE SUBDIVISION
US HIGHWAY
UNINCORPORATED SHELBY COUNTY
MEMPHIS CORPORATE LIMITS
CHEVRON LOT
PB. 120, PG. 38
100
BERRYHILL P.D PARCEL A PHASE 2
BERRYHILL PD PHASE 15
BERRYHILL P.D. PARCEL B PHASE 2
200
A
B
LANTHORN DRIVE
LANTHORN COVE
SECTION "H" PB. 73, PG. 8
205

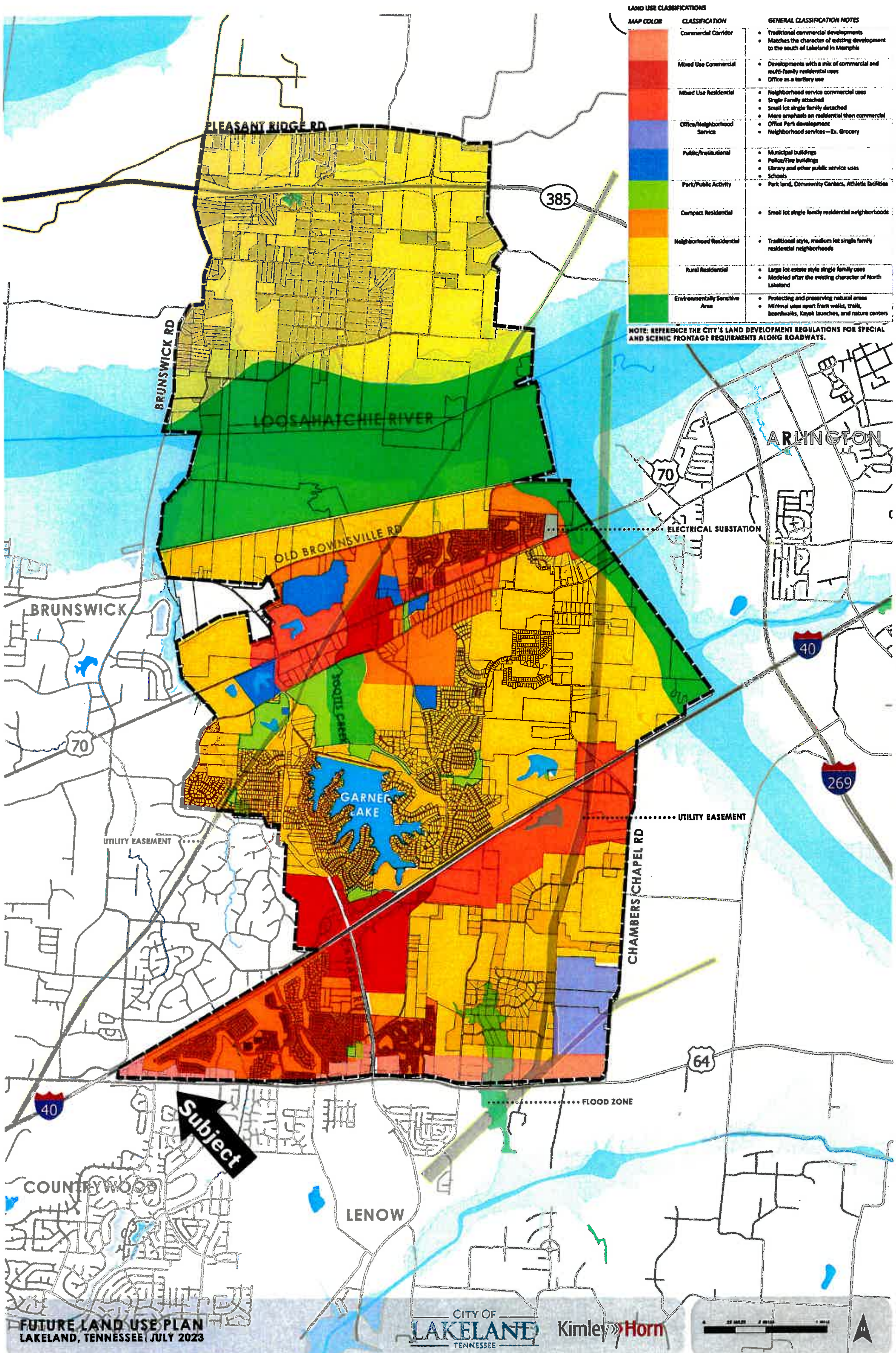

North
Subject
Fletcher Trace Pkwy
Highway 64
US Highway 64
64
15
40
Wolstenholme Dr
Hillman Way Dr
Bristol Park Dr
Park Cv
Bristol Oaks Ln
Brunswick Rd
Patches Cv
Seth Cv
Gandy Cv
Alfred Dr
Fairway Gardens Dr
Morning Ridge Rd
Court Rd N
400 ft
407 ft

Land Use - Proposed Land Use

- Employment Center
- Ex-Urban Neighborhood
- Existing Public Parks
- Light Industrial
- Mixed Use Center
- Open Space
- Residential Support Center
- Rural
- Suburban Neighborhood

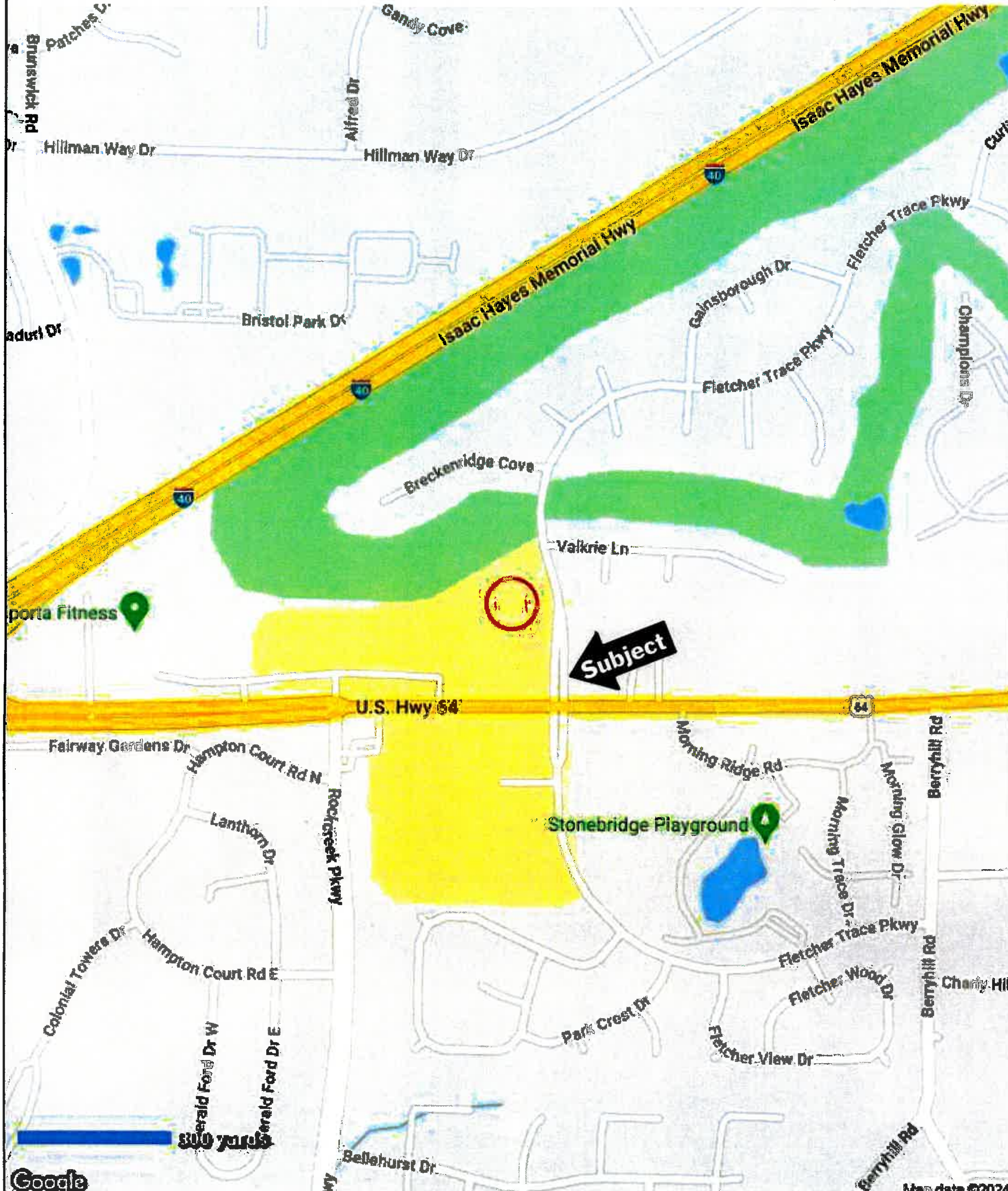
Zoning District

- AG: Agriculture
- C-1: Neighborhood Business
- C-2: General Business
- R-1: Low Density Residential
- R-1 (PRD): Planned Low Density Residential
- R-2: Medium Density Residential
- R-2A: Alternate Medium Density Residential
- R-2 (PRD): Planned Medium Density Residential
- R-3: Suburban Cottage
- RE: Exurban
- E-R: Estate Residential
- M-R: Multiple Family Dwelling
- OS-2: General Open Space
- OS-5: Conservation Area
- P: Institutional
- I-L: Light Industrial


LAND USE CLASSIFICATIONS
MAP COLOR
CLASSIFICATION
GENERAL CLASSIFICATION NOTES
Commercial Corridor
• Traditional commercial developments
• Matches the character of existing development to the south of Lakeland in Memphis
Mixed Use Commercial
• Developments with a mix of commercial and multi-family residential uses
• Office as a tertiary use
Mixed Use Residential
• Neighborhood service commercial uses
• Single Family attached
• Small lot single family detached
• More emphasis on residential than commercial
Office/Neighborhood Service
• Office Park development
• Neighborhood services—Ex. Grocery
Public/Institutional
• Municipal buildings
• Police/Fire buildings
• Library and other public service uses
• Schools
Park/Public Activity
• Park land, Community Centers, Athletic facilities
Compact Residential
• Small lot single family residential neighborhoods
Neighborhood Residential
• Traditional style, medium lot single family residential neighborhoods
Rural Residential
• Large lot estate style single family uses
• Modeled after the existing character of North Lakeland
Environmentally Sensitive Area
• Protecting and preserving natural areas
• Minimal uses apart from walks, trails, boardwalks, Kayak launches, and nature centers
NOTE: REFERENCE THE CITY'S LAND DEVELOPMENT REGULATIONS FOR SPECIAL AND SCENIC FRONTAGE REQUIRMENTS ALONG ROADWAYS.
PLEASANT RIDGE RD
385
BRUNSWICK RD
LOOSAHATCHIE RIVER
ARLINGTON
70
ELECTRICAL SUBSTATION
OLD BROWNSVILLE RD
BRUNSWICK
40
70
GARNER LAKE
269
UTILITY EASEMENT
UTILITY EASEMENT
CHAMBERS CHAPEL RD
64
40
FLOOD ZONE
Subject
COUNTRYWOOD
LENOW
FUTURE LAND USE PLAN
LAKELAND, TENNESSEE | JULY 2023
CITY OF LAKELAND TENNESSEE
Kimley»Horn

InterFlood by a la mode

Prepared for: Trotz Real Estate Services, Inc.
9050 US Highway 64
Lakeland, TN 38002-9711



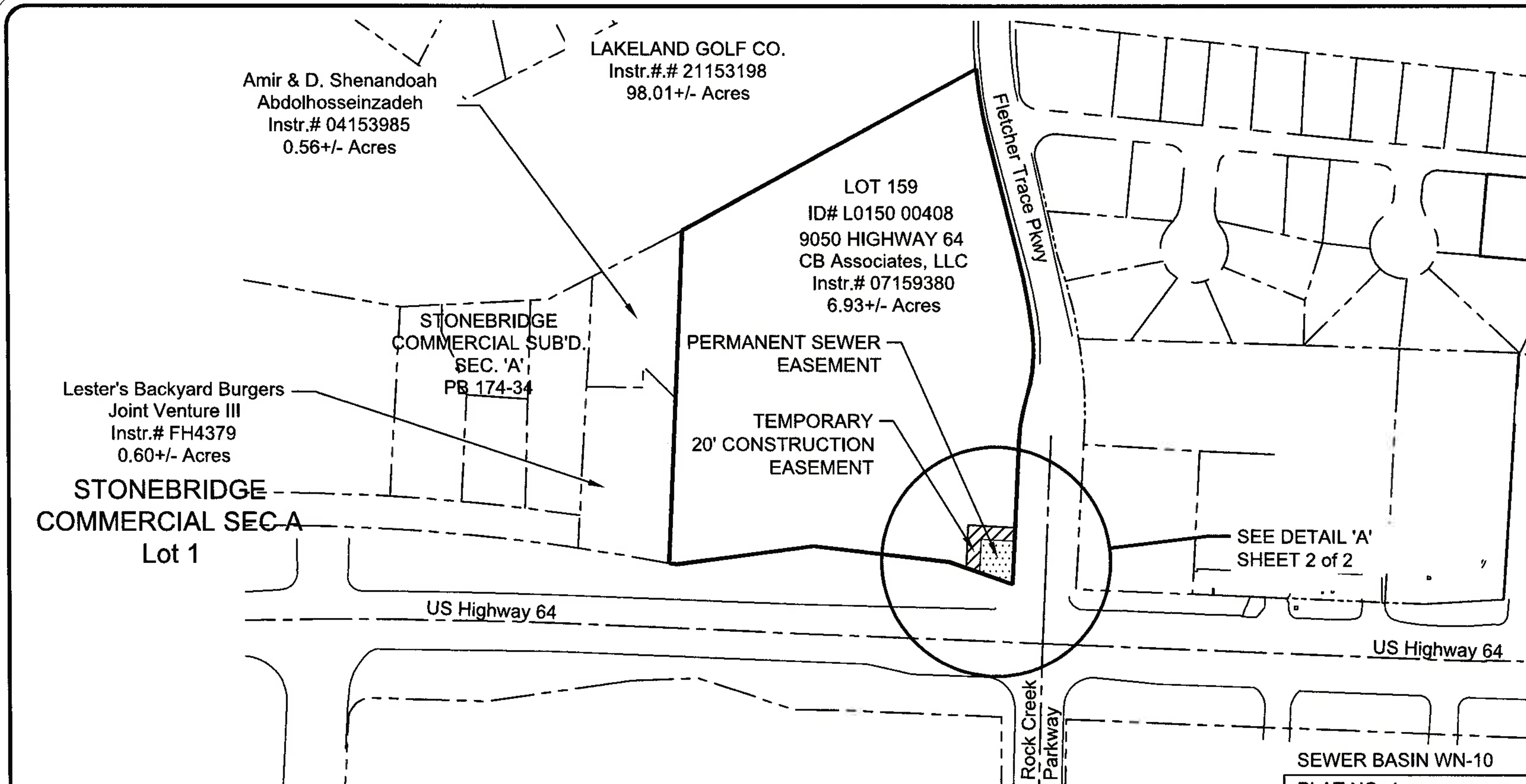
MAP DATA

FEMA Special Flood Hazard Area: No
Map Number: 47157C0310G
Zone: X
Map Date: February 06, 2013
FIPS: 47157

Powered by CoreLogic®

MAP LEGEND

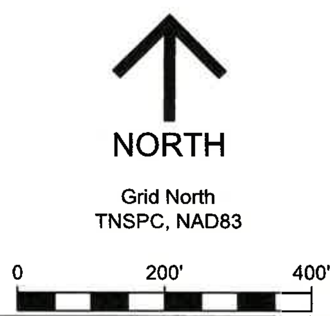
- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area



