



Board of Commissioners
Regular Meeting Agenda
Thursday, September 19, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report
 - a. August Lakeland Crime Report
 2. City Manager's Report
 - a. September 2024 City Manager's Report
 3. Commissioners' Report
 - a. Industrial Development Board - *Mayor Roman*
 - b. Board of Education - *Commissioner Wright*
 - c. Parks and Recreation Board - *Vice Mayor Dial*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of previous meeting minutes** - August 15, 2024 (Beer

Board)

2. **Approval of previous meeting minutes** - August 15, 2024 (Regular Meeting)
3. **Approval of previous meeting minutes** - August 22, 2024 (Special Called Meeting)
4. **Resolution** - approving a multi-year agreement with CivicPlus for SeeClickFix renewal.
5. **Resolution** - approving the purchase of a Chevrolet 2500 truck from Wilson County Motor Company through State of Tennessee Statewide Contract #209.
6. **Resolution** - approving Memphis Light Gas and Water (MLGW) work order WO1447980 to provide electrical service utilities to the Lakeland Athletic Complex.
7. **Resolution** - approving the purchase of a pavilion for International Harvester Managerial Park from Bliss Products through Houston-Galveston Area Council (HGAC) purchasing cooperative contract #PR11-20.
8. **Resolution** - approving the purchase of a pavilion for City Hall Park from Bliss Products through Houston-Galveston Area Council (HGAC) purchasing cooperative contract #PR11-20.
9. **Resolution** - approving Change Order #2 for the Fiscal Year 2024 Street Paving Project.
10. **Resolution** - accepting the dedication of public improvements and authorizing a reduction in the security for public and common improvements Evergreen Planned Development Phase 1.
11. **Resolution** - authorizing Huber Technology to perform maintenance on the Scotts Creek Wastewater Treatment Plant step screen and wash press.
12. **Resolution** - authorizing Andritz Separation, Inc. to perform maintenance on the Scotts Creek Wastewater Treatment Plant heavy duty belt filter press.
13. **Resolution** – approving the purchase of two Toyota Tacoma 4WD trucks from Roberts Toyota through State of Tennessee Statewide

Contract #209.

14. **Resolution** – authorizing Memphis Road Boring Co., Inc. for the Sterling Place Pipe Relining project.
15. **Resolution** – authorizing Shelby Electric Co., Inc. to install back up power (UPS) for the traffic signal located at Canada Rd. and US Hwy 70.
16. **Resolution** - approving an agreement with Lindsey Champagne dba 901 Goats-Walkapony Goat Ranch for a Goat Yoga program in the City of Lakeland. *Sponsored by Vice-Mayor Dial*
17. **Resolution** - appointment to the City of Lakeland Community Advisory Board. *Sponsored by Vice-Mayor Dial*
18. **Resolution** - authorizing a grant application for DHS funds to assist with the early learning center component of the Lakeland Community Center. *Sponsored by Mayor Roman*
19. **Resolution** - authorizing the use of City property at 0 Huff N Puff Road Parcel ID L0159 00410 by the MidSouth Veterans League (MSVL) for a Veterans Day Flag Ceremony and a Flag Retirement Ceremony. *Sponsored by Mayor Roman*
20. **Resolution** - authorizing the Mayor to sign a proclamation establishing the City of Lakeland as a Purple Heart City. *Sponsored by Mayor Roman*
21. **Resolution** - authorizing the City Manager to execute a letter of intent submitted by The Lake District, LLC and negotiate a lease agreement with The Lake District, LLC to provide a physical location for the Shelby County Sheriff's Office in Lakeland. *Sponsored by Mayor Roman*
22. **Resolution** - in support of a comprehensive juvenile rehabilitation and detention center located in West Tennessee. *Sponsored by Mayor Roman*
23. **Discussion and Possible Action** - regarding the Plantation Woods Drive stream crossing.
24. **Discussion and Possible Action** - regarding Sunday parking on Huff N Puff Road. *Sponsored by Commissioner Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office

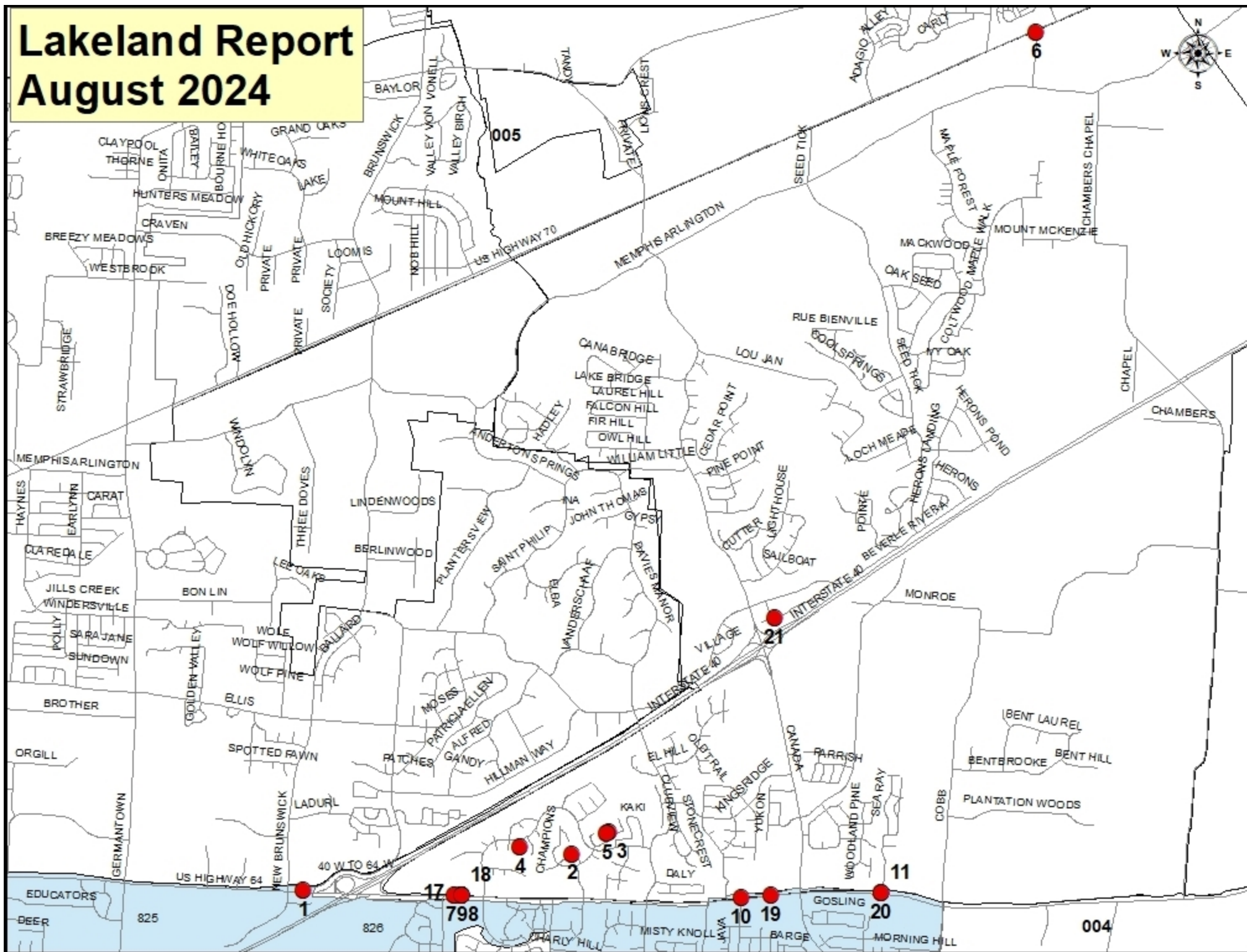


Crime Report

Lakeland
August 2024

Lakeland Report

August 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2408001313SH	MVT/Passenger Vehicle		8/31/2024
2	2408000522SH	MVT/Passenger Vehicle		8/12/2024
3	2408000589SH	MVT/Passenger Vehicle	BROKE CEILING	8/14/2024
4	2408000583SH	MVT/Passenger Vehicle	BROKE SIDE WINDOW	8/13/2024
5	2408000587SH	MVT/Passenger Vehicle	THROUGH UNLOCKED DOOR	8/13/2024
6	2408000781SH	Other Theft/Non-Specific		8/19/2024
7	2408001256SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	8/29/2024
8	2408000772SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	8/19/2024
9	2408000779SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/19/2024
10	2408000794SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/19/2024
11	2408000100SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/3/2024
12	2408000249SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/6/2024
13	2408000250SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/6/2024
14	2408000542SH	Shoplifting/Misdemeanor	FRONT DOOR	8/13/2024
15	2408000670SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR FRONT DOOR	8/16/2024
16	2408000629SH	Shoplifting/Misdemeanor	FRONT DOOR	8/15/2024
17	2408000610SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/14/2024
18	2408000636SH	Theft from Building	LAWFUL FRONT DOOR	8/15/2024
19	2408000688SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR SIDE DOOR	8/17/2024
20	2408000033SH	Theft from Motor Vehicle	SIDE WINDOW	8/1/2024
21	2408000648SH	Theft from Semi-trailer	BROKE REAR DOOR	8/15/2024

All Incident Count

Incident	Count
MVT/Passenger Vehicle	5
Other Theft/Non-Specific	1
Shoplifting/Misdemeanor	11
Theft from Building	1
Theft from Motor Vehicle	2
Theft from Semi-trailer	1
Simple Assault	1
Grand Total	22

Tracked Count

Tracked Crimes	Aug-24	Jul-24	Aug-23
Agg Assault	0	0	0
Burg Bus	0	0	1
Burg Const	0	0	0
Burg Res	0	1	1
MVT	5	2	3
Other Lar	12	5	6
Robb Ind	0	0	0
Theft Fm Bldg	1	1	0
Theft fm Mot Veh	3	2	5
Vandalism	0	1	2
Totals	21	12	18

END OF PRESENTATION



Beer Board

Meeting Minutes

Thursday, August 15, 2024, 5:00 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:00 p.m. on Thursday, August 15, 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, Finance Director Sue Matthews, Planning Director Paul Luker, Staff Engineer Luis Camarillo Hernandez, and City Recorder Cheyenne Carter.

V. PUBLIC COMMENTS:

No public comments were heard.

VI. REGULAR AGENDA:

1. **Resolution** - approving an on-premises beer permit for Margaritas of Lakeland Inc located at 9752 Market Green Place North.

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

Planning Director Paul Luker presented this item.

Discussion ensued.

For the record: The applicant answered questions at the request of the board.

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

VII. ANNOUNCEMENTS:
None.

VIII. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at 5:03pm on Thursday, August 15, 2024.

These minutes were approved on September 19, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners
Regular Meeting Minutes
Thursday, August 15, 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 5:28 p.m. on Thursday, August 15, 2024.

II. INVOCATION:

Provided at the prior Beer Board meeting held at 5:00pm.

III. PLEDGE:

Provided at the prior Beer Board meeting held at 5:00pm.

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, Finance Director Sue Matthews, ITS Director Josh Thompson, Planning Director Paul Luker, Staff Engineer Luis Hernandez Camarillo, Judge Kim Koratsky and City Recorder Cheyenne Carter.

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*

For the record: No public comments were heard.

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.

For the record: No public comments were heard.

VI. TREASURER'S REPORT:

1. May 2024 FYTD Treasurer's Report

Finance Director Sue Matthews offered this report.

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

1. Sheriff's Report

a. July Lakeland Crime Report

For the record: Mayor Roman moved to present this item before the Treasurer's Report; no objections were heard.

Sergeant Shaw offered this report.

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

Judge Kim Koratsky offered this report.

For the record: Mayor Roman requested action from City Attorney Will Patterson by requesting an annual evaluation for Judge Kim Koratsky to be completed by the Board of Commissioners members.

3. City Manager's Report

a. August 2024 City Manager's Report

City Manager Michael Walker offered this report.

4. City Attorney's Update

City Attorney Will Patterson offered this report.

5. Commissioners' Report

a. Lakeland Board of Education - *Commissioner Wright*
Commissioner Wright offered this report.

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

c. Community Advisory Board - *Vice Mayor Dial*
Vice Mayor Dial offered this report.

d. Industrial Development Board - *Mayor Roman*
Mayor Roman offered this report.

VIII. PUBLIC COMMENTS:

1. Randall Hardy of the 10000 block of Plantation Woods Dr.

For the record: Mayor Roman requested action from City Manager Michael Walker by requesting the concern, brought forth from resident Randall Hardy in their public comment, to be added as a discussion item on the September 5, 2024 Board of Commissioners regular meeting agenda.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

None.

XI. REGULAR AGENDA:

For the record: Mayor Roman moved to add item number 14 to the regular agenda: Discussion and Possible Action regarding the compensation of City Manager Michael Walker. One objection was heard; a roll call vote was called.

When the question was called the motion to add regular agenda item number 14 passed, 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

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

For the record: Mayor Roman moved to reorder this item as the first order of business; no objections were heard.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

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

For the record: Mayor Roman moved to discuss this item as the second order of business; no objections were heard.

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

City Manager Michael Walker presented this item.

Discussion ensued.

For the record: Mayor Roman moved to amend the bylaws to include six (6) At-Large members, seconded by Commissioner Atkinson; no objections were heard.