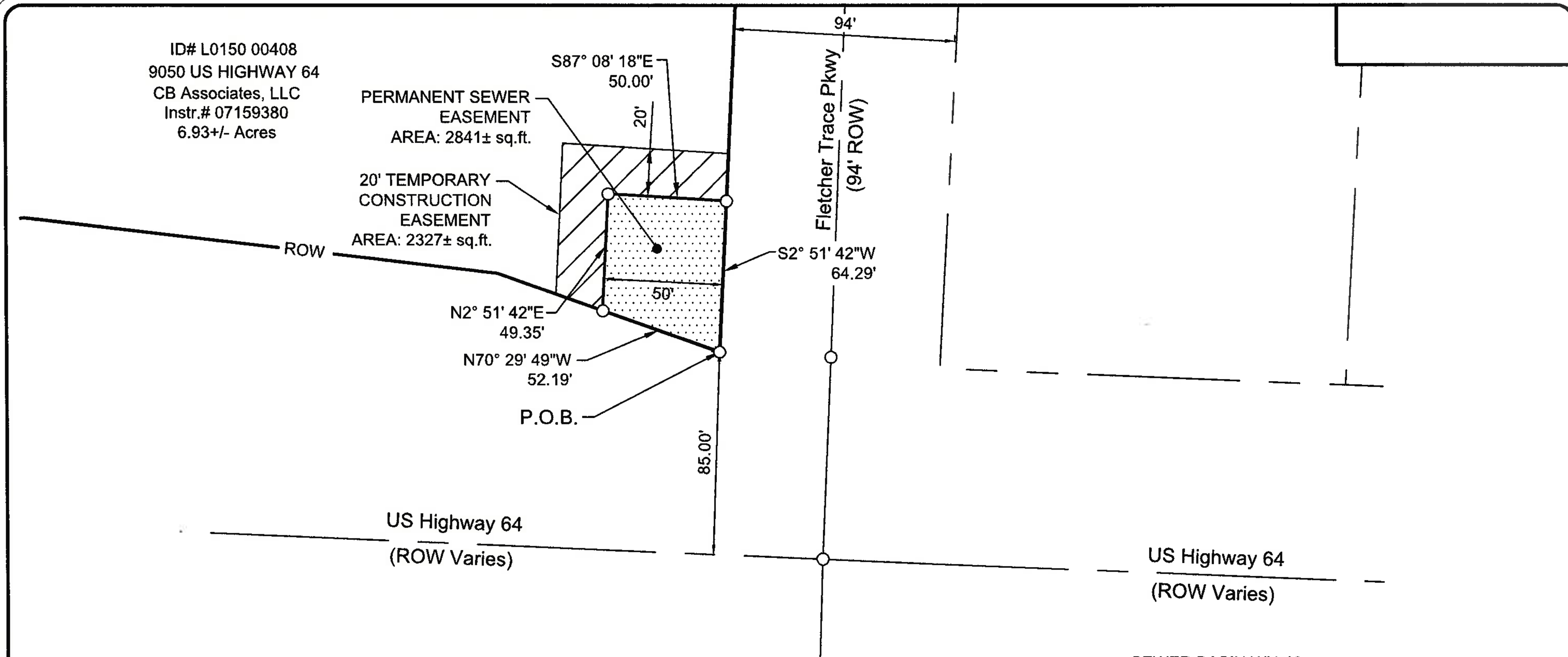
PROPERTY OF:
CB Associates LLC
per Instr.# 07159380
Area of Sanitary Sewer Easement
to be Acquired
TOTAL
AREA: 2841± Sq.Ft.

Area of Temporary Construction Easement
to be Acquired
TOTAL
AREA: 2327± Sq.Ft.

JAMES B. CAUGHMAN III
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 1818
10-24-2023



PLAT NO. 1		SHEET NO. 1 of 2
DIVISION OF ENGINEERING SANITARY SEWER EASEMENT ACQUISITION PLAT CB ASSOCIATES, LLC 9050 US HIGHWAY 64 per Instr. # 07159380 LAKELAND, TN		
SURVEY BY CAUGHMAN	DATE JUNE, 2022	BOOK
DRAFTSMAN CAUGHMAN	DATE JUNE, 2022	SCALE 1"=200'
REVIEWED BY CITY ENGINEER		
REVIEWED		DEPUTY CITY ENGINEER
REVIEWED		CITY ENGINEER



PROPERTY OF:
CB Associates LLC
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TOTAL
AREA: 2841± Sq.Ft.

Area of Temporary Construction Easement to be Acquired
TOTAL
AREA: 2327± Sq.Ft.

JAMES B. CAUGHMAN III
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 1818
10-24-2023

SEWER BASIN WN-10

PLAT NO. 1		SHEET NO. 2 of 2
DIVISION OF ENGINEERING SANITARY SEWER EASEMENT ACQUISITION PLAT CB ASSOCIATES, LLC 9050 US HIGHWAY 64 per Instr. # 07159380 LAKELAND, TN		
SURVEY BY CAUGHMAN	DATE JUNE, 2022	BOOK
DRAFTSMAN CAUGHMAN	DATE JUNE, 2022	SCALE 1"=50'
REVIEWED BY CITY ENGINEER		
REVIEWED		DEPUTY CITY ENGINEER
REVIEWED		CITY ENGINEER

PLAT No.1
DESCRIPTION OF EASEMENT

CB Associates, LLC
ID# L0159 00408
Instrument #07159380

Being a 50.00' wide easement for sanitary sewer purposes over, upon and within a portion of the *CB Associates, LLC* property as recorded in Instrument #07159380 at the Shelby County Register's Office, City of Memphis, Shelby County, State of Tennessee, said easement being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the *CB Associates, LLC* property as recorded in Instrument #07159380 at the Shelby County Register's Office, City of Memphis, Shelby County, State of Tennessee, said corner being the intersection of the west right of way line of Fletcher Trace Parkway (94'ROW) with the north right of way line of US Highway 64 (85' north of the centerline); thence with a portion of the south line of said CB Associates, LLC property common with the north right of way line of said US Highway 64, North 70°29'49" West a distance of 52.19' to a point; thence departing from said south line with a line being 50.00' west of and parallel with said west right of way line of said Fletcher Trace Parkway, North 02°51'42" East a distance of 49.35' to a point; thence with a line perpendicular to said west right of way line, South 87°08'18" East a distance of 50.00' to the intersection with said west right of way line; thence with a portion of said west right of way line, South 02°51'42" West a distance of 64.29' to said **TRUE POINT OF BEGINNING**.

Said described 50.00' wide easement containing 2,841 square feet or 0.06 acres, more or less.

Included in the acquisition but excluded from the description above, a temporary construction easement(s) containing a total of 2,327 square feet as shown on the acquisition plat.

OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CONTRACT C - PUMPING STATIONS AND VORTEX FLOW INSERT TOWER

CITY OF LAKELAND, TENNESSEE
ENGINEERING DEPARTMENT

SEPTEMBER 30, 2022
A&H JOB #72237A

DRAWING INDEX

SITE

C/G1.0	OVERALL SITE PLAN

CIVIL

FLETCHER CREEK PUMPING STATION

C/C1.0	EXISTING CONDITIONS / DEMOLITION PLAN
C/C1.1	LAYOUT PLAN
C/C1.2	GRADING PLAN
C/C1.3	PLAN & PROFILE
C/C1.4	DETAILS
C/C1.5	DETAILS
C/C1.6	DETAILS
~~C/C1.7~~	~~TRAFFIC CONTROL PLAN~~
~~C/C1.8~~	~~TRAFFIC CONTROL DETAILS AND NOTES~~
~~C/C1.9~~	~~EROSION CONTROL PLAN - PHASE 1~~
~~C/C1.10~~	~~EROSION CONTROL PLAN - PHASE 2~~
~~C/C1.11~~	~~EROSION CONTROL DETAILS AND NOTES~~

FLETCHER TRACE PUMPING STATION

C/C2.0	EXISTING CONDITIONS / DEMOLITION PLAN
C/C2.1	LAYOUT PLAN
C/C2.2	GRADING PLAN
C/C2.3	PLAN & PROFILE
C/C2.4	DETAILS
C/C2.5	DETAILS
C/C2.6	DETAILS
~~C/C2.7~~	~~TRAFFIC CONTROL PLAN~~
~~C/C2.8~~	~~TRAFFIC CONTROL DETAILS AND NOTES~~
~~C/C2.9~~	~~EROSION CONTROL PLAN - PHASE 1~~
~~C/C2.10~~	~~EROSION CONTROL PLAN - PHASE 2~~
~~C/C2.11~~	~~EROSION CONTROL DETAILS AND NOTES~~

VORTEX FLOW INSERT TOWER

C/C3.0	EXISTING CONDITIONS / DEMOLITION PLAN
C/C3.1	LAYOUT PLAN
C/C3.2	GRADING PLAN
C/C3.3	PLAN & PROFILE
C/C3.4	DETAILS
C/C3.5	DETAILS
~~C/C3.6~~	~~EROSION CONTROL PLAN - PHASE 1~~
~~C/C3.7~~	~~EROSION CONTROL PLAN - PHASE 2~~
~~C/C3.8~~	~~EROSION CONTROL DETAILS AND NOTES~~

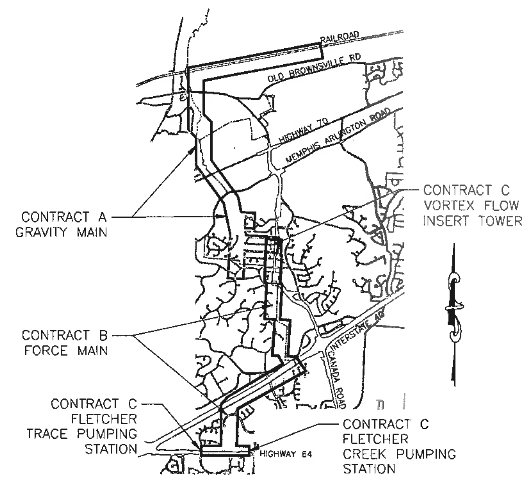
STRUCTURAL

S0.0	STRUCTURAL GENERAL NOTES
S1.0	SILO PLAN & DETAILS
S2.0	SECTIONS & DETAILS
S2.1	SECTIONS & DETAILS

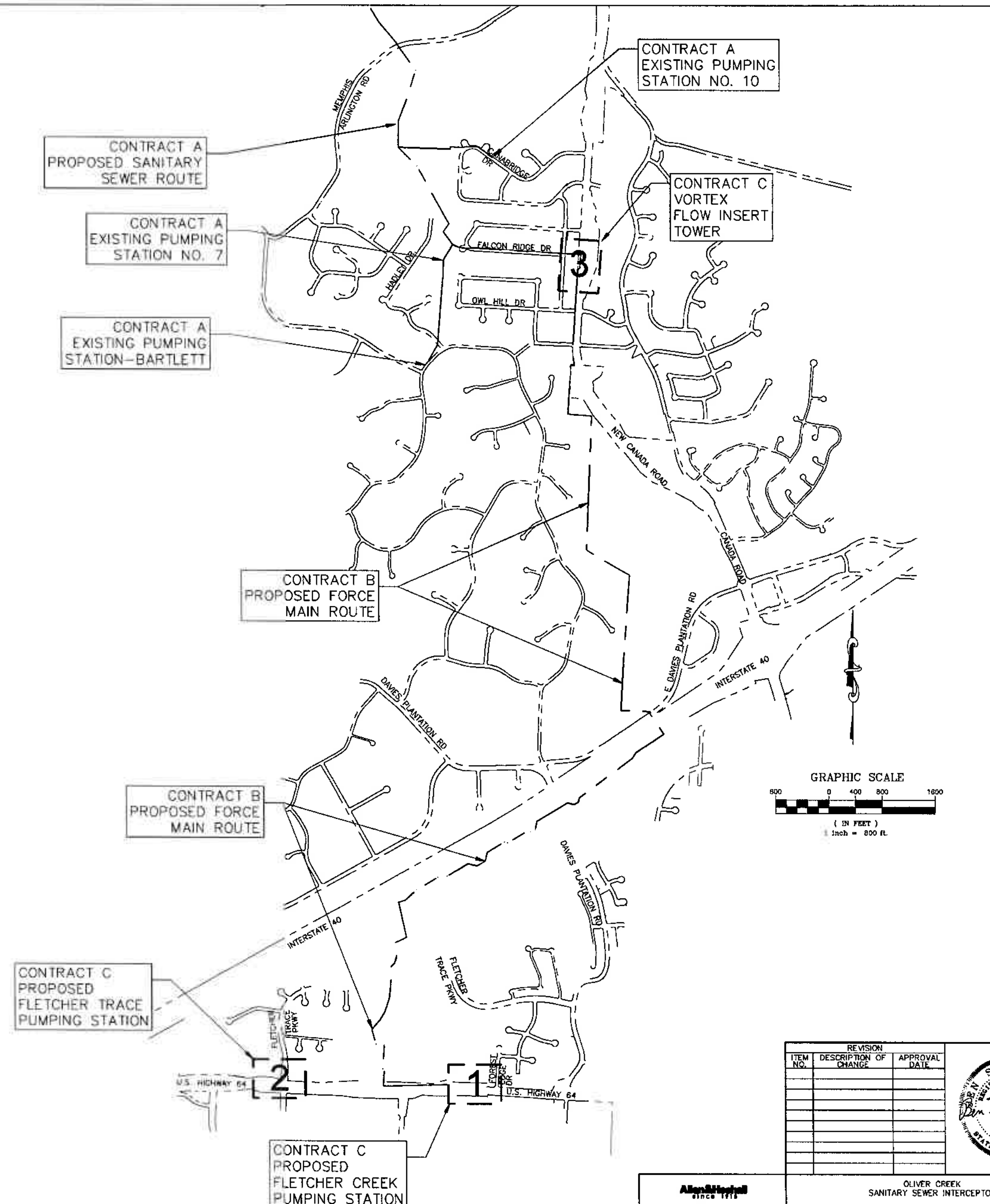
ELECTRICAL

E0.1	FLETCHER CREEK PUMPING STATION - LEGEND & DETAILS
E0.2	FLETCHER TRACE PUMPING STATION - LEGEND & DETAILS
E1.1	FLETCHER CREEK PUMPING STATION - SITE PLAN
E1.2	FLETCHER TRACE PUMPING STATION - SITE PLAN
E2.1	SILO PLANS

Allen&Hoshall
since 1915
1661 International Drive Memphis, TN 38120
901 820 0820 fax 901 683 1001



VICINITY MAP
NTS



STANDARD CONSTRUCTION NOTES

1. PROPERTY LINES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. GRADING, CLEARING AND THE ERECTION OR REMOVAL OF FENCES ALONG PROPERTY LINES SHALL BE FULLY COORDINATED WITH ADJACENT PROPERTY OWNERS.
2. VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY THE CITY OF LAKELAND CONSTRUCTION INSPECTION OFFICE ENGINEER OF ANY VARIATIONS PRIOR TO COMMENCEMENT OF WORK.
3. ALL SEWER WORK SHALL BE PERFORMED IN SUCH A MANNER THAT ADJACENT PROPERTIES ARE NOT DAMAGED OR ADVERSELY AFFECTED.
4. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANY TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN CONSTRUCTION LIMITS. FOR SITE LOCATION OF EXISTING UTILITIES INVOLVING MLG&W, SOUTH CENTRAL BELL, AND/OR TEXAS GAS COMPANY, PLEASE CALL 1-800-351-1111. FOR SEWER LOCATIONS, CONTACT CITY OF LAKELAND. FOR UNDERGROUND SIGNAL CABLES AND DETECTORS, CALL 528-2844 72 HOURS PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.
6. ALL AREAS WHERE VEGETATION HAS BEEN REMOVED OR DISTURBED BY EQUIPMENT, VEHICLES, OR EXCAVATED MATERIALS SHALL BE SODDED AS REQUIRED TO PREVENT EROSION. ALL NEW SOD TO MATCH EXISTING SOD.
7. CONTRACTOR SHALL NOTIFY THE CITY OF LAKELAND CONSTRUCTION INSPECTION OFFICE AT 901-867-5418 A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
8. ALL FILL AREAS, PAVED AND NON-PAVED, INCLUDING UTILITY TRENCHES, SHALL BE COMPACTED IN 6" LIFTS TO 95% STANDARD PROCTOR WITHIN 3% OF OPTIMUM MOISTURE CONTENT. SUBMIT TEST RESULTS TO PROJECT ENGINEER AND THE CITY.
9. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE AT THE TOP OF ALL DITCH BANKS FOR THE WIDTH OF THE CONSTRUCTION LIMITS AND CONTINUOUSLY ALONG THE "STREAMSIDE" CONSTRUCTION LIMIT.
10. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES, OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
11. LOCATION OF EXISTING ABOVEGROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE, WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
12. ALL TREES SHOWN IN PLANS ARE TO BE PROTECTED THROUGHOUT CONSTRUCTION. NO TREES (EXCEPT THOSE REMOVED PER PLAN) SHALL BE REMOVED WITHOUT PRIOR PERMISSION FROM THE CITY OF LAKELAND.
13. ALL ROADS AND DRIVEWAYS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST. ALL DRIVEWAY REPAIRS SHALL BE SIMILAR MATERIALS AND SECTION AS THE ORIGINAL DRIVEWAY.
14. ALL UTILITY TRENCHES CROSSING PRIVATE DRIVEWAYS SHALL BE SAWCUT.
15. ALL UTILITY TRENCHES IN EXISTING STREET PAVEMENT SHALL BE SAWCUT.
16. FLAGGER USED BY THE CONTRACTOR MUST BE EXPERIENCED, TRAINED FLAGGER. THE CONTRACTOR'S SUPERINTENDENT MUST MONITOR THE PERFORMANCE OF THE FLAGGER ON A ROUTINE BASIS.
17. THE CONTRACTOR IS RESPONSIBLE FOR ALL TESTING AND SURVEY STAKING (HORIZONTAL AND VERTICAL CONTROLS).
18. THE CONTRACTOR SHALL VERIFY THE ELEVATION OF ALL EXISTING UTILITIES AND EXISTING DRAINAGE PIPES THAT WILL BE CROSSED.
19. ALL CONSTRUCTION ACTIVITIES WILL BE INSPECTED BY THE CITY OF LAKELAND OR AUTHORIZED REPRESENTATIVE.
20. ALL DITCHES DISTURBED DURING CONSTRUCTION SHALL BE REGRADED AT A CONSTANT SLOPE BETWEEN THE UPSTREAM AND DOWNSTREAM INVERTS.
21. CONTRACTOR SHALL COORDINATE ALL UTILITY CROSSINGS WITH THE RESPONSIBLE ENTITY (MLG&W, AT&T, TEXAS GAS, ETC.)
22. ALL TESTING PAID FOR BY CONTRACTOR.
23. ALL PRECAST STRUCTURES MUST BE PREAPPROVED BY CITY ENGINEER AND MUST SHOW STEEL REINFORCING USED.
24. CONTRACTOR SHALL PROVIDE A VIDEO INSPECTION OF ENTIRE NEW GRAVITY SEWER SYSTEM AS PART OF FINAL CITY INSPECTION AND PROVIDE CITY WITH A DIGITAL CD OF CAMERA INSPECTION.
25. CONTRACTOR SHALL PROTECT ALL OPEN CUTS, (BORE PITS, VERTICAL SHAFTS, ETC.) FROM HUMAN INTERACTION.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

BEN S. PEARSON
REGISTERED ENGINEER
No.8881
STATE OF TENNESSEE
9/30/2022

Allen&Hoshall
since 1919
1661 International Drive, Memphis, TN 38120
901 820 0820 fax 901 683 1001

OLIVER CREEK
SANITARY SEWER INTERCEPTOR

CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

DIVISION OF ENGINEERING

OVERALL SITE PLAN

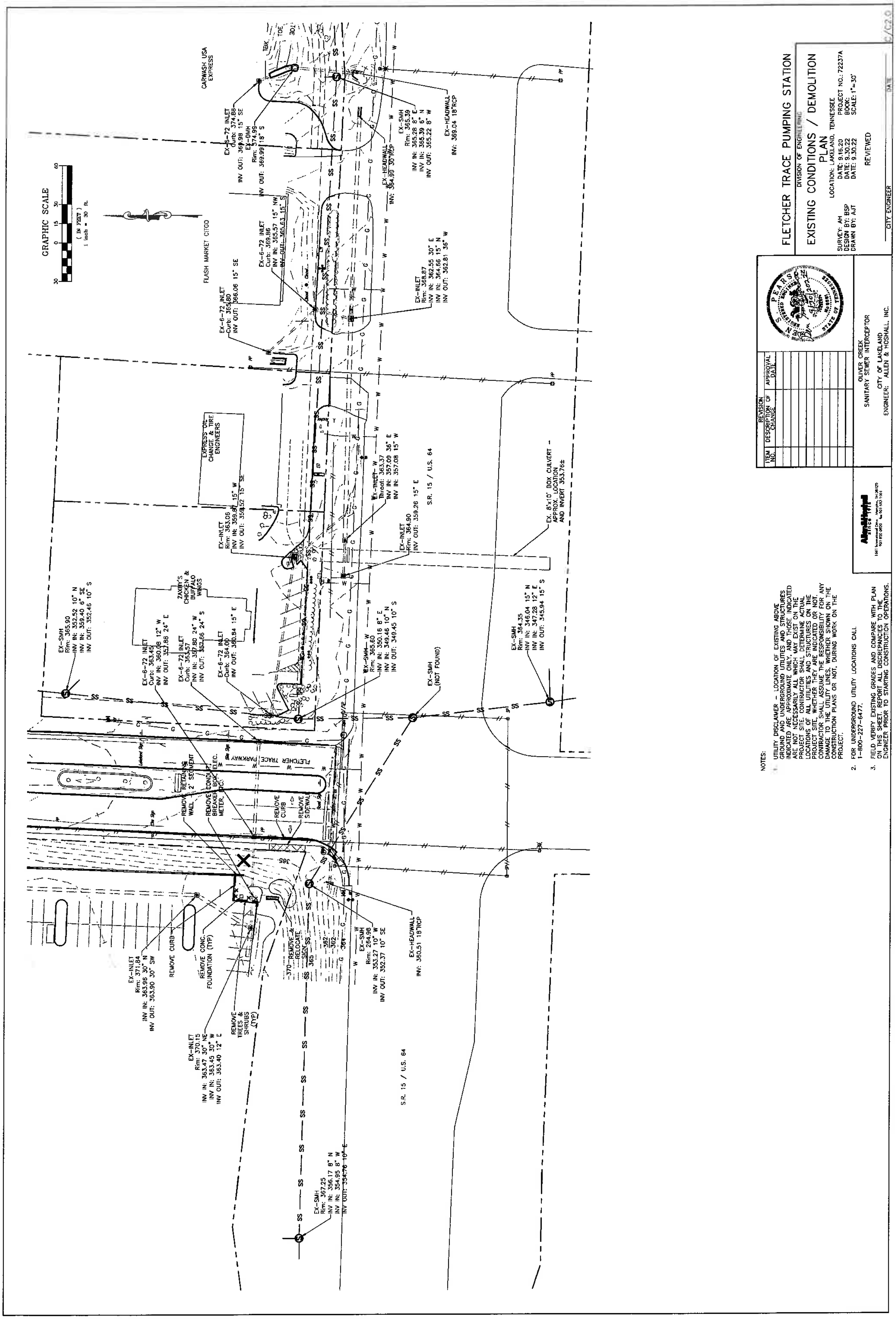
LOCATION: LAKELAND, TENNESSEE

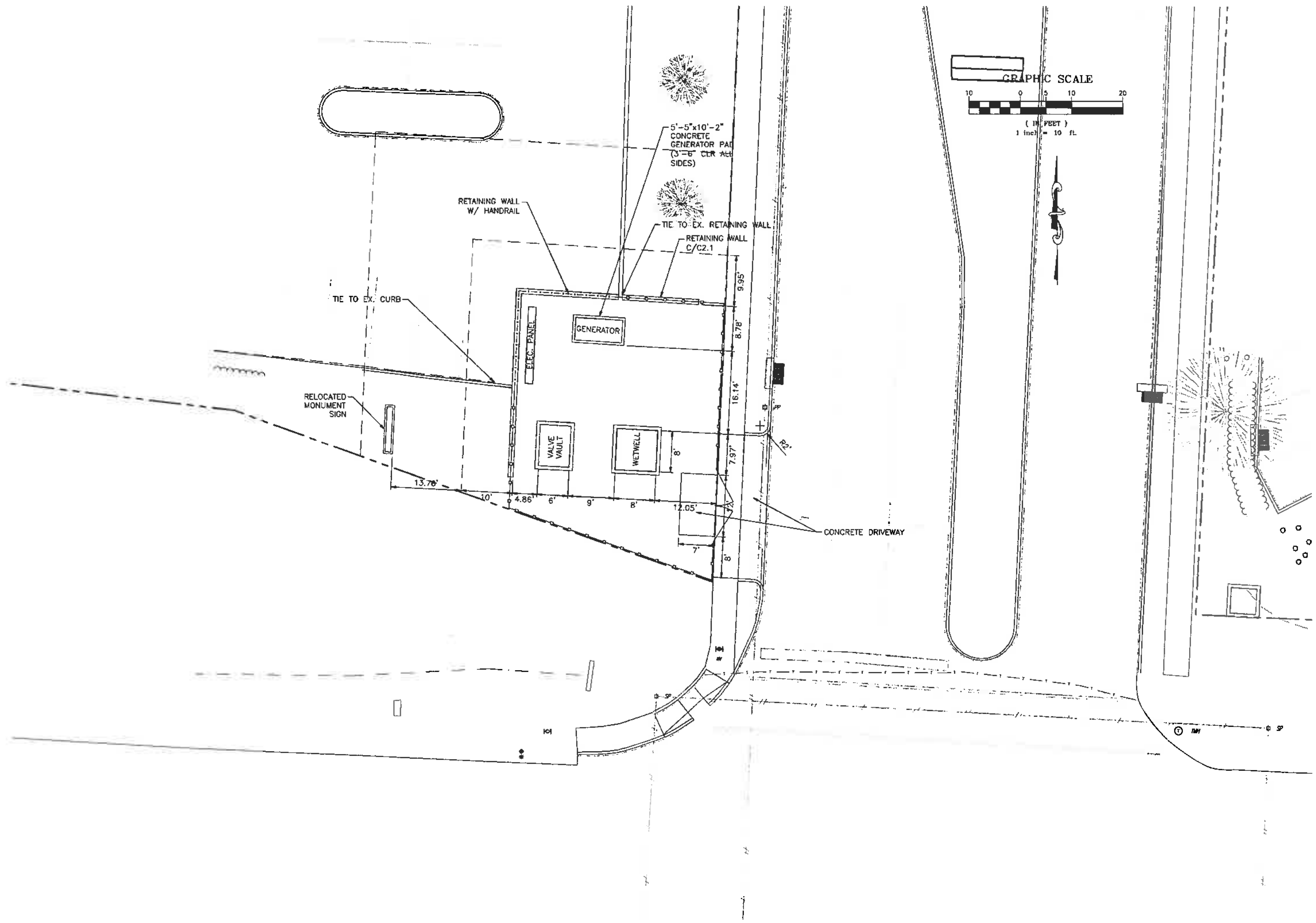
SURVEY: AH	DATE: 9.16.20	PROJECT NO.: 72237A
DESIGN BY: BSP	DATE: 9.30.22	BOOK:
DRAWN BY: AJT	DATE: 9.30.22	SCALE: 1" = 800'

REVIEWED

CITY ENGINEER DATE

C/G1.0


FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
EXISTING CONDITIONS / DEMOLITION PLAN
LOCATION: LAKELAND, TENNESSEE
SURVEY: AH DATE: 9.16.20 PROJECT NO.: 72237A
DESIGN BY: BSP DATE: 9.30.22 BOOK:
DRAWN BY: AJT DATE: 9.30.22 SCALE: 1"=30'
REVIEWED
CITY ENGINEER
DATE
OLIVER CREEK SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.
REVISION
ITEM NO.
DESCRIPTION OF CHANGE
APPROVAL DATE
NOTES:
1. UTILITY DISCLAIMER – LOCATION OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE, WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
2. FOR UNDERGROUND UTILITY LOCATIONS CALL 1-800-227-6477.
3. FIELD VERIFY EXISTING GRADES AND COMPARE WITH PLAN ON THIS SHEET. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION OPERATIONS.
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
CARWASH USA EXPRESS
FLASH MARKET CITGO
EXPRESS OIL CHANGE & TIRE ENGINEERS
ZAXBY'S CHICKEN & BUFFALO WINGS
FLETCHER TRACE PARKWAY
S.R. 15 / U.S. 64
EX. 8'x10' BOX CULVERT – APPROX. LOCATION AND INVERT 353.76±
REMOVE CURB
REMOVE SIDEWALK
REMOVE TREES & SHRUBS (TYP)
REMOVE CONC. FOUNDATION (TYP)



REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

Allen&Hoshall since 1913

OLIVER CREEK
SANITARY SEWER INTERCEPTOR

CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

FLETCHER TRACE PUMPING STATION

DIVISION OF ENGINEERING

LAYOUT PLAN

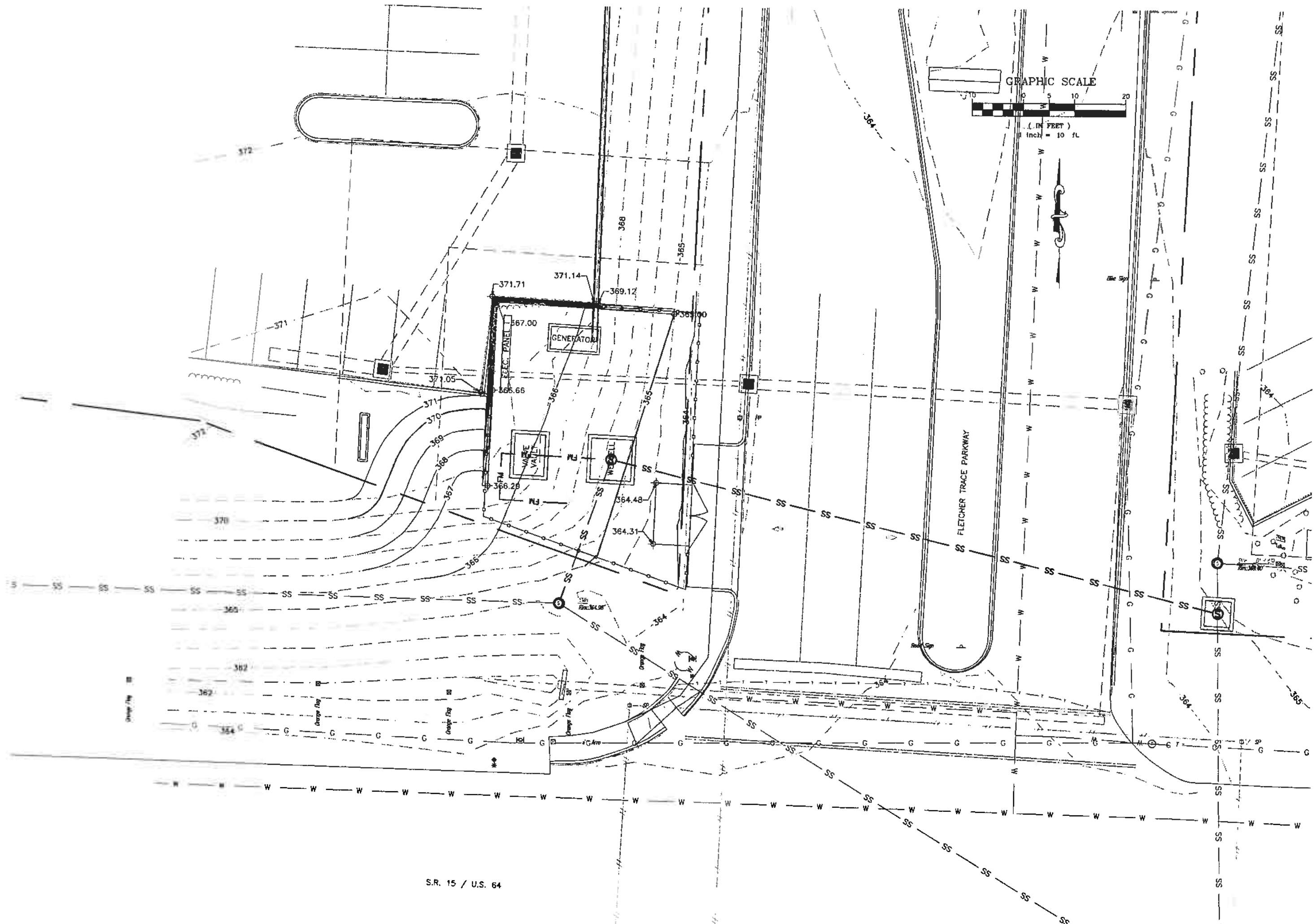
LOCATION: LAKELAND, TENNESSEE

SURVEY: AH	DATE: 9.16.20	PROJECT NO.: 72237A
DESIGN BY: BSP	DATE: 9.30.22	BOOK:
DRAWN BY: AJT	DATE: 9.30.22	SCALE: 1"=10'

REVIEWED

CITY ENGINEER DATE

C/C2.1



NOTES:

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3. FIELD VERIFY EXISTING GRADES AND COMPARE WITH PLAN ON THIS SHEET. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION OPERATIONS.