Discussion ensued.

When the question was called the resolution passed as amended, 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

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

For the record: Mayor Roman moved to discuss this item as the third order of business; no objections were heard.

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

City Manager Michael Walker presented this item.

For the record: Mayor Roman requested the applicants in attendance to provide additional information regarding their application.

1. Amy Ethridge of the 3000 block of Stonecrest Circle

2. Lindsey Reap of the 10000 block of Hampton Dr.
3. JP Castorena of the 4000 block of Herons Pond Lane.
4. Daniel McGarry of the 4000 block of Maple Walk Drive.
5. Meghan Mendelson of the 4000 block of Maple Walk Drive.
6. Jason Eaton of the 10000 block of Monroe Road.

Discussion ensued.

For the record: Mayor Roman motioned to amend the resolution, seconded by Commissioner Atkinson, no objections were heard:

- District 1: Vacant
- District 5: Jon Paul "JP" Castorena
- District 6: Amy Ethridge
- District 8: Jason Eaton
- At-Large 1: Lindsey Reap
- At-Large 2: Reagen Paule
- At-Large 3: Daniel McGarry
- At-Large 4: Meghan Mendleson
- At-Large 5: Adam Bryant

For the record: At-Large 6 opening was deferred for discussion and vote at the September 5th regular BOC meeting.

Discussion ensued.

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

For the record: Mayor Roman moved to take a 3 minute recess, no objections were heard. The meeting resumed at 7:05pm.

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

For the record: Mayor Roman moved to discuss this item as the fourth order of business; no objections were heard.

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

Mayor Roman presented this item.

Discussion ensued.

For the record: Mayor Roman moved to bring Resolution R-117-2024 to the floor for a vote.

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

Discussion ensued.

When the question was called the resolution passed as presented, 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

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

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

Discussion ensued.

When the question was called the minutes 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

2. **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*

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

Discussion ensued.

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

3. **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.

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

Discussion ensued.

When the question was called 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 an agreement with Traf-Mark Industries, LLC for the installation of crosswalk markings.

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

Staff Engineer Luis Camarillo Hernandez 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 an agreement with Gibson Paving, Inc. for the Fiscal Year 2025 Street Patching project.

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

Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, 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

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

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

8. **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.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

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

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, 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

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

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, 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

14. **Discussion and Possible Action** - regarding compensation of City Manager Michael Walker. *(added from the floor)*

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

Mayor Roman presented this item.

Discussion ensued.

For the record: Mayor Roman moved to direct Finance Director Sue Matthews to compensate Michael Walker in the amount of \$15,000 as a one time annual bonus, seconded by Commissioner Atkinson.

Discussion ensued.

When the question was called the motion passed as presented, 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

XII. ANNOUNCEMENTS:

1. Mayor Roman provided additional context to the public comments section of this meeting.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 8:06pm on Thursday, August 15, 2024.

These minutes were approved on September 19, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners
Special Called Meeting Minutes
Thursday, August 22, 2024, 6:00 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 6:04 p.m. on Thursday, August 22, 2024.

II. INVOCATION:

The invocation was offered by Mayor Josh Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Josh Roman.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, Planning Director Paul Luker and Community Development Specialist Lisa West (as acting recorder).

V. PUBLIC COMMENTS:

None.

VI. REGULAR AGENDA:

1. **Resolution** - approving the Economic Impact Plan and Tax Increment Financing Plan for Lakeland Safe City TIF and authorizing the submission of said plan to the County Commission of Shelby County, Tennessee. *Sponsored by Mayor Roman*

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

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor 0 against 0 abstain (3-0-0).

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

Nay: None

Abstain: None

2. **Resolution** - approving a loan commitment letter with FirstBank for the development of Lakeland Gateway. *Sponsored by Mayor Roman*

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, roll call vote, 3 in favor 0 against 0 abstain (3-0-0).

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

Nay: None

Abstain: None

VII. ANNOUNCEMENTS:

1. City Manager Michael Walker announced the opening of the Vietnam Traveling Memorial Wall.

VIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:08pm on Thursday, August 22, 2024.

These minutes were approved on September 19, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving a multi-year agreement with CivicPlus for SeeClickFix renewal.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-127-2024.

BUDGET IMPACT

This expense is included in the Fiscal Year 2025 Annual Budget in the General Fund.

DISCUSSION

The SeeClickFix application allows residents to report issues or concerns they encounter within the City and communicate those issues directly to City staff. Using the Lakeland Connect mobile application, users can report non-emergent issues and code violations as well as request available services. The SeeClickFix site can also be accessed from the City's official website. This solution integrates with Cityworks AMS platform and will serve as one piece of a communication strategy that seeks to better engage residents and City staff. The agreement covers a three-year term that limits the annual increase during that term to five percent. A guaranteed annual increase of five percent is desirable as this application has increased as much as fourteen percent in the past.

RESOLUTION R-127-2024

APPROVING A MULTI-YEAR AGREEMENT WITH CIVICPLUS FOR SECLICKFIX
RENEWAL

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires an application for citizen reporting and request management; and,

WHEREAS, CivicPlus offers an application as a subscription-based service; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2025 Annual Budget in 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 and directed to execute a multi-year agreement in the amount of Forty-Seven Thousand One Hundred Sixty-Nine Dollars and Twenty-Nine Cents (\$47,169.29).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: City of Lakeland, TN

Bill To: City of Lakeland, TN

TN – City of Lakeland – SeeClickFix - Statement of Work

QTY	Product Description	PRODUCT TYPE
1	SeeClickFix- Hosted integration with Cityworks, AMS (online or on-premise), for service requests and/or work orders. Requires Cityworks version 15+, and license for Citizen Engagement API.	Renewable
1	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve and measure request performance. Includes support and virtual training services.	Renewable
1	Marketplace App Annual Renewal	Renewable
Annual Recurring Services (10/19/2024-10/18/2025)		USD 14,962.50
Annual Recurring Services (10/19/2025-10/18/2026)		USD 15,710.63
Annual Recurring Services (10/19/2026-10/18/2027)		USD 16,496.16

1. This renewal Statement of Work ("SOW") is between City of Lakeland, TN ("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 from October 19, 2024 through October 18, 2027 ("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 shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on October 19 of each calendar year thereafter and be subject to a 5% uplift for each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving the purchase of a Chevrolet 2500 truck from Wilson County Motor Company through State of Tennessee Statewide Contract #209.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-126-2024.

BUDGET IMPACT

Funds for this resolution will be allocated via a transfer and/or amendment of the Fiscal Year 2025 budget.