Allen&Hoshall

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

OLIVER CREEK
SANITARY SEWER INTERCEPTOR

CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

FLETCHER TRACE PUMPING STATION

DIVISION OF ENGINEERING

GRADING PLAN

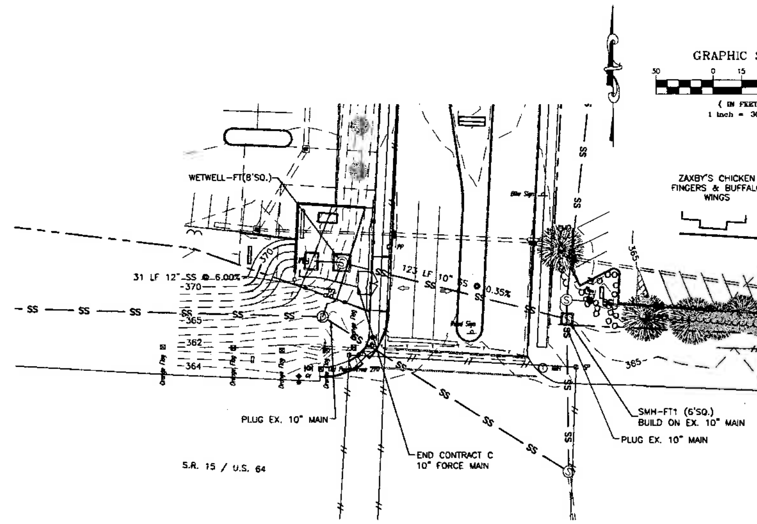
LOCATION: LAKELAND, TENNESSEE

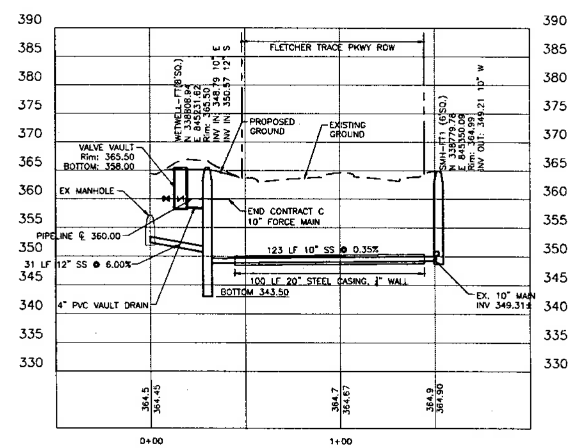
SURVEY: AH — DATE: 9.16.20 — PROJECT NO.: 72237A
DESIGN BY: BSP — DATE: 9.30.22 — BOOK:
DRAWN BY: AJT — DATE: 9.30.22 — SCALE: 1"=10'

REVIEWED

CITY ENGINEER — DATE

C/C2.2





NOTES:

1. UTILITY DISCLAIMER – LOCATION OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE, WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
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REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

Allen&Hoshall SINCE 1912

OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

FLETCHER TRACE PUMPING STATION

DIVISION OF ENGINEERING

PLAN & PROFILE

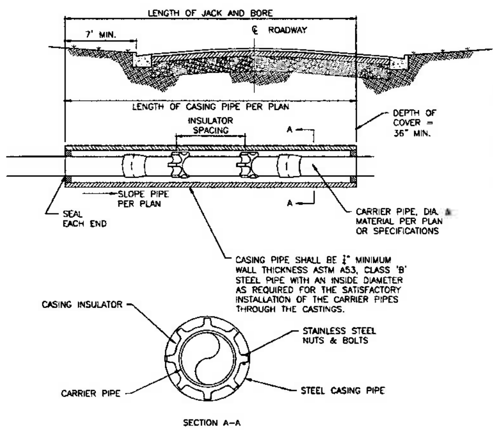
LOCATION: LAKELAND, TENNESSEE

SURVEY: AH	DATE: 9.16.20	PROJECT NO.: 72237A
DESIGN BY: BSP	DATE: 9.30.22	BOOK:
DRAWN BY: AJT	DATE: 9.30.22	SCALE: 1"=30'H 1"=10'V

REVIEWED

CITY ENGINEER DATE

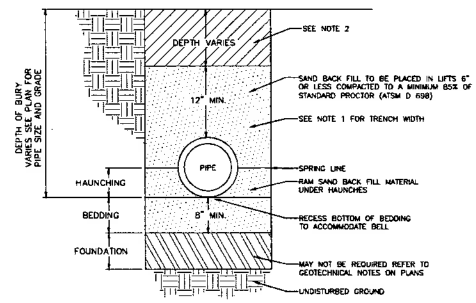
C/C2.3



COG 115

NOTE:
1. CASING INSULATORS SHALL BE MADE WITH SPECIAL RUNNER HEIGHTS SO AS NOT TO INTERFERE WITH PIPE JOINTS.
2. ALL CARRIER PIPES MUST HAVE MECHANICALLY RESTRAINED JOINTS.
3. INSULATOR OR SPACER SHALL BE AS REQUIRED BY THE MANUFACTURER, HOWEVER, NO LESS THAN FOUR (4) CASING INSULATORS SHALL BE INSTALLED PER LENGTH OF PIPE.

(1 / C2.4) TYP. JACK AND BORE
NTS

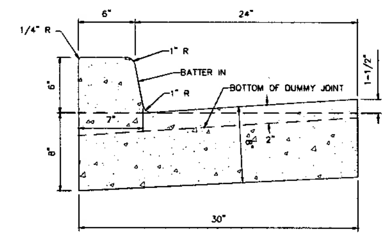


NOTES:
1. MINIMUM AND MAXIMUM TRENCH WIDTHS MEASURED AT THE SPRING LINE OF THE PIPE AND ONE (1) FOOT ABOVE THE CROWN OF PIPE.

MINIMUM WIDTH=1'+O.D.
MAXIMUM WIDTH=2.5XO.D.

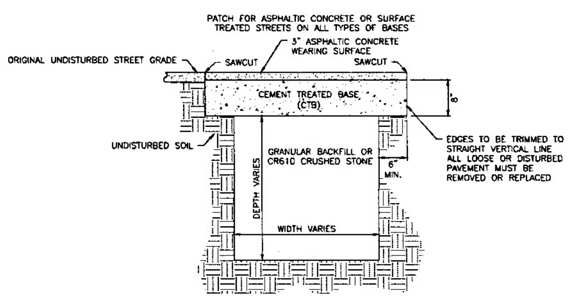
2. BACK FILL MATERIAL SHALL BE SELECT ON SITE MATERIAL THAT IS FREE OF DEBRIS, ORGANIC MATTER, PERISHABLE COMPRESSIBLE MATERIALS, AND STONE OR ROCK FRAGMENTS IF TRENCH IS IN AN AREA TO BE PAVED. THE BACK FILL MATERIAL SHALL BE PLACED IN LAYERS NOT EXCEEDING SIX (6) INCHES IN THICKNESS AND EACH LAYER IS TO BE COMPACTED TO A MINIMUM 95% OF STANDARD PROCTOR AS DETERMINED BY ATSM D 698. THE MOISTURE CONTENT OF EACH LAYER MUST BE WITH IN 2 PERCENTAGE POINTS OF OPTIMUM.

(2 / C2.4) FLEXIBLE PIPE BEDDING
NTS



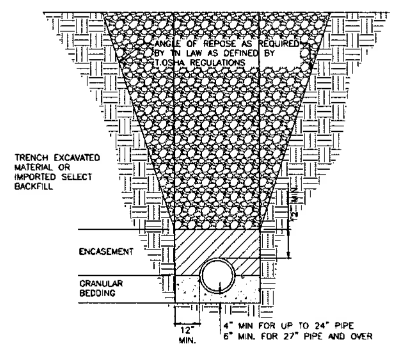
NOTES:
1. PRE CUT EXPANSION JOINT MATERIAL WILL BE USED IN ALL EXPANSION JOINTS.
2. DUMMY JOINTS WILL BE INSTALLED AT 10' MAXIMUM INTERVALS.
3. EXPANSION JOINTS WILL BE INSTALLED AT 40' O.C., MAXIMUM.
4. EXPANSION JOINTS WILL BE INSTALLED AT ALL ENDS OF RADII.
5. EXPANSION JOINTS WILL BE LOCATED ADJACENT TO INLET STRUCTURES.
6. CONCRETE WILL BE CLASS "AS" CONCRETE, 4000 PSI.
7. SEE DETAIL FOR EXPANSION JOINTS.

(3 / C2.4) 6-30 CURB AND GUTTER
NTS



NOTES:
1. SAND MAY BE USED AS BACKFILL MATERIAL IN TRENCHES 6' DEEP OR LESS.
2. ANY TRENCH GRATER THAN 6' IN DEPTH SHALL BE REQUIRED TO BE BACKFILLED WITH CR-610 CRUSHED STONE OR AS DIRECTED BY THE CITY ENGINEER.
3. GRANULAR BACKFILL MATERIAL SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY.

(4 / C2.4) PAVEMENT CUT REPAIR
NTS



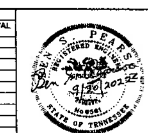
(5 / C2.4) CLASS B BEDDING
NTS

SEWER NOTES

1. BEFORE BEGINNING CONSTRUCTION, NOTIFY THE CITY OF LAKELAND ENGINEERING DEPARTMENT AT 901-867-5418.
2. ALL METHODS, MATERIALS, INSTALLATIONS AND SPECIFICATIONS SHALL MEET OR EXCEED CITY OF LAKELAND STANDARDS. SEWER MAINS SHALL BE AS SPECIFIED.
3. THE CONTRACTOR SHALL FURNISH A CERTIFIED TESTING TECHNICIAN TO CONDUCT ALL REQUIRED TRENCH BACKFILL TESTING PER CITY STANDARDS OR AS REQUIRED IN THESE 'SEWER NOTES'.
4. PRE-CAST STRUCTURES MUST BE PRE-APPROVED BY THE CITY ENGINEER.
5. ALL MANHOLE TOP ELEVATIONS SHALL BE 1.00' ABOVE THE 100-YEAR FLOOD ELEVATION.
6. CONTRACTOR MUST MAINTAIN UNINTERRUPTED SEWER SERVICE ON ALL EXISTING, ACTIVE SEWER SYSTEMS. WHERE NECESSARY, PROVIDE AMPLE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING, PRE-APPROVED BY THE CITY ENGINEER.
7. ALL MANHOLES IN REVERSE-CROWN STREETS, ALLEYS OR DRIVES (PUBLIC OR PRIVATE) SHALL BE PROVIDED WITH WATERPROOF GASKETS AND PLUGS FOR VENT HOLES IN MANHOLE TOPS TO PREVENT DRAINAGE INFLOW INTO SEWER SYSTEM.
8. ALL SEWER MANHOLE BENCHES MUST HAVE 3:1 SLOPES ON BENCHES AT MANHOLE BOTTOMS.
9. ALL SEWER MANHOLE BOTTOM INVERTS MUST BE SHAPED TO A 'HALF PIPE' ROUNDED FORM WITHOUT FLAT BOTTOMS AND SHOULD BE NO WIDER THAT THE OUTFLOW PIPE DIAMETER.
10. MANHOLE BOTTOM INVERTS MUST BE SHAPED (IN PLAN VIEW) WITH 'SWEEPING' 'T' INTERSECTIONS, NOT 90 DEGREE-SHAPED INTERSECTIONS. OTHER INVERT ANGLES SHOULD BE SHAPED TO ACHIEVE FLOWS OF LEAST RESISTANCE USING CURVES RATHER THAN STRAIGHT ANGLES (PLAN VIEW).
11. MANHOLE INVERTS AND BENCHES MUST HAVE A SMOOTH SURFACE. ACHIEVE A SMOOTH SURFACE BY USING A WIDE BRUSH TO SMOOTH ALL SURFACES WHILE CEMENT MORTAR IS STILL 'WET' OR NOT SET
12. PRECAST MANHOLES MUST BE COATED ON THE OUTSIDE WITH TWO COATS OF APPROVED BITUMINOUS WATERPROOFING MATERIAL WITH A TOTAL MINIMUM DRY FILM THICKNESS OF 12 MILS. ANY WATERPROOFING COATING DAMAGED DURING INSTALLATION OR BACKFILL OPERATIONS SHALL BE CLEANED OF ALL DIRT AND TWO COATS OF WATERPROOFING REAPPLIED.
13. AS PART OF FINAL INSPECTION REQUIREMENTS, THE CONTRACTOR SHALL RUN A VIDEO CAMERA THROUGH ALL NEW SEWER MAINS AND SHALL PROVIDE THE CITY WITH A DIGITAL DVD OF THE VIDEO INSPECTION CONTAINING MANHOLE NUMBERS AND ON-SCREEN FOOTAGE COUNTS BETWEEN MANHOLES. ALL DEFECTS DISCOVERED BY THE VIDEO INSPECTION SHALL BE CORRECTED/REPAIRED BY THE CONTRACTOR AND THE PIPE LINES REPAIRED SHALL BE RE-VIDEOED FOR REPAIR APPROVALS. VIDEO EQUIPMENT SHALL BE 'IBAK T66 CAMERA TRACTOR' OR EQUAL AND EQUIPMENT MUST BE PRE-APPROVED BY THE CITY.

(6 / C2.4) SEWER NOTES
NTS

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



Allen&Hoshall since 1916

OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

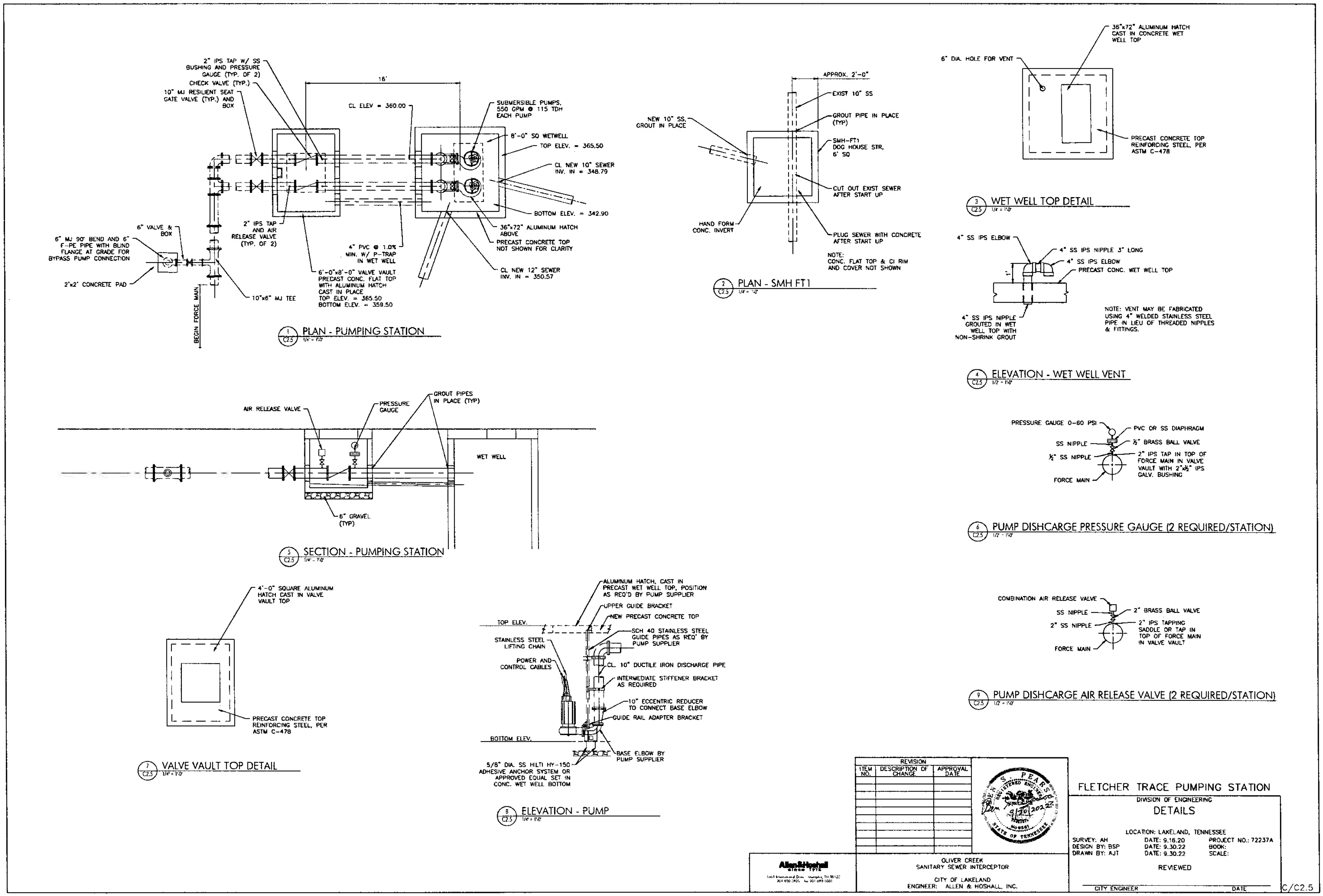
FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
SEWER DETAILS
LOCATION: LAKELAND, TENNESSEE

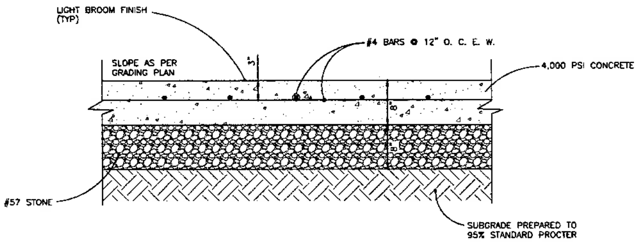
SURVEY: AH	DATE: 9.16.20	PROJECT NO.: 72237A
DESIGN BY: BSP	DATE: 9.30.22	BOOK:
DRAWN BY: AJT	DATE: 9.30.22	SCALE: AS SHOWN

REVIEWED

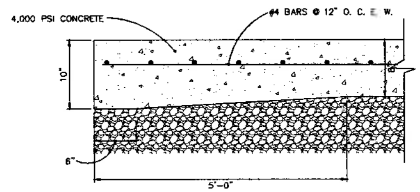
CITY ENGINEER DATE

C/C2.4

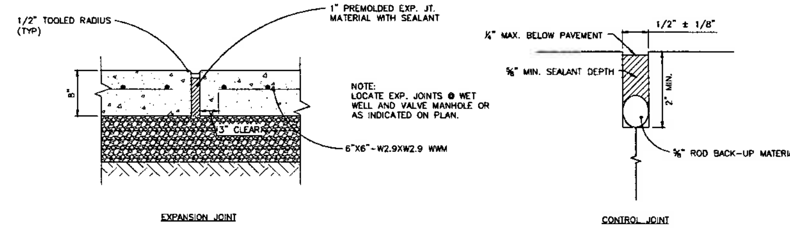

2" IPS TAP W/ SS BUSHING AND PRESSURE GAUGE (TYP. OF 2)
CHECK VALVE (TYP.)
10" MJ RESILIENT SEAT GATE VALVE (TYP.) AND BOX
16'
CL ELEV = 360.00
SUBMERSIBLE PUMPS, 550 GPM @ 115 TDH EACH PUMP
8'-0" SQ WETWELL
TOP ELEV. = 365.50
CL NEW 10" SEWER INV. IN = 348.79
BOTTOM ELEV. = 342.90
36"x72" ALUMINUM HATCH ABOVE
PRECAST CONCRETE TOP NOT SHOWN FOR CLARITY
CL NEW 12" SEWER INV. IN = 350.57
2" IPS TAP AND AIR RELEASE VALVE (TYP. OF 2)
4" PVC @ 1.0% MIN. W/ P-TRAP IN WET WELL
6'-0"x8'-0" VALVE VAULT PRECAST CONC. FLAT TOP WITH ALUMINUM HATCH CAST IN PLACE TOP ELEV. = 365.50 BOTTOM ELEV. = 359.50
6" VALVE & BOX
6" MJ 90° BEND AND 6" F-PE PIPE WITH BLIND FLANGE AT GRADE FOR BYPASS PUMP CONNECTION
2'x2' CONCRETE PAD
10"x6" MJ TEE
BEGIN FORCE MAIN
1 C2.5 PLAN - PUMPING STATION 1/4" = 1'-0"
APPROX. 2'-0"
EXIST 10" SS
GROUT PIPE IN PLACE (TYP)
SMH-FT1 DOG HOUSE STR, 6' SQ
NEW 10" SS, GROUT IN PLACE
CUT OUT EXIST SEWER AFTER START UP
HAND FORM CONC. INVERT
PLUG SEWER WITH CONCRETE AFTER START UP
NOTE: CONC. FLAT TOP & CI RIM AND COVER NOT SHOWN
2 C2.5 PLAN - SMH FT1 1/4" = 1'-0"
36"x72" ALUMINUM HATCH CAST IN CONCRETE WET WELL TOP
6" DIA. HOLE FOR VENT
PRECAST CONCRETE TOP REINFORCING STEEL, PER ASTM C-478
3 C2.5 WET WELL TOP DETAIL 1/4" = 1'-0"
4" SS IPS ELBOW
4" SS IPS NIPPLE 3" LONG
4" SS IPS ELBOW
PRECAST CONC. WET WELL TOP
4" SS IPS NIPPLE GROUTED IN WET WELL TOP WITH NON-SHRINK GROUT
NOTE: VENT MAY BE FABRICATED USING 4" WELDED STAINLESS STEEL PIPE IN LIEU OF THREADED NIPPLES & FITTINGS.
4 C2.5 ELEVATION - WET WELL VENT 1/2" = 1'-0"
AIR RELEASE VALVE
PRESSURE GAUGE
GROUT PIPES IN PLACE (TYP)
WET WELL
6" GRAVEL (TYP)
5 C2.5 SECTION - PUMPING STATION 1/4" = 1'-0"
PRESSURE GAUGE 0-60 PSI
PVC OR SS DIAPHRAGM
SS NIPPLE
½" BRASS BALL VALVE
½" SS NIPPLE
2" IPS TAP IN TOP OF FORCE MAIN IN VALVE VAULT WITH 2"x½" IPS GALV. BUSHING
FORCE MAIN
6 C2.5 PUMP DISHCARGE PRESSURE GAUGE (2 REQUIRED/STATION) 1/2" = 1'-0"
4'-0" SQUARE ALUMINUM HATCH CAST IN VALVE VAULT TOP
PRECAST CONCRETE TOP REINFORCING STEEL, PER ASTM C-478
7 C2.5 VALVE VAULT TOP DETAIL 1/4" = 1'-0"
ALUMINUM HATCH, CAST IN PRECAST WET WELL TOP, POSITION AS REQ'D BY PUMP SUPPLIER
UPPER GUIDE BRACKET
NEW PRECAST CONCRETE TOP
TOP ELEV.
SCH 40 STAINLESS STEEL GUIDE PIPES AS REQ' BY PUMP SUPPLIER
STAINLESS STEEL LIFTING CHAIN
POWER AND CONTROL CABLES
CL. 10" DUCTILE IRON DISCHARGE PIPE
INTERMEDIATE STIFFENER BRACKET AS REQUIRED
10" ECCENTRIC REDUCER TO CONNECT BASE ELBOW
GUIDE RAIL ADAPTER BRACKET
BOTTOM ELEV.
BASE ELBOW BY PUMP SUPPLIER
5/8" DIA. SS HILTI HY-150 ADHESIVE ANCHOR SYSTEM OR APPROVED EQUAL SET IN CONC. WET WELL BOTTOM
8 C2.5 ELEVATION - PUMP 1/4" = 1'-0"
COMBINATION AIR RELEASE VALVE
SS NIPPLE
2" BRASS BALL VALVE
2" SS NIPPLE
2" IPS TAPPING SADDLE OR TAP IN TOP OF FORCE MAIN IN VALVE VAULT
FORCE MAIN
9 C2.5 PUMP DISHCARGE AIR RELEASE VALVE (2 REQUIRED/STATION) 1/2" = 1'-0"
REVISION
ITEM NO.
DESCRIPTION OF CHANGE
APPROVAL DATE
Allen&Hoshall
OLIVER CREEK SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.
FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
DETAILS
LOCATION: LAKELAND, TENNESSEE
SURVEY: AH
DATE: 9.16.20
PROJECT NO.: 72237A
DESIGN BY: BSP
DATE: 9.30.22
BOOK:
DRAWN BY: AJT
DATE: 9.30.22
SCALE:
REVIEWED
CITY ENGINEER
DATE
C/C2.5



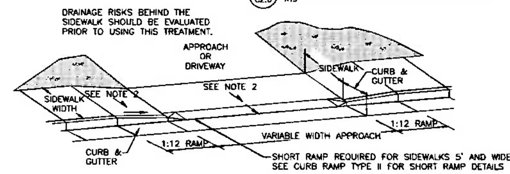
1 C2.6 CONCRETE PAVING NTS



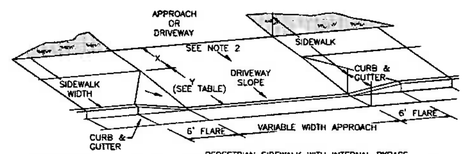
2 C2.6 THICKENED EDGE NTS



3 C2.6 TYP. CONCRETE JOINTS NTS

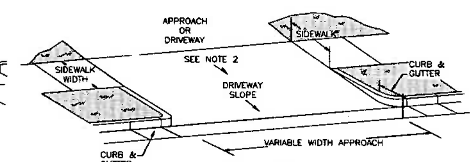


DEPRESSED PEDESTRIAN SIDEWALK
(DESIRABLE APPROACH WHEN DRAINAGE BEHIND SIDEWALK IS NOT A PROBLEM)



SIDEWALK WIDTH	X	Y
5'	3'	2'
6'	4'	2'
7'	4'	3'
8'	4'	4'
9'	4.5'	4.5'
>9'	VARIES	5'

PEDESTRIAN SIDEWALK WITH INTERNAL BYPASS
(DESIRABLE TO USE WITH SIDEWALK WIDTHS 8' AND WIDER, BUT ACCEPTABLE FOR NARROWER SIDEWALKS WHEN EXTERNAL BYPASS OR DEPRESSED SIDEWALK IS NOT FEASIBLE DUE TO AVAILABLE RIGHT-OF-WAY OR DRAINAGE CONCERNS)



DETACHED PEDESTRIAN SIDEWALK
(MOST DESIRABLE TREATMENT)

TYPICAL SIDEWALK AND/OR DOUBLE GUTTER TREATMENT AT APPROACHES

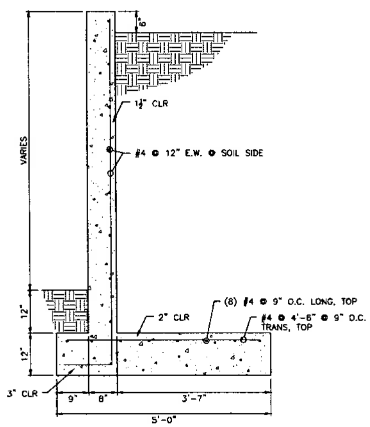
NOTES:

1. RAMP SLOPE: RAMP SLOPE SHALL BE 1:12. RAMP SLOPE SHALL NOT EXCEED 1:12.
2. CROSS SLOPE: POSITIVE DRAINAGE SHALL BE PROVIDED BY SLOPING SIDEWALK AND/OR RAMP TOWARDS THE STREET AT 1:48. CROSS SLOPE SHALL NOT EXCEED 1:48.
3. CLASS "AS"CONCRETE, 4,000 PSI.
4. EXPANSION JOINTS @ CURB CUT, 6" DEPTH AT STREET.