DISCUSSION

The Parks and Recreation Department is looking to purchase a new Chevrolet 2500 4WD Crew Cab diesel truck. The City's code enforcement officer was involved in a car accident in June 2024 and left without a vehicle as a result. After internal discussion between the Parks and Recreation Department, the Planning department, and the City Manager, it was determined that the Ford Ranger assigned to the Parks and Recreation Department would be better served for the code enforcement officer to use. A diesel truck with more towing capacity has become an identified need for the Parks and Recreation Department. This purchase will be made from Wilson County Motor Company through State of Tennessee Statewide Contract #209.

RESOLUTION R-126-2024

APPROVING THE PURCHASE OF A CHEVROLET 2500 TRUCK
FROM WILSON COUNTY MOTOR COMPANY THROUGH STATE OF TENNESSEE
STATEWIDE CONTRACT #209

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a Chevrolet 2500 truck for Parks and Recreation; and,

WHEREAS, a Chevrolet 2500 truck is available for order and purchase from Wilson County Motor Company through State of Tennessee Statewide Contract #209; and,

WHEREAS, funding for this purchase will be allocated via a transfer and/or amendment of the Fiscal Year 2025 budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a Chevrolet 2500 truck in the amount of Fifty-Five Thousand Fifty-Three Dollars and Eighty Cents (\$55,053.80).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Wilson County Motors SWC#209 Vendor#0000000869

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck





Wilson County Motors SWC#209 Vendor#0000000869

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors SWC#209 Vendor#0000000869

Prepared By:

Sabrina Edwards

Wilson County Motors SWC#209 Vendor#0000000869

615-444-9642

Sabrina@wilsoncountyauto.com

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Data Version: 23238. Data Updated: Aug 21, 2024 8:33:00 PM PDT.



Wilson County Motors SWC#209 Vendor#0000000869

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$47,265.60	\$51,600.00
Total Options	\$5,793.20	\$10,450.00
Vehicle Subtotal	\$53,058.80	\$62,050.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$55,053.80	\$64,045.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	11150.00 lbs

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Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Selected Model and Options

MODEL			
CODE	MODEL	VQ2	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Work Truck	\$47,265.60	\$51,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS			
CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE			
CODE	DESCRIPTION	VQ2	MSRP
L5P	Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (470 hp [350.5 kW] @ 2800 rpm, 975 lb-ft of torque [1322 Nm] @ 1600 rpm) (Regular Cab model requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$8,351.20	\$9,490.00

TRANSMISSION			
CODE	DESCRIPTION	VQ2	MSRP
MGM	Transmission, Allison 10-Speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	Inc.	Inc.

GVWR			
CODE	DESCRIPTION	VQ2	MSRP
JGK	GVWR, 11,150 lbs. (5058 kg) (Included and only available with CK20743 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 17" wheels.)	Inc.	Inc.

AXLE			
CODE	DESCRIPTION	VQ2	MSRP
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

PREFERRED EQUIPMENT GROUP			
CODE	DESCRIPTION	VQ2	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
WHEELS			
CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00	\$0.00
TIRES			
CODE	DESCRIPTION	VQ2	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00	\$0.00
SPARE TIRE			
CODE	DESCRIPTION	VQ2	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.	Inc.
PAINT			
CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00
SEAT TYPE			
CODE	DESCRIPTION	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00	\$0.00
SEAT TRIM			
CODE	DESCRIPTION	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

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Wilson County Motors SWC#209 Vendor#0000000869

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

RADIO			
CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL			
CODE	DESCRIPTION	VQ2	MSRP
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.	Inc.
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	\$132.00	\$150.00

ADDITIONAL EQUIPMENT - EXTERIOR			
CODE	DESCRIPTION	VQ2	MSRP
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - OTHER			
CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet Processing Option	\$0.00	\$0.00

CUSTOM EQUIPMENT			
CODE	DESCRIPTION	VQ2	MSRP
Assist	Assistance	(\$3,500.00)	\$0.00
Fed Tire	Federal Tire Fee	\$10.00	\$10.00
Service	Service Markup	\$800.00	\$800.00
Options Total		\$5,793.20	\$10,450.00

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Wilson County Motors SWC#209 Vendor#0000000869

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Standard Equipment

Package
Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical
Durabed, pickup bed
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQB) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQB) LT245/75R17E all-season, blackwall tires are ordered.)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Entertainment

- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Vinyl seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)

Safety-Interior

OnStar One Essentials (OnStar One Business Essentials for Fleet) Drive confidently with core OnStar services including select mobile app commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar One Essentials includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar One Essentials is standard for 8 years; services may require an OnStar paid plan to continue thereafter. See OnStar.com for service descriptions and terms.)

Processing-Other

Trailerling Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailerling (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving Memphis Light Gas and Water (MLGW) work order WO1447980 to provide electrical service utilities to the Lakeland Athletic Complex.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-120-2024.

BUDGET IMPACT

Funds for this resolution are allocated in the Fiscal Year 2025 budget.

DISCUSSION

This work order will allow MLGW to provide electrical power service from Canada Road to the Lakeland Athletic Complex along the already-cleared route. MLGW will trim back the canopy to required width, install the poles and then run three-phase service for the Phase I lighting project. This resolution will replace R-22-2024 that originally approved single phase service for the Lakeland Athletic Complex. No money was expended from R-22-2024.

RESOLUTION R-120-2024

APPROVING MEMPHIS LIGHT GAS AND WATER (MLGW) WORK ORDER
WO1447980 TO PROVIDE ELECTRICAL SERVICE UTILITIES TO THE LAKELAND
ATHLETIC COMPLEX

WHEREAS, the City of Lakeland, Tennessee, (the “City”) has installed sports field lighting for the Lakeland Athletic Complex Phase I multi-purpose fields; and,

WHEREAS, Memphis Light Gas and Water (“MLGW”) will provide three-phase utility service to the Lakeland Athletic Complex Phase I as outlined in Work Order WO1447980; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2025 Annual Budget for the Park Development 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 the Memphis Light Gas and Water work order WO1447980 in the amount of Sixty-Three Thousand Five Hundred Eighty-Six Dollars and Fourteen Cents (\$63,586.14).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



MEMPHIS LIGHT, GAS AND WATER DIVISION
P.O. BOX 430 Memphis, Tennessee 38101-9969

ACCESS AGREEMENT

08/22/2024

CITY OF LAKELAND
10001 HIGHWAY 70
LAKELAND TN 38002-8068

WR#: **WO1447980 ELEC - GENERAL POWER SERVICE**

The undersigned hereby authorizes Memphis, Light, Gas, and Water Division to install either electric, natural gas, water services, or combination thereof, on their property described below:

9661 MEMPHIS ARLINGTON RD

without liability to the Division for damages due to necessary excavations adjacent to, over or under, customer's plants, trees, shrubs, grass, paving, landscaping, and underground private facilities such as fuel lines, electric, water, irrigation, sewer, septic lines, or drains, etc., It shall be the property owner's responsibility to mark the location of, or expose, any private underground facilities that may interfere with the Division's proposed installation.