7 C2.6 DRIVEWAYS, APPROACHES AND MEDIAN CUTS NTS

CITY OF LAKELAND
ENGINEERING DIVISION
DRIVEWAYS, APPROACHES & MEDIAN CUTS FOR ADA ACCESSIBILITY

REV.	DESCRIPTION	DATE
1	ORIGINAL ISSUE	6/2008



2 C2.6 RETAINING WALL 3/4" = 1'-0"

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

Allen&Hoshall since 1914

OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
DETAILS
LOCATION: LAKELAND, TENNESSEE

SURVEY: AH	DATE: 9.16.20	PROJECT NO.: 72237A
DESIGN BY: BSP	DATE: 9.30.22	BOOK:
DRAWN BY: AJT	DATE: 9.30.22	SCALE:

REVIEWED

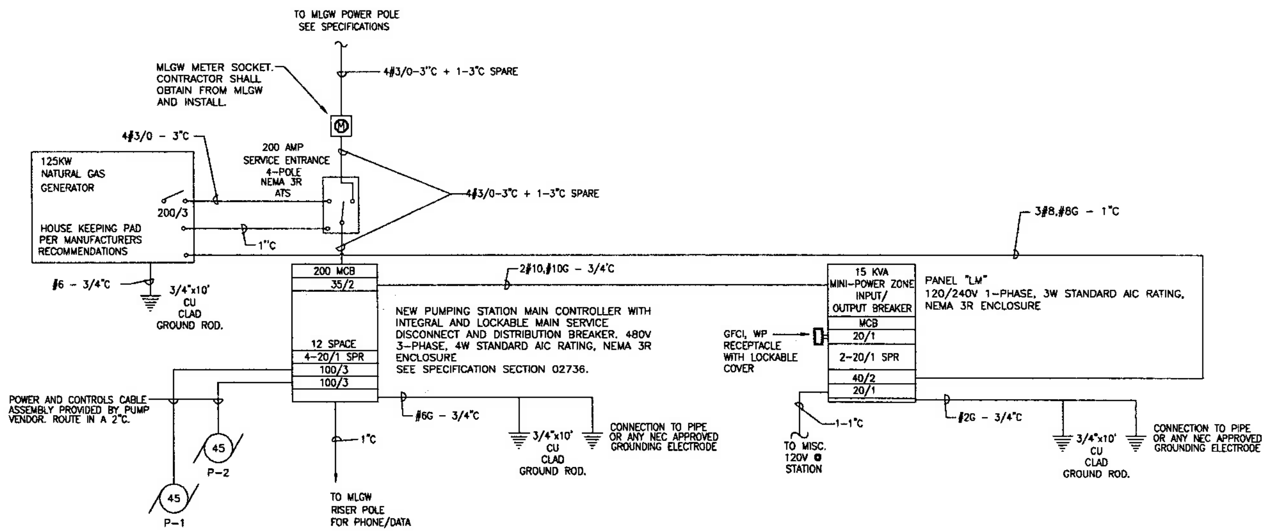
CITY ENGINEER DATE

C/C2.6

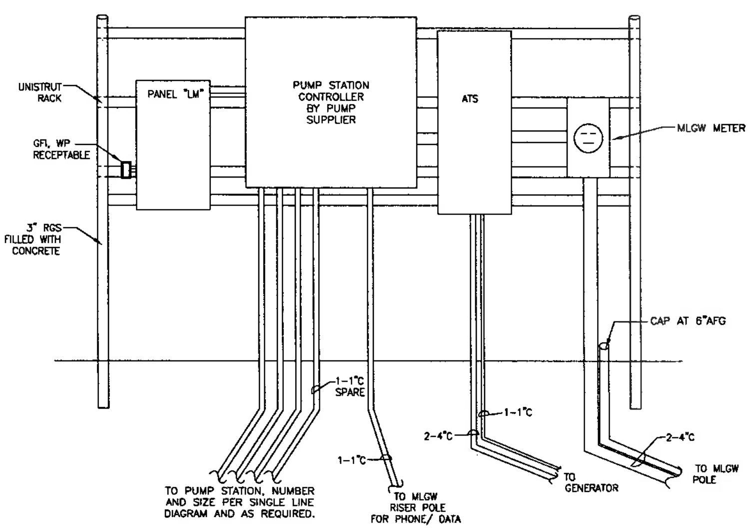
LEGEND

UOI	UNLESS OTHERWISE INDICATED
GFI	GROUND FAULT CIRCUIT RECEPTACLE
WP	WEATHERPROOF
⇨	NOTE INDICATION
S	SPST SWITCH – MTD. 48" AFF, UOI
Ⓜ	METER

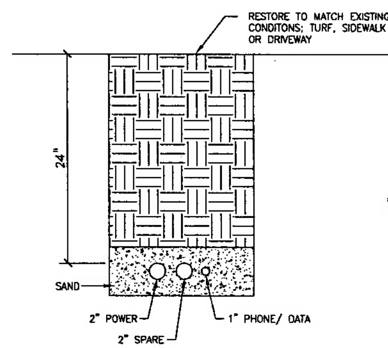
1 / E1.0 LEGEND
NO SCALE



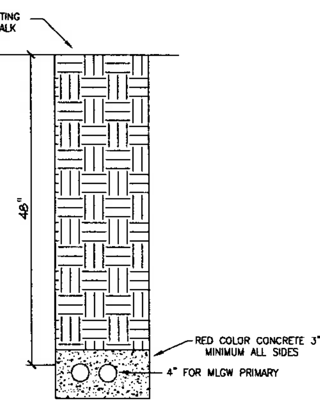
2 / E1.0 SINGLE LINE DIAGRAM
NO SCALE



3 / E1.0 ELECTRICAL ELEVATION DETAIL
NO SCALE



4 / E1.0 TYPICAL DUCT BANK DETAIL
NO SCALE



5 / E1.0 PRIMARY DUCT BANK DETAIL
NO SCALE

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

MICHAEL S. COLLINS — STATE OF TENNESSEE — 09/30/22

Allen&Hoshall
SINCE 1913

OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEER: ALLEN & HOSHALL, INC.

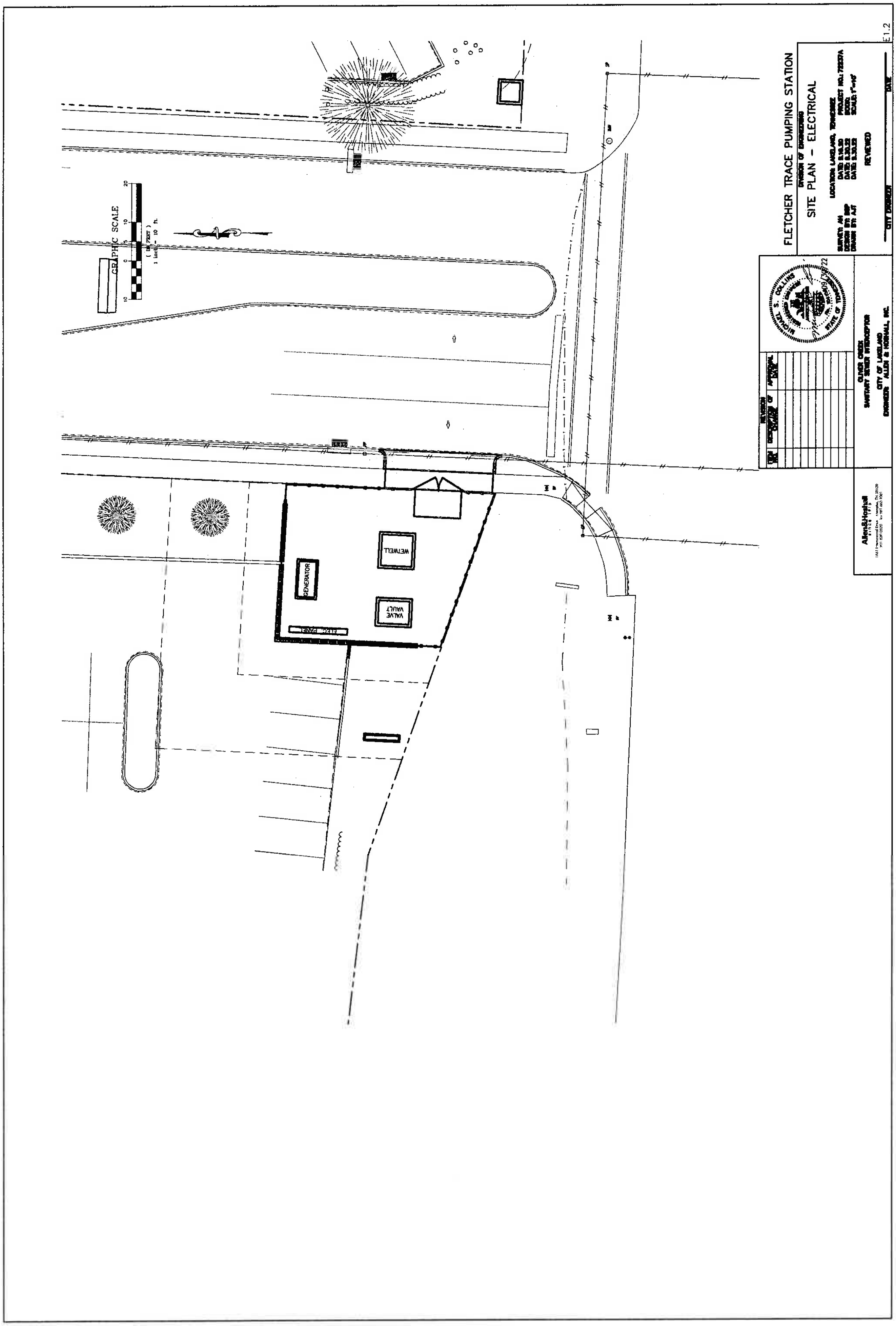
FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
LEGEND & DETAILS – ELECTRICAL
LOCATION: LAKELAND, TENNESSEE

SURVEY: AH	DATE: 8.16.20	PROJECT NO.: 72237A
DESIGN BY: BER	DATE: 8.30.22	BOOK:
DRAWN BY: SJW	DATE: 8.30.22	SCALE: AS NOTED

REVIEWED

CITY ENGINEER DATE

E0.2


FLETCHER TRACE PUMPING STATION
DIVISION OF ENGINEERING
SITE PLAN - ELECTRICAL
LOCATION: LAKELAND, TENNESSEE
REVIEWED
CITY ENGINEER
DATE
E1.2
REVISION
DESCRIPTION OF CHANGE
APPROVAL DATE
MICHAEL S. COLLINS
STATE OF TENNESSEE
OLIVER CREEK
SANITARY SEWER INTERCEPTOR
CITY OF LAKELAND
ENGINEERS ALLEN & HOSHALL, INC.
Allen&Hoshall
GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.
GENERATOR
WETWELL
VALVE VAULT
ELEC. PANEL

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - approving Amendment #1 to the master services agreement with Allen & Hoshall, Inc for the design of the Oliver Creek Sewer Interceptor project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-108-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The City is utilizing American Rescue Plan ("ARP") dollars for a portion of the Oliver Creek Sewer Interceptor project, which requires specific language to be included in the contracts for breach of contract, termination for cause or convenience, access to records, and compliance with Federal Law, Regulations and Executive Orders. The master services agreement with Allen and Hoshall was executed prior to the ARP funds being awarded. Amendment #1 adds the required language to the contract allowing the City to seek reimbursement through the ARP program.

RESOLUTION R-108-2024

APPROVING AMENDMENT #1 TO THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC. FOR THE DESIGN OF THE OLIVER CREEK SEWER INTERCEPTOR PROJECT

WHEREAS, Allen & Hoshall, Inc. was selected to provide design services for the Oliver Creek Sewer Interceptor project in 2019; and,

WHEREAS, Amendment #1 adds language to the agreement as required by the Tennessee Department of Environment and Conservation ("TDEC") for use of American Rescue Plan ("ARP") grant dollars:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to approve, and the City Recorder to attest, Amendment #1 to the master services agreement with Allen & Hoshall, Inc. for the design of the Clear Creek Interceptor.

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

ATTEST:

___________________________	___________________________
Josh Roman	Cheyenne Carter
Mayor	*City Recorder*

AMENDMENT NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN CITY OF LAKELAND AND ALLEN & HOSHALL, INC. FOR PROFESSIONAL SERVICES RELATED TO THE OLIVER CREEK SEWER INTERCEPTOR PROJECT

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this ____________ day of ________________________, 2024 by and between the City of Lakeland (hereinafter "CITY") and Allen & Hoshall, Inc. (hereinafter "CONTRACTOR").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated December 12, 2019 to provide professional services for the Oliver Creek Sewer Interceptor project.

WHEREAS, the parties now desire to amend Work Authorization No.2 to expand the scope of services provided by the CONTRACTOR.

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

A. Article 9 Additional Provisions shall be amended to include the following requirements of State and Local Fiscal Recovery Funds:

Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the ______ day of ________________________, 2024.

APPROVED AS TO FORM:

____
(Amendment 1 to Work Order 2 Oliver Creek Sewer Interceptor Project)

ATTEST:	CONTRACTOR: Allen & Hoshall, Inc.
By: _________________________	By: _____________________________
Title: ________________________	Title: ____________________________
ATTEST:	OWNER: CITY OF LAKELAND, TENNESSEE A Municipal Corporation
By: __________________________ Cheyenne Carter	By: ______________________________ Michael Walker
Title: City Recorder_____________	Title: City Manger__________________

MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ALLEN & HOSHALL
FOR
PROFESSIONAL SERVICES

OWNER: City of Lakeland, TN

ENGINEER: Allen & Hoshall, Inc.
1661 International Drive
Memphis, TN 38120

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ALLEN & HOSHALL FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE BETWEEN City of Lakeland
("Owner") and ALLEN & HOSHALL, INC., a Tennessee corporation ("Allen & Hoshall").

Owner intends to engage Allen & Hoshall to provide Professional Engineering and Consulting Services associated with specific Projects as may be contemplated by the Owner. The proposed Professional Engineering and Consulting Services shall be described and authorized by specific Work Authorizations duly executed by authorized representatives of the Owner and Allen & Hoshall. Owner is not obligated to issue Allen & Hoshall any Work Authorizations under this Agreement. Allen & Hoshall is not obligated to provide any Professional Services without duly authorized Work Authorization for a Specific Project.

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

ARTICLE 1
BASIC SERVICES OF ALLEN & HOSHALL

1.01 Scope.

A. Allen & Hoshall shall provide Professional Engineering and Consulting Services as set forth herein and duly executed Work Authorization for each Project Assignment.

B. Work Authorizations shall be prepared for each Project Assignment and shall be considered an integral part of this Agreement subject to the Terms and Conditions hereof.

C. The Owner maintains the right, without impairing this Agreement, to order changes in the scope of each Project Assignment. Revisions to Project Assignment Scope and adjustment in compensation paid to Allen & Hoshall shall be incorporated into an Addendum to the Work Authorization.

ARTICLE 2
ADDITIONAL SERVICES OF ALLEN & HOSHALL

2.01 Scope.

A. When requested by duly executed Addendum to the Work Authorization, Allen & Hoshall shall provide Additional Services as set forth in Addendum.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.01 General.

A. Owner shall have the responsibilities as set forth herein, the Work Authorization, and Exhibit A.

B. Owner shall be responsible for compensation paid to Allen & Hoshall as specified in the Work Authorization.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Allen & Hoshall.

D. Owner shall be responsible for and Allen & Hoshall may rely on the accuracy and completeness of all data, reports, instructions, and other information furnished by the Owner to Allen & Hoshall under this Agreement, Work Authorization, Addendums to Work Authorization, and associated Exhibit A in completing the Project Assignment.

ARTICLE 4
PERIODS OF SERVICE

4.01 The provisions of this Article 4 and the various rates of compensation for Allen & Hoshall's services provided for elsewhere in this Agreement and Work Authorization have been agreed to in anticipation of the orderly and continuous progress of the Project Assignment.

A. Upon execution of Work Authorization by the Owner, Allen & Hoshall will proceed with the Assignment as specified by the Work Authorization.

B. Time allowed for completion of the Project Assignment shall be specified in the Work Authorization.

C. If Owner changes the Scope of the Project Assignment, Allen & Hoshall's schedule for completion of the Project Assignment and compensation shall be equitably adjusted.

D. If, through no fault of Allen & Hoshall, such periods of time or dates are changed, or the orderly and continuous progress of Allen & Hoshall's services is impaired, delayed or suspended, then the time for completion of Allen & Hoshall's services, and the rates and amounts of Allen & Hoshall's compensation, shall be adjusted equitably.

ARTICLE 5
PAYMENTS TO ALLEN & HOSHALL

5.01 For Authorized Services.

A. In consideration of the services performed by Allen & Hoshall under the Agreement, Owner will pay Allen & Hoshall as specified in the Work Authorization and associated Addendum for each Assignment.

5.02 Invoices and Times of Payments.

A. Allen & Hoshall shall prepare invoices in accordance with its standard invoicing practices and the specific Project Assignment Work Authorization. Allen & Hoshall shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

5.03 Other Provisions Concerning Payments.

A. If Owner fails to make any payment due Allen & Hoshall for services and expenses within thirty days after receipt of Allen & Hoshall's statement therefor, Allen & Hoshall may, after giving seven days written notice to Owner, suspend services under this Agreement until all amounts due for services, expenses and charges have been paid; and (b) If payment is not received by Allen & Hoshall within the said 30-day period, the Owner will pay to Allen & Hoshall a late charge of one percent (1%) per month calculated on the unpaid amount from the date of the invoice until paid.

B. Disputed Invoices. If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

C. Legislative Actions. If after the Effective Date of a Work Authorization, any governmental entity takes a legislative action that imposes taxes, fees, or charges on Allen & Hoshall's services or compensation under the Work Authorization, then Allen & Hoshall may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Allen & Hoshall is entitled under the terms of the specific Work Authorization.

ARTICLE 6
CONSTRUCTION COST AND OPINIONS OF COST

6.01 Construction Cost.

A. The construction cost of the Project, referred to as "Construction Cost", means the total cost to Owner of those portions of the entire Project designed and specified by Allen & Hoshall. It will not include Allen & Hoshall's compensation, the cost of land, right-of-way, interest and financing charges or the cost of other services provided by Owner.

6.02 Opinions of Cost.

A. Since Allen & Hoshall has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Allen & Hoshall's opinions of probable Construction Cost are made on the basis of its experience and qualifications and represent its best judgment as experienced and qualified professionals, familiar with the construction industry; Allen & Hoshall cannot and does not guarantee that actual Construction Cost will not vary from its opinion of probable cost. If Owner wishes greater assurance as to Construction Cost, Owner will employ an independent cost estimator.

ARTICLE 7
GENERAL CONSIDERATIONS

7.01 Standards of Performance.

A. The standard of care for all professional engineering and related services performed or furnished by Allen & Hoshall under this Agreement will be the care and skill ordinarily used by members of Allen & Hoshall's profession practicing under similar circumstances at the same time and in the same locality. Allen & Hoshall makes no warranties, express or implied, under this Agreement or otherwise, in connection with Allen & Hoshall's services.

B. Allen & Hoshall shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Owner shall not be responsible for discovering deficiencies therein. Allen & Hoshall shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

C. Allen & Hoshall shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. Allen & Hoshall shall serve as Owner's prime professional for the Project. Allen & Hoshall may employ such Allen & Hoshall Consultants as Allen & Hoshall deems necessary to assist in the performance or furnishing of the services. Allen & Hoshall shall not be required to employ any Consultant unacceptable to Allen & Hoshall.

D. Allen & Hoshall and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Allen & Hoshall's scope of services, times of performance, or compensation.

E. Owner shall be responsible for, and Allen & Hoshall may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Allen & Hoshall pursuant to this Agreement. Allen & Hoshall may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. Allen & Hoshall shall not be required to sign any documents, no matter by whom requested, that would result in Allen & Hoshall having to certify, guarantee or warrant the existence of conditions whose existence Allen & Hoshall cannot ascertain. Owner agrees not to make resolution of any dispute with Allen & Hoshall or payment of any amount due to Allen & Hoshall in any way contingent upon Allen & Hoshall's signing of any such certification.

G. Allen & Hoshall shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Allen & Hoshall have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

7.02 Design without Construction Phase Services.

A. For each design performed or furnished by Allen & Hoshall, if Owner does not retain Allen & Hoshall, by Work Authorization or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Allen & Hoshall shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against Allen & Hoshall that may be in any way connected thereto. In such a case, Allen & Hoshall's Basic Services under the applicable Work Authorization will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and Work Authorization.

7.03 Use of Documents.

A. All documents are instruments of service in respect to the Specific Project Assignment and Allen & Hoshall will retain an ownership and property interest in all documents including Drawings, Specifications and computer sensible media, including but not limited to diskettes, tapes, etc., prepared or furnished by it pursuant to this Agreement, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Allen & Hoshall for the specific purpose intended will be at Owner's sole risk. Any such verification or adaptation by Allen & Hoshall will entitle Allen & Hoshall to further compensation at rates to be agreed upon with Owner.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

7.04 Hazardous Materials.

A. Except to the extent otherwise expressly provided in this Agreement, Allen & Hoshall shall have no responsibility for the discovery, presence, storage, handling, removal or disposal of, or exposure of persons to, or testing for, hazardous materials in any form on, in, under or about the Project or any adjoining or neighboring property or elsewhere, including but not limited to asbestos, asbestos-containing products, underground tanks, polychlorinated biphenyls (PCBs), radon, petroleum or petroleum products or other toxic or hazardous substances, wastes or materials.

7.05 Termination, Suspension or Abandonment.

A. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

B. In the event of termination not the fault of Allen & Hoshall, Allen & Hoshall shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

C. If the Assignment is suspended by the Owner for more than 30 consecutive days, Allen & Hoshall shall be compensated for services performed prior to notice of such suspension. When the Assignment is resumed, Allen & Hoshall's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Allen & Hoshall's services.

D. Owner may terminate this Agreement for any reason or for no reason at all upon sixty (60) days written notice to Allen & Hoshall.

7.06 Controlling Law.

A. This agreement is to be governed by the law of the State of Tennessee.

7.07 Successors, Assigns, and Beneficiaries.

A. This Agreement will be binding upon and inure to the benefit of Owner and Allen & Hoshall and their respective successors and permitted assigns. Neither party will have the right to assign any right, duty or interest hereunder without the written consent of the other party.

7.08 Dispute Resolution.

A. Owner and Allen & Hoshall agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of Paragraph 7.08 B.

B. Owner and Allen & Hoshall agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Work Authorization, or the breach thereof ("Disputes") to mediation by a mutually agreeable mediator or mediation service.

C. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a court of competent jurisdiction in Shelby County, Tennessee.

7.09 Headings.

A. The headings used in the Agreement are for general reference only and do not have special significance.

7.10 Definitions.

Terms used in this Agreement and associated Work Authorizations shall be as defined in STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION (EJCDC No. E-505 (2004 Edition)) as prepared by the Engineers Joint Contract Documents Committee

7.11 Rights of Third Parties

Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other that the Owner and Allen & Hoshall, and their respective successors and permitted assigns.

7.12 Severability.

If any provision of this Agreement or any part thereof will be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement will be enforceable and enforced as if such invalid or unenforceable provision or part had not been included.

7.13 Entire Agreement; Amendment.

This Agreement, Work Authorizations, and associated Exhibits executed hereunder constitute the entire agreement between Owner and Allen & Hoshall and supersede all prior written or oral understandings. This Agreement and associated Work Authorizations may be amended, supplemented, or modified only by a written instrument signed by both parties.

ARTICLE 8
PROFESSIONAL LIABILITY INSURANCE
ALLOCATION OF RISKS

8.01 Insurance

At all times when any Work Authorization is under performance, Allen & Hoshall shall procure and maintain Professional Liability Insurance.

8.02 Liability Limitation and Indemnification.

A. Owner and Allen & Hoshall have discussed their risks, rewards and benefits of the Project and Allen & Hoshall's total fee for services. Based upon all allocation of risks mutually agreed upon by Owner and Allen & Hoshall, Inc., Owner agrees that, to the fullest extent permitted by law, Allen & Hoshall's officers', directors', employees', agents', and Consultants' liability to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, damages (including consequential damages) or claim or litigation expenses (including attorney's fees) arising out of this agreement from any cause or causes shall not exceed the total amount of three (3) times the total Professional Services Fee paid to Allen & Hoshall as compensation for the Project Assignment up to a maximum amount of $500,000. Such causes include but are not limited to Allen & Hoshall's negligence (including professional negligence), errors, omissions, strict liability, breach of contract or breach of warranty express or implied.

B. Indemnification by Allen & Hoshall. To the fullest extent permitted by law, Allen & Hoshall shall indemnify and hold harmless Owner, and Owner's officers, directors,

partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Authorization, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the

extent caused by any negligent act or omission of Allen & Hoshall or Allen & Hoshall's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the Liability Limitation Provision of this Agreement.

ARTICLE 9
ADDITIONAL PROVISIONS

9.01 This Agreement is subject to the following additional provisions:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of December 12, 2019.

OWNER

By: [signature]

Title: MAYOR

Address for giving Notices:

____

ALLEN & HOSHALL, INC.

By: Ben S. Pearson

Title: PROJECT ENGINEER

Address for giving Notices______________________________

1661 International Drive, Suite 100
Memphis, TN 38120

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, August 15, 2024

Subject: **Resolution** - approving an agreement with CivicPlus for CivicClerk and CP Media annual renewals.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-109-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 Annual Budget for the General Fund.

DISCUSSION

CivicClerk is a digital agenda management system that allows users to create meeting agendas, add items to those agendas, and upload supporting documents in an environment that can be viewed though the City's website. CivicClerk also archives these items for quick reference and convenient storage. CP Media is a core component of the CivicPlus platform and is accessible via all CivicPlus unified applications, including the CivicEngage website design and hosting solution and CivicClerk agenda and meeting management solution. CP Media can integrate live or recorded videos of meetings and events anywhere from a CivicEngage website that is easily accessible by citizens from any desktop or mobile device.

RESOLUTION R-109-2024

APPROVING AN AGREEMENT WITH CIVICPLUS FOR CIVICCLERK AND CP MEDIA ANNUAL RENEWALS

WHEREAS, the City of Lakeland, Tennessee, (the "City") desires applications for digital agenda management and meeting video streaming; and,

WHEREAS, CivicPlus offers these applications as subscription-based services; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2025 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement in the amount of eighteen thousand thirty-one dollars and seventeen cents ($18,031.17).

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

ATTEST:

Josh Roman	Cheyenne Carter
Mayor	*City Recorder*

CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-72324-1
Date:	4/16/2024 8:00 AM
Customer:	LAKELAND, TENNESSEE

QTY	Product Name	DESCRIPTION
1.00	CivicClerk- Premium Annual Fee Renewal	CivicClerk- Premium Annual Fee
1.00	Agenda and Meeting Management Select: Media Annual Fee Renewal	CP Media Annual - Premium (Unlimited Storage)

Annual Recurring Services - Initial Term	USD 18,031.17
Annual Recurring Services - (Subject to Uplift)	USD 18,031.17

1. This renewal Statement of Work ("SOW") is between City of Lakeland (“Customer”) and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term starting at the Customer’s next renewal date of 8/14/2024 and running for twelve months (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

____

Name:

____

Title:

____

Date:

____

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:

5/21/2024

____

RESOLUTION R-110-2024

AMENDING THE BYLAWS OF THE COMMUNITY ADVISORY BOARD

WHEREAS, the Lakeland Community Advisory Board (the "CAB") bylaws were adopted via Resolution R-73-2022 on July 7, 2022; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the "Board") revised the CAB bylaws via Resolution R-3-2024, adopted on February 1, 2024; and,

WHEREAS, the Board desires to amend the CAB bylaws further, adding at-large members who may serve on the CAB in the case of member absences:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the attached amended bylaws of the Community Advisory Board of the City of Lakeland are hereby approved.

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

ATTEST:

____________________________	____________________________
Josh Roman	Cheyenne Carter
Mayor	*City Recorder*

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Community Advisory Board (CAB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to inform the Lakeland Board of Commissioners (BOC) on matters that affect the vitality of all Lakeland neighborhoods. The key objectives of the Lakeland Community Advisory Board include:

- Improve communication between Lakeland residents, City staff and Board of Commissioners
- Provide citizens the opportunity for early engagement on important community issues/concerns
- Create an opportunity for Lakeland residents to learn more about City government and departments
- Provide input directly from their respective neighborhood areas to inform staff and Board of Commissioners to effectively allocate resources

Section 2. This Board operates under the authority of the BOC.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

a. This body shall be composed of nine (9) members, one of which shall be a member of the BOC. The remaining eight (8) members shall be referred to as "Citizen Members".
b. In addition to the Citizen Members, the BOC may appoint up to five (5) persons to serve as "At-Large Members".
    a. At-Large Members shall serve as "alternates" to Citizen Members, and shall have the rights of Citizen Members during meetings in which one or more Citizen Members are absent.

Section 2. Eligibility and appointment of members.

a. Special Qualifications.
    1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
b. Application process.
    1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
c. All members shall be appointed by the BOC as prescribed by Lakeland Municipal Code. Any necessary replacements shall be appointed by the BOC as soon as possible after a vacancy is declared to serve the remaining term for the previous CAB member.

d. All members of the CAB shall serve on a volunteer basis.

Section 3. The term of membership for all Citizen Members shall be two (2) years and the terms of the Citizen Members shall be staggered. The term of membership for the BOC Liaison shall be two (2) years. All members are eligible for multiple and/or consecutive terms of appointment. The term of membership for all At-Large Members shall be two (2) years, and staggering of membership terms is not required.

Section 4. Membership requirements.

a. Requirements for maintaining membership for Citizen Members:
   1. Attendance – a Citizen Member must attend at least 4 of the 6 bi-monthly meetings within a rolling twelve-month period.

Section 5. Resignation.

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

Section 6. Vacancies

a. The BOC shall have the authority to remove any member of this Board, with or without cause, as provided for by the Lakeland Municipal Code or BOC Resolution.

ARTICLE 4. OFFICERS.

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

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

b. Vice-Chair
   1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

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

Section 2. Nominations and election of officers

a. Officers shall be elected by a majority vote of the members of the Board.

b. Election of officers shall take place at the first regularly-scheduled meeting of this Board each calendar year.

Section 3. Term of office

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

Section 4. Removal from office

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

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

a. There will be regular meetings of this body at Lakeland City Hall on the second Tuesday of the month on a bi-monthly basis at 5:30pm, or as otherwise set by the BOC for each calendar year. At regular meetings, members meet to conduct the business of this body.

b. There will be an annual meeting of this body at Lakeland City Hall. The annual meeting shall be the first regularly-scheduled meeting of each calendar year. At the annual meeting, members meet to conduct the business of this body and to elect officers.

c. All CAB meetings are open to the public.

d. Notice requirements.

1. Prior written notice shall be provided of any meeting, and shall be satisfied by the publication of the meeting schedule on the City's website annually, as set by the BOC. In no cases shall a meeting occur without forty-eight (48) hours public notice in accordance with State of Tennessee requirements. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

Section 2. Order of business at regular meetings.

a. The order of business at regular meetings of this body shall be:
1. Call to order,
2. Roll call,
3. Consent Agenda (including approval of minutes of previous meeting(s),
4. Consideration and possible action on items removed from the Consent Agenda,
5. Public discussion,
6. Reports from Officers and Staff,
7. Unfinished business,
8. New business,
9. Announcements, and,

10. Adjournment.

Section 3. Order of business at annual meetings.

a. The order of business at annual meetings of this body shall be:
   1. Call to order,
   2. Roll call,
   3. Election of Officers,
   4. Consent Agenda (including approval of minutes of previous meeting(s),
   5. Consideration and possible action on items removed from the Consent Agenda,
   6. Public discussion,
   7. Reports from Officers and Staff,
   8. Unfinished business,
   9. New business,
   10. Announcements, and,
   11. Adjournment.

Section 4. Quorum.

a. A majority of the Citizen Members and BOC Liaison of this body constitute a quorum to conduct business at all meetings.
   a. In the absence of a Citizen Member at any meeting of the CAB, an At-Large Member shall serve as an alternate for the absent Citizen Member and, for the duration of the meeting, count toward quorum and shall have all voting rights of the absent Citizen Member.

b. In the event that a Citizen Member is unable to attend a meeting of this body, the absent Citizen Member may participate by electronic or other means of communication provided, as available, however, that only those present in person may constitute a quorum and have the right to vote on any actions taken.

Section 5. Special meetings.

a. Special meetings of this body may be called by the Chair or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.

b. Members shall be provided at least forty eight (48) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

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

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

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

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section 1. The rules contained in the most recent official edition of Robert's Rules of Order shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. These rules may be amended by BOC resolution.