SPECIAL INSTRUCTIONS OF PROPERTY OWNER LISTED BELOW

PROPERTY OWNER/AGENT

Giammarco, Brian Andrew

MEMPHIS LIGHT, GAS AND WATER DIVISION



MLGW MEMPHIS LIGHT, GAS AND WATER DIVISION

PO BOX 430 MEMPHIS, TENNESSEE 38101-0430

08/22/2024

CITY OF LAKELAND
10001 HIGHWAY 70
LAKELAND TN 38002-8068

RE: 9661 MEMPHIS ARLINGTON RD

WO#: WO1447980 ELEC - GENERAL POWER SERVICE

Dear Customer:

We have completed the design for the work you requested based upon the information provided by you and/or your contractors. The estimated cost of this work is \$63,586.14, provided payment is received and processed by MLGW within ninety (90) days from the date of this letter. The estimated cost may include **City of Memphis** Permit and Diminution fees for street repairs for associated excavations*. If you request any revisions, a new design and cost estimate will be required. While MLGW is able to provide initial cost estimates, some delays associated with your request may be unavoidable due to shortages of materials needed to complete your project. These delays cannot be prevented by MLGW, but we apologize for any inconvenience caused.

Unless stated otherwise in this letter, this cost does not include:

- The cost to perform any work outside MLGW's normal working hours.
- Costs from other utilities that may be involved with your project. Please contact these companies directly.
- The cost of any environmental remediation or any special precautions that we may need to take due to site conditions not identified at this time. Associated site issues are the customer's physical and financial responsibility and must be remedied prior to MLGW's construction.

MLGW must receive full payment before construction will be scheduled. You may return your check or money order in the enclosed return envelope or send your payment to MLGW Builder Services Center, 1665 Whitten Rd, Memphis, TN 38134. **The Builder Services Center is open Monday-Friday from 7:00 a.m. until 3:30 p.m. To ensure the proper processing of your payment, please include the above Work Order Number ("WO#") on your check.**

Please do not include payment for these construction costs with any utility bill payments. This will result in delays in properly crediting your account. Also, MLGW cannot accept cash payments for this work.

Any payment submitted on behalf of this quote shall be considered by MLGW as acceptance of the terms of this quote and MLGW to access the referenced premise(s) for the purpose of planning and/or performing this utility work. Following construction, MLGW must receive inspection clearance notification from the appropriate Construction Code Enforcement agency before turning on electric or gas meters.

Some work requires additional agreements or contracts. If so, all copies of each document enclosed with this letter must be signed by your Authorized Representative and returned to MLGW. Please make no changes to any of the enclosed documents without our prior permission.

We appreciate your business and look forward to serving you. If you need any additional information, please call me at

Sincerely,
Giammarco, Brian Andrew
MEMPHIS LIGHT, GAS, AND WATER DIVISION
Customer Engineering Department

*For additional information on the New Street Repair Fees Imposed by The City of Memphis, call 211 or click on the following link.
https://library.municode.com/TN/Memphis/codes/Code_of_Ordinances?nodeId=TIT12STSIPUPL_CH12-8STCU

MEMPHIS LIGHT, GAS AND WATER DIVISION

**CITY OF MEMPHIS
AGREEMENT FOR ELECTRIC SERVICE
FOR DEMANDS OF 5000 KILOWATTS OR LESS**

THIS AGREEMENT, Made this the 20th day of, August , 2024, between the Memphis Light, Gas and Water Division of the City of Memphis, Tennessee, after this call the "Division," and

**CITY OF LAKELAND SCHOOLS
9661 MEMPHIS ARLINGTON RD.
LAKELAND, TN 38002**

hereinafter this called the "Customer,"

WITNESSETH:

That in consideration of the premises, and of the conditions and covenants hereof, the parties have agreed as follows:

The Division will sell and deliver to the Customer, and the Customer will purchase from the Division electric energy to be used for the operation of Nonclassifiable Establishments by Customer at **9661 MEMPHIS ARLINGTON RD.** and at the rate applicable for this class of service, as the same may be lawfully fixed from time to time.

The present rate schedule for the quantity and rate use of electric energy sold under this contract is Schedule LS Annual which is attached hereto and made a part hereof.

The term of this contract shall be for 1 years from initial date of delivery. This contract cannot be canceled by Customer during its initial term and shall be automatically extended thereafter unless terminated as hereafter provided. This contract may be canceled by either party at the end of the initial term or at any later date by either party notifying the other party in writing not less than 90 prior to date on which service is to be terminated.

It is expressly understood and agreed that Customer shall pay at least the minimum monthly bill during each month of the term hereof, except as provided in Paragraph (12) of the Terms and Conditions on the reverse side hereof and Customer's obligation to pay same shall not be affected by bankruptcy, assignment for benefit of creditors, or other creditors' proceedings, abandonment or sale of its plant, or for any other reason without the written consent of the Division.

This contract, including the Terms and Conditions on the reverse side hereof, or attached hereto, represents the sole and only agreement between the parties with reference to the service contracted for herein, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns; provided that no assignment of any of the rights hereof shall be made by the Customer without written consent of the Division. This contract supersedes all previous contracts, if any, covering this service at this location.

**TERMS AND CONDITIONS
FOR DEMANDS OF 5000 KILOWATTS OR LESS**

- (1) Electric energy sold under this contract shall be in the form of alternating current at approximately 277/480 volts, 60 cycles, (3) three phase and **(4) four** wire, and shall be metered at approximately 277/480 volts. It shall be the duty of the Customer to protect all its appliances and fixtures against low voltage and single phase operations on a three phase circuit, and the Division shall not be liable for high voltage, except as a result of the Division's negligence.
- (2) The maximum thirty minute rate of use (demand) under this contract shall be **N/A** kilowatts.
- (3) Division shall apply a uniform **monthly customer charge of \$2.78** for service to each traffic signal system or athletic field lighting installation.
- (4) The point of delivery for electric energy sold under this contract shall be at Customer's service connection on Division's pole and maintenance by the Division of approximately the above stated voltage and frequency at said point of delivery shall constitute delivery of service for the purpose of this agreement.
- (5) The Division shall endeavor to furnish continuous electric service, but neither the Division nor the City of Memphis shall be liable in damages or otherwise for any interruptions of service whatsoever. Such interruptions of service shall include but not be limited to a reduction of the Division's electric energy by (a) its supplier thereof, or (b) by rules and regulations promulgated by duly authorized federal, state, or local governmental agency.
- (6) Bills shall be rendered monthly by the Division and shall be due and payable on receipt. If any bill is not paid by Customer on or before delinquent date shown on the bill, Division may suspend delivering electric energy to Customer until such bill shall have been paid, but the exercise of such right shall be in addition to any and all other remedies otherwise available to the Division.
- (7) In the event that (a) the Division shall cancel this agreement for any breach or default on the part of Customer, or (b) Customer should discontinue or abandon the operation of the plant or facility to be served hereunder, there shall immediately become due and payable to the Division as liquidated damages, and not as a penalty, an amount equal to the sum of the minimum amounts or minimum monthly bills computed for the entire period of the unexpired term hereunder. Such amount shall be in addition to any amounts then due for service under the provisions of this agreement. Temporary shutdowns, breakage of machinery, adverse business conditions, or other circumstances, shall not be deemed to constitute a discontinuance or abandonment of Customer's operations so long as customer continues to pay its bills, including minimum bills, when due. If, after signing this Agreement for Electric Service, the Customer does not take the service by reason of not occupying the premises or for any reason, the Customer shall reimburse the Division for such expense as the Division may have incurred.
- (8) Transformers, if required, and the meters and appliances necessary to register the electric energy for this service shall be furnished and installed by the Division and shall be and remain the property of the Division; provided, however, that when primary metering is installed, no transformers will be furnished by the Division on Customer's side of such primary metering. Customer shall provided suitable space and enclosure, if required, for Division's transformers, meters and appliances installed on Customer's premises and shall use reasonable care to protect them from damage or injury and shall permit no person other than an agent of the Division, or a person otherwise lawfully authorized, to tamper with, inspect, or remove the same; and the Division representatives are hereby expressly authorized to enter said premises at all reasonable hours for the purpose of inspecting Customer's wiring and appliances using electric energy for the protection of Division's equipment and proper metering, and for reading, inspecting, and repairing or removing its meters and other property.

(9) All wiring, transformers and/or other equipment on Customer's side of delivery point for the distribution or utilization of electric energy shall be owned by the Customer.

(10) The Division reserves the right, in the event Customer's load for a continuous period of more than ninety (90) days, does not require the use of transformers and other facilities furnished by the Division of the capacity installed for this contract, to substitute equipment necessary only to carry the load specified in this contract. Customer agrees not to increase the use of electricity beyond maximum provided in Paragraph (2) hereof, without executing a new contract and giving ample written notice to the Division to permit installation of equipment to carry the actual load; and in the event of damage to the Division's equipment by reason of such overload, Customer agrees to pay for such damage.

(11) Customer shall install and maintain at all times all wiring, equipment and other appurtenances, owned by Customer, located on his premises for use of electric energy contracted for herein in a condition conforming with the Division's requirements and all applicable ordinances and codes of the municipality or Shelby County.

(12) Division will not be responsible for any failure, shortage, or interruption of electrical energy due to Force Majeure. Force Majeure shall mean act of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accidents to electric transmission or distribution lines, the necessity for making repairs or alterations in machinery or transmission or distribution lines or any other cause, whether of the kind herein enumerated or not, not within the control of the Division, and which, by the exercise of reasonable care, the Division is unable to prevent or overcome, and whether occurring on Division's distributing system or on the transmission lines by which electrical energy is delivered to the Division. When Force Majeure occurs on Division's system and the shortage or interruption of delivery of electrical energy due to the Force Majeure is for a period of seventy-two (72) hours or longer, the Division will pro-rate the demand charge and/or minimum bill for that part of the billing period in which delivery of electrical energy was not affected by Force Majeure, but in no case shall the demand charge be less than the unpro-rated demand charge that the customer would pay for the demand occurring at the time of Division's simultaneous monthly system peak demand.

Customer will not be responsible as a result of the application of Force Majeure, which shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, arrests and restraint of rulers and peoples, civil disturbances, explosions, or any other cause, whether of the kind herein enumerated or no, not within the control of the Customer and which, by the exercise of reasonable care, the customer is unable to prevent or overcome, provided further nothing contained herein shall release customer from any minimum bill requirement other than those occasioned by the inability of the Division to deliver; provided further, that when the causes or contingencies cease to be operative, the Division shall resume delivery and customer shall resume taking electrical energy. When Force Majeure occurs on Customer's system and the shortage or interruption of delivery of electrical energy due to the Force Majeure is for a period of seventy-two (72) hours or longer, the Division will pro-rate the demand charge for that part of the billing period in which delivery of electrical energy was not affected by Force Majeure, but in no case shall the demand charge be less than the unpro-rated demand charge that the customer would pay for the demand occurring at the time of Division's simultaneous monthly system peak demand.

(13) This contract is subject to such reasonable rules and regulations as may be prescribed by Division from time to time. Rules and regulations are made a part hereof, the same being on file in the office of the Secretary of the Division and subject to inspection during business hours.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officers on the day and date first above written.