Lakeland Community Advisory Board By-Laws

Amended: *February 1, 2024*

Amended: *August 15, 2024*

ATTEST:

______________________________ _________________________

Cheyenne Carter, *City Recorder* Date

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Community Advisory Board (CAB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to inform the Lakeland Board of Commissioners (BOC) on matters that affect the vitality of all Lakeland neighborhoods. The key objectives of the Lakeland Community Advisory Board include:

- Improve communication between Lakeland residents, City staff and Board of Commissioners
- Provide citizens the opportunity for early engagement on important community issues/concerns
- Create an opportunity for Lakeland residents to learn more about City government and departments
- Provide input directly from their respective neighborhood areas to inform staff and Board of Commissioners to effectively allocate resources

Section 2. This Board operates under the authority of the BOC.

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

a. This body shall be composed of nine (9) members, one of which shall be a member of the BOC. The remaining eight (8) members shall be referred to as "Citizen Members".

b. In addition to the Citizen Members, the BOC may appoint up to five (5) persons to serve as "At-Large Members".

   a. At-Large Members shall serve as "alternates" to Citizen Members, and shall have the rights of Citizen Members during meetings in which one or more Citizen Members are absent.

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Section 2. Eligibility and appointment of members.

a. Special Qualifications.

   1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.

b. Application process.

   1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.

c. All members shall be appointed by the BOC as prescribed by Lakeland Municipal Code. Any necessary replacements shall be appointed by the BOC as soon as possible after a vacancy is declared to serve the remaining term for the previous CAB member.

d. All members of the CAB shall serve on a volunteer basis.

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Section 5. Resignation.

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

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a. The BOC shall have the authority to remove any member of this Board, with or without cause, as provided for by the Lakeland Municipal Code or BOC Resolution.

ARTICLE 4. OFFICERS.

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

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1. The Vice-Chair shall perform all duties of the Chair in the absence of the Chair and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

c. Secretary

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

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b. Election of officers shall take place at the first regularly-scheduled meeting of this Board each calendar year.

Section 3. Term of office

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

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

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Section 1. Meeting days.

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b. There will be an annual meeting of this body at Lakeland City Hall. The annual meeting shall be the first regularly-scheduled meeting of each calendar year. At the annual meeting, members meet to conduct the business of this body and to elect officers.

c. All CAB meetings are open to the public.

d. Notice requirements.

1. Prior written notice shall be provided of any meeting, and shall be satisfied by the publication of the meeting schedule on the City's website annually, as set by the BOC. In no cases shall a meeting occur without forty-eight (48) hours public notice in accordance with State of Tennessee requirements. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

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5. Public discussion,
6. Reports from Officers and Staff,
7. Unfinished business,
8. New business,
9. Announcements, and,

10. Adjournment.

Section 3. Order of business at annual meetings.

a. The order of business at annual meetings of this body shall be:
   1. Call to order,
   2. Roll call,
   3. Election of Officers,
   4. Consent Agenda (including approval of minutes of previous meeting(s),
   5. Consideration and possible action on items removed from the Consent Agenda,
   6. Public discussion,
   7. Reports from Officers and Staff,
   8. Unfinished business,
   9. New business,
   10. Announcements, and,
   11. Adjournment.

Section 4. Quorum.

a. A majority of the Citizen Members and BOC Liaison of this body constitute a quorum to conduct business at all meetings.
   a. In the absence of a Citizen Member at any meeting of the CAB, an At-Large Member shall serve as an alternate for the absent Citizen Member and, for the duration of the meeting, count toward quorum and shall have all voting rights of the absent Citizen Member.

b. In the event that a Citizen Member is unable to attend a meeting of this body, the absent Citizen Member may participate by electronic or other means of communication provided, as available, however, that only those present in person may constitute a quorum and have the right to vote on any actions taken.

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Section 5. Special meetings.

a. Special meetings of this body may be called by the Chair or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.

b. Members shall be provided at least forty eight (48) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published on the City of Lakeland's website and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

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

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

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

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section 1. The rules contained in the most recent official edition of Robert's Rules of Order shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section 1. These rules may be amended by BOC resolution.

Lakeland Community Advisory Board By-Laws

Amended: *February 1, 2024*

Amended: *August 15, 2024*

ATTEST:

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______________________________ ________________________

Cheyenne Carter, *City Recorder* Date

RESOLUTION R-111-2024

APPOINTMENTS TO THE CITY OF LAKELAND
COMMUNITY ADVISORY BOARD

WHEREAS, the City of Lakeland Community Advisory Board (the "CAB") plays a vital role in helping communicate items from and recommend items to the Board of Commissioners on behalf of the best interest of the citizens of Lakeland; and,

WHEREAS, the CAB has four vacant positions representing Districts 1, 5, 6 and 8 of the City of Lakeland, and five At Large vacant positions as defined by the CAB Bylaws; and,

WHEREAS, the Lakeland Board of Commissioners has the authority to appoint members to the CAB:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the persons listed below be appointed to the City of Lakeland Community Advisory Board to serve a term expiring July 1, 2025.

District 1 ______________________________

District 5 ______________________________

District 6 ______________________________

District 8 ______________________________

At Large 1 ______________________________

At Large 2 ______________________________

At Large 3 ______________________________

At Large 4 ______________________________

At Large 5 ______________________________

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

ATTEST:

______________________________ ______________________________

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Community Advisory Board
Applicant Summary

District 1 (one applicant selected as Citizen Member):

1. Jesse McCabe

Education (please list your highest level of education, any degree(s) attained, etc.)*	Bachelor Degree in Goverment, Southern Illinois Univ. 1970
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Former member on the Lakeland Design Review Committee. Former City of Lakeland employee, aproximately 6 years in various capacities.
What are your interests in serving on a Lakeland board or commission?*	I believe all areas of Lakeland need representation.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Other - Any Available Service Opportunity
What is your third choice of board or commission on which to serve?	Board of Appeals / Stormwater Board of Appeals
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	Operated my own home improvement business for approx. 20 years. Former Youth Villages memtor. Former chairman of local Sierra Club chapter
Reason you chose to volunteer	Somebody has to do it.

District 2 (At-Large Applicant, as Citizen Member seat is filled):

1. Lindsey Reap

Education (please list your highest level of education, any degree(s) attained, etc.)*	Doctor of Nursing -Executive Leadership -Candidate Vanderbilt University- Expected graduation May 2024 Master of Science in Nursing- Executive Leadership University of Memphis- May 2014 Bachelor of Science in Nursing University of Memphis- August 2009
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	I am a business-minded nurse executive looking to make a difference in a community I have been committed to my whole life. I have 15 years of Emergency Medicine experience, over 10 years of leadership experience in many settings, and currently work for an amazing pediatric oncology research institution.
What are your interests in serving on a Lakeland board or commission?*	I have 3 children in our Lakeland schools. We are heavily involved in LES and LPS. We have been committed to recreational sports in Lakeland for over 7 years now. As a Lakeland native, my interests are vast. I would like to continue to see Lakeland grow into a home for our family for generations to come.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Parks and Recreation / Natural Resources Board
What is your third choice of board or commission on which to serve?	Municipal Planning / Design Review Commission
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	Nurse Executive- Board Certified since April 2021
Reason you chose to volunteer	I was encouraged by my family to volunteer. As I near the end of my educational career, I would love to pour that extra time into the town I love.

District 5 (one applicant selected as Citizen Member; other applicants can be considered for At-Large):

1. Jon Paul Castorena
2. Thomas Fearnley
3. Daniel McGarry
4. Meghan Mendelson
5. Bella Christina Oberhansley
6. Reagen Paule
7. Cynthia Webb

1. Jon Paul Castorena

Education (please list your highest level of education, any degree(s) attained, etc.)*	Bachelor Business Administration Stephen F. Austin State University
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	High Business Acumen Healthcare Sector Experience 18 yrs. Bi-Lingual (English & Spanish)
What are your interests in serving on a Lakeland board or commission?*	Improve quality of life for residents by addressing local issues, help shape policy and regulations, economic expansion of Lakeland city, and be an overall active city participant.
What is your first choice of board or commission on which to serve?*	Industrial Development Board
What is your second choice of board or commission on which to serve?	Municipal Planning / Design Review Commission
What is your third choice of board or commission on which to serve?	Community Advisory Board
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	
Reason you chose to volunteer	Listed above in interests

2. Thomas Fearnley

Education (please list your highest level of education, any degree(s) attained, etc.)*	MBA
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	I bring strong analytical thinking, effective communication skills, and active community involvement.
What are your interests in serving on a Lakeland board or commission?*	I am interested in helping improve the Lakeland community.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Please select from this dropdown
What is your third choice of board or commission on which to serve?	Please select from this dropdown
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	
Reason you chose to volunteer	

3. Daniel McGarry

Education (please list your highest level of education, any degree(s) attained, etc.)*	Master';s Degree in Business Administration
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	My biggest skills are probably marketing and PR. I have years of expertise in marketing, public relations, and communications to effectively promote a board's initiatives and enhance its public image.
What are your interests in serving on a Lakeland board or commission?*	I want to help serve my community in any way I can.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Lakeland PULSE Comprehensive Plan Advisory Committee
What is your third choice of board or commission on which to serve?	Other - Any Available Service Opportunity
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	I have been in non-profit leadership for the past 10 years. I am an experienced photographer & videographer.
Reason you chose to volunteer	I genuinely want to help the city of Lakeland residents be informed and active in their local community

4. Meghan Mendelson

Education (please list your highest level of education, any degree(s) attained, etc.)*	MS Biomedical Engineering MBA Biomedical Management
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	marketing professional with excellent communication skills as well as an observant eye for details.
What are your interests in serving on a Lakeland board or commission?*	I am interested in continuing to better the place I live and specifically in maintaining the natural beauty of Lakeland, while also bringing suburban amenities to the community.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Please select from this dropdown
What is your third choice of board or commission on which to serve?	Please select from this dropdown
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	
Reason you chose to volunteer	

5. Bella Christina Oberhansley

Education (please list your highest level of education, any degree(s) attained, etc.)*	Some College (history focus) Culinary Arts (AEC) Certified Falcon Handler at Wild Flight UAE
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Not sure about unique, but I'm a chef, often comes in handy. When I was in college I trained under an Old Master so my art skills are reasonable. I worked for a marketing and graphic design firm after that, its always come in handy with volunteer jobs. I designed the logo for Dubai Mums Helping Hands during my 5 years of service with them and countless promotional materials in the past. I'm very flexible in scheduling, as I'm self unemployed.
What are your interests in serving on a Lakeland board or commission?*	I'd love volunteer for our city in any capacity that will help it continue to be the beautiful safe place we love it for.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Keep Lakeland Beautiful Advisory Board
What is your third choice of board or commission on which to serve?	Parks and Recreation / Natural Resources Board
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	I have been a Liason for the FedExFamilyHouse for the last two years and really enjoyed it. With that term ending, I have a little more free time and would love to have something a little closer to home. I saw a post about positions available here and thought it's a great place to start. I did see my address is in one of areas you need a volunteer, but I'm happy to help with something else as well.
Reason you chose to volunteer	I love being able to volunteer, and that I have a life that affords me that privilege. I know I am one of the few women who do not need to work for their family to make ends meet so I try to use my free time helping the communities we live in. When I was in college, I had family members who were hospitalized for several years and that's when the world of volunteering opened up to me. I was able to sleep at a Ronald McDonald house, people brought food, clothing, offered to take care of our pets. I began to sign up for things to do myself and a huge weight was lifted off of me. I've never stopped volunteering since, even small things make an impact.

6. Reagen Paule

Education (please list your highest level of education, any degree(s) attained, etc.)*	Bachelors of Computer Science
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Attention to detail and interest in the minutia or un-noticed.
What are your interests in serving on a Lakeland board or commission?*	Knowledge of current events and development in my community.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Municipal Planning / Design Review Commission
What is your third choice of board or commission on which to serve?	Industrial Development Board
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	Prior U.S. Army of Six Years. Veteran of Foriegn Wars life member. Awarded the Military Outstanding Volunteer Service Medal for work with the American Cancer Society.
Reason you chose to volunteer	Happy to help.

7. Cynthia Webb

Education (please list your highest level of education, any degree(s) attained, etc.)*	Bachelor Degree in Organizational Mgmt
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Detailed oriented, great people skills and organizational skills.
What are your interests in serving on a Lakeland board or commission?*	I'd like t be involved in my local community
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Keep Lakeland Beautiful Advisory Board
What is your third choice of board or commission on which to serve?	Please select from this dropdown
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	Served on the Shelby Youth SportsBoard for 6 years and Best Buddies International- Mid-South Board for 3 years. Currently volunteers at the Forrest Spence Fund, and committee lead for Community Engagement for West Fraser, Inc.
Reason you chose to volunteer	

District 6 (one applicant selected as Citizen Member):

1. Amy Ethridge

Education (please list your highest level of education, any degree(s) attained, etc.)*	B.S. Management; Advanced Certified Paralegal through NALA.
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Through my decades as a Paralegal, I have worked with many types of people. In addition to valuing the protection of privacy and confidentiality, I have experience in diplomacy and active listening.
What are your interests in serving on a Lakeland board or commission?*	I feel like we should all be involved in our communities at all levels.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Municipal Planning / Design Review Commission
What is your third choice of board or commission on which to serve?	Other - Any Available Service Opportunity
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	I have volunteered at Toys for Tots, Ronald McDonald House, and the Memphis Shelby County School System.
Reason you chose to volunteer	I have performed as a volunteer for different agencies since high school and have always tried to be active in civil activities. I care about my community and would like to contribute to its continued growth and improvement.

District 7 (At-Large Applicant, as Citizen Member seat is filled):

1. Jason Eaton

Education (please list your highest level of education, any degree(s) attained, etc.)*	BS History, US Naval Academy MA International Relations & Joint Planning, US Naval War College
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	Current BOA member, 30 year Naval Officer with engineering and program management experience
What are your interests in serving on a Lakeland board or commission?*	Further involvement in Lakeland beyond BOA, representing rural and community interests in zone 8.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Lakeland PULSE Comprehensive Plan Advisory Committee
What is your third choice of board or commission on which to serve?	Municipal Planning / Design Review Commission
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	Current Scoutmaster, Troop 265 Attending Zoning 101 training in Bartlett on 13 AUG.
Reason you chose to volunteer	I have spent most of my life in this public service, worldwide. Being able to support the community those whom I live amongst is important to me and extremely fulfilling. As I watch Lakeland grow, I'd like to play an active role and not just remain on the sidelines.

District 8 (one applicant selected as Citizen Member; other applicant can be considered for At-Large):

1. Randall Hardy
2. Adam Bryant

1. Randall Hardy

Education (please list your highest level of education, any degree(s) attained, etc.)*	BA in Marketing at U of M.
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	40+ years in Leadership positions with Toshiba America, Federal Express and Wiremold Corporation.
What are your interests in serving on a Lakeland board or commission?*	I want to make a difference to build and improve the Lakeland community. Provide invaluable new knowledge and perspectives from community members in District 8. To ensure that policies are tailored to the real needs of the community and address any concerns the public may have regarding their life in Lakeland.
What is your first choice of board or commission on which to serve?*	Community Advisory Board
What is your second choice of board or commission on which to serve?	Please select from this dropdown
What is your third choice of board or commission on which to serve?	Please select from this dropdown
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	
Reason you chose to volunteer	

2. Adam Bryant

Education (please list your highest level of education, any degree(s) attained, etc.)*	Minor in Math BS in Electrical Engineering Masters in Business Administration
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	coaching Speaking and presentation skills
What are your interests in serving on a Lakeland board or commission?*	Sports or Recreation
What is your first choice of board or commission on which to serve?*	Parks and Recreation / Natural Resources Board
What is your second choice of board or commission on which to serve?	Community Advisory Board
What is your third choice of board or commission on which to serve?	Lakeland PULSE Comprehensive Plan Advisory Committee
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	
Reason you chose to volunteer	To contribute to the community in which I live