Customer

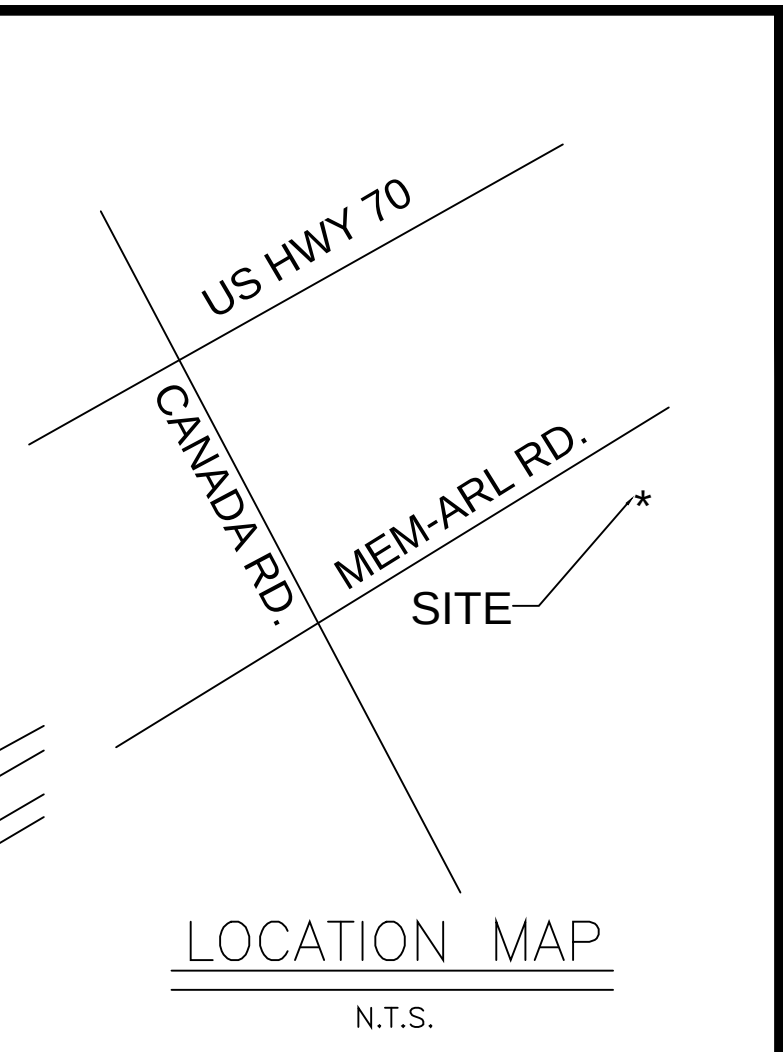
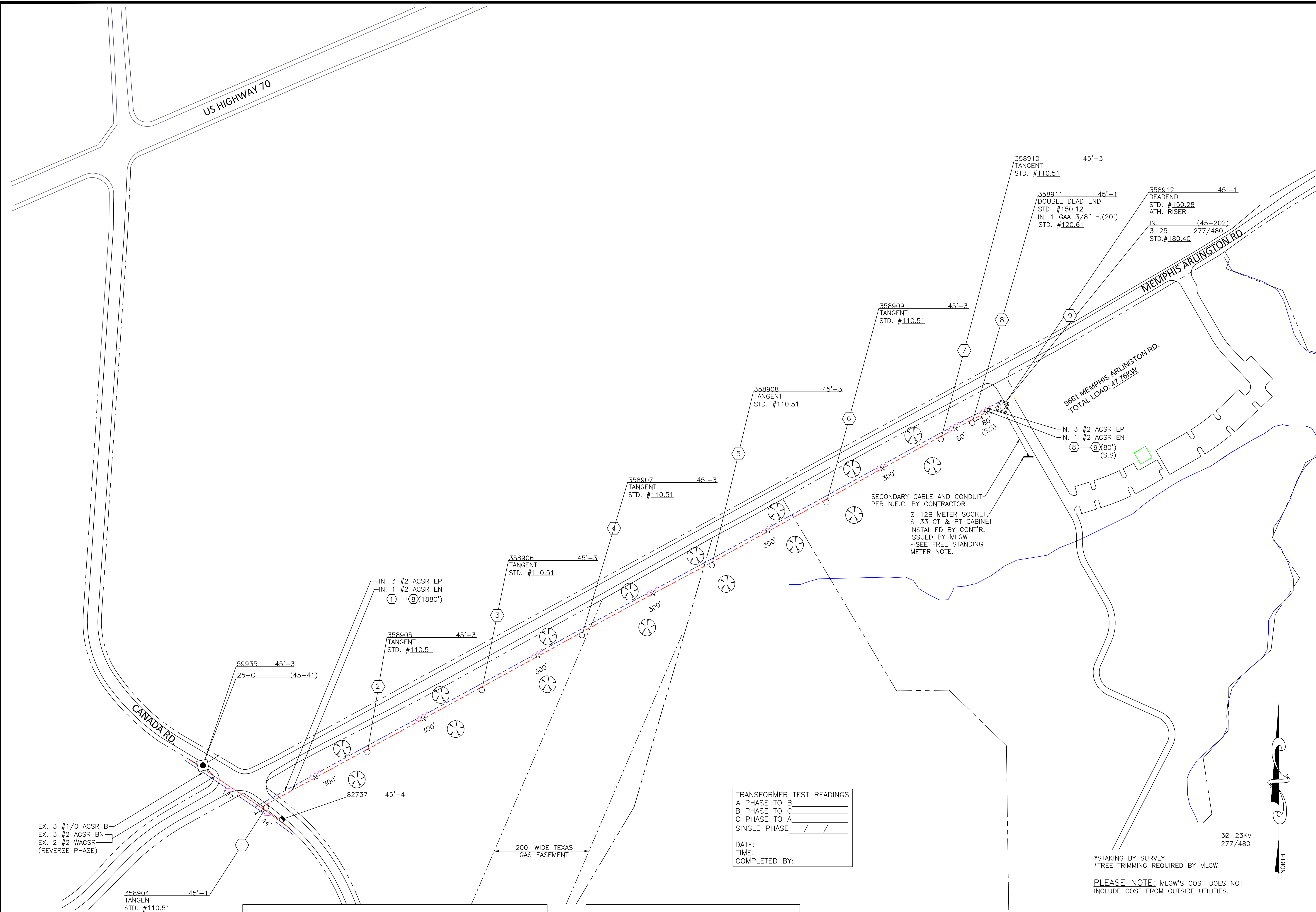
BY _____

TITLE _____

MEMPHIS LIGHT, GAS AND WATER DIVISION

BY _____
Manager, Electric Engineering Department

WO1447980



CUSTOMER/CONTRACTOR INFORMATION			
NAME: PATRICK O'MARA			
COMPANY: TOWN OF LAKELAND			
ADDRESS:			
CITY/STATE: ZIP:			
TELEPHONE: 901-867-2717			
MLGW INFORMATION/COORDINATION			
ENGINEERING: B. GIAMMARCO	TEL. NO. 729-8645		
CONSTRUCTION: A. BURSE	TEL. NO. 320-1737		
RELEVANT MLGW CONSTRUCTION STANDARDS			
• FACILITY PLACEMENT			
• DEPTH OF FACILITIES BURIAL			
72 HOURS BEFORE YOU DIG CALL "TN ONE CALL" 1-800-351-1111			
TREE TRIMMING			
☐ CUSTOMER TO TRIM TREES			
CUT	TRIM		
MEDIUM	MEDIUM		
SMALL	SMALL		
LARGE	LARGE 20		
NOTES			
• TRANSFER SETBACK FROM PROPERTY LINE			
• NUMBER OF HANDHOLES PULLING VALUITS			
• BUILDING LINE SETBACK-MINIMUM			
• WORST PULL FROM TO (LBS.)			
EXISTING KVA	ADDED KVA	TOTAL KVA	TRANSFORMERS
MLGW CHECKED FOR UNDERGROUND INTERFERENCE		STREET CUT PERMITS REQUIRED	
☐ RECORD	☐ FIELD	☐ YES	☐ NO
BY: B. GIAMMARCO		NUMBER OF FEET	
DATE: 7/8/24		PERMIT COST	
ROUTING INFORMATION			
☐ TELEPHONE COMPANY		☐ UTILITY COORDINATING ENGINEER	
☐ AT&T		☐ CUSTOMER ENGINEERING	
☐ MILLINGTON		☐ PLANNING & SYSTEMS ENGR	
☐ INVOLVED		☐ GAS ENGINEERING	
☐ FOR BILLING		☐ WATER ENGINEERING	
☐ CATV COMPANY		☐ RESIDENTIAL ENGINEERING	
☐ COMCAST		☐ ELECTRIC DIST. ENGINEERING	
☐ MILLINGTON		☐ RELIABILITY & POWER QUALITY ENGR	
☐ COMMUNICATIONS COMPANIES		☐ STREET LIGHT ENGINEERING	
☐ NEXT LINK		☐ UG TRANS & NETWORK ENGR	
☐ MCI		☐ ELECTRIC OPERATIONS	
☐		☐ POWER TEST	
☒ SURVEY		☐ POWER TRANSFORMER	
☐ STAKING REQUIRED		☐ DISTRIBUTION SUPPORT	
☐ CONST STAKING ONLY		☐ FORESTRY	
☐ RIGHT OF WAY		☐ GAS OPERATIONS	
☐ EASEMENTS REQUIRED		☐ CORROSION CONTROL	
☐ TREE TRIMMING PERMITS		☐ GAS FITTERS	
☐ SERVICE DISPATCHING		☐ COMMERCIAL & INDUSTRIAL GAS	
☐ ELECTRIC METER AREA		☐ LAND AND MAPPING	
☐ FIRE DEPARTMENT			
SURVEY INFORMATION			
SURVEY BY: DATE:		BOOK: PAGE:	
COORDINATES N: E:		LL: PAGE:	
PLAT NO:		PAGE:	
REMARKS:			
SERVICE CENTERS			
BC ☐ HHC ☐ SC ☐ NC ☐ SUPC ☐			
MEMPHIS LIGHT, GAS AND WATER DIVISION			
ELECTRICAL DISTRIBUTION SYSTEM			
CUSTOMER ENGINEERING			
TITLE/ADDRESS: 9661 MEMPHIS ARLINGTON RD.			
W.R. NO. W01447980			
JOB TYPE: ELEC- GEN POWER			
LOTS: SHEET 1 OF 1			
DRAWN BY: B. GIAMMARCO SCALE: 1"=100'			
DESIGNED BY: B. GIAMMARCO DATE: 7/8/24			
CHECKED BY: J. FATHI			
APPROVED BY: Allison Strawn			
TOWN CODE: LL			
ADDITIONAL COPIES TO: PAUL DICKINSON			
REVISION:			

EX. 3 #1/0 ACSR B
EX. 3 #2 ACSR BN
EX. 2 #2 WACSR
(REVERSE PHASE)

358904
TANGENT
STD. #110.51
DEADEND TAP
STD. #143.35
IN. 1 GAA 3/8" H.(20')
STD. #120.61
IN. 1 FUS 100A L D 2
IN. 1 CO 100 L D 2

CONTRACTOR NOTE: CONTRACTOR TO PROVIDE ALL NECESSARY CABLE, CONDUIT AND HARDWARE (EQUIPMENT) TO MAKE UP CUSTOMER'S SECONDARY RISER. CONDUIT TO BE SUFFICIENT LENGTH TO REACH 18" BELOW EXISTING MLGW'S SECONDARY. MLGW TO ATTACH RISER TO POLE AND MAKE ALL CONNECTIONS. MLGW IS NOT RESPONSIBLE FOR ANY DAMAGES TO CONTRACTOR'S EQUIPMENT WITH INSTALLATION OF NEW POLE.

METER STAND NOTE:
FREE STANDING METER CENTER TO CONSIST OF 2-2" GALVANIZED PIPES ANCHORED IN CONCRETE OR EQUIVALENT. METER TO BE LOCATED NOT MORE THAN 6' OR LESS THAN 3' ABOVE FINISHED GRADE.

TRANSFORMER TEST READINGS	
A PHASE TO B	
B PHASE TO C	
C PHASE TO A	
SINGLE PHASE	/ /
DATE:	
TIME:	
COMPLETED BY:	

CONSTRUCTION COMPLETED								CIRCUIT NO. 68307
DATE	FIELD CHANGES							SECTION BLOCK
	☐ YES							45 25
	☐ NO							
SUPERVISOR	REV.	BY	DATE	DESCRIPTION/REASON	DATE CHK'D	APP'D	MAP NO.	

**MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS**

**ELECTRIC SERVICE
SCHEDULE LS (E-3)
OUTDOOR LIGHTING RATE**

AVAILABILITY

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Electricity supplied under this rate schedule is for the exclusive use of the Customer and shall not be resold or shared with others.

PAYMENT

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Division's standard policy.

ADJUSTMENT

The energy charges in Part A and Part B of this rate schedule shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, the energy charge in Part A and Part B of this rate schedule shall be increased or decreased to correspond to increases or decreases determined by TVA in the value of the hydro generation benefit allocated to residential customers.)

DETERMINATION OF SEASONAL PERIODS

Service under this schedule shall not be subject to seasonal rates.

TENNESSEE VALLEY AUTHORITY FUEL COST AND PURCHASED POWER ADJUSTMENT RIDER

The energy charges in Part A and Part B below are subject to adjustment under the provisions of the Tennessee Valley Authority Fuel Cost and Purchased Power Adjustment Rider.

**PART A -- CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC SIGNAL SYSTEMS, AND
ATHLETIC FIELD LIGHTING INSTALLATIONS**

I. Energy Charge:

All kWh per month: \$0.05793

II. Facility Charge

The annual facility charge shall be 10.41 percent of the installed cost to Division's electric system of the facilities devoted to street and park lighting service specified in this Part A. Such installed cost shall be recomputed on July 1 of each year, or more often if substantial changes in the facilities are made. Each month, one-twelfth of the then total annual facility charge shall be billed to the customer. If any part of the facilities has not been provided at the electric system's expense or if the installed cost of any portion thereof is reflected on books of another municipality or agency or department, the annual facility charge shall be adjusted to reflect properly the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations shall be provided, owned, and maintained by and at the expense of the customer, except as Division may agree otherwise in accordance with the provisions of the paragraph next following in this Section II. The facilities necessary to provide service to such systems and installations shall be provided by and at the expense of Division's electric system, and the annual facility charge provided for first above in

this Section II shall apply to the installed cost of such facilities.

When so authorized by policy duly adopted by Division's governing board, traffic signal systems and athletic field lighting installations may be provided, owned, and maintained by Division's electric system for the customer's benefit. In such cases Division may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation and shall require payment by the customer of a facility charge sufficient to cover all of Division's costs (except reimbursed costs), including appropriate overheads, of providing, owning, and maintaining such system or installation; provided that, for athletic field lighting installations, such facility charge shall in no case be less than 12 percent per year of such costs. Said facility charge shall be in addition to the annual facility charge on the facilities necessary to provide service to such system or installation as provided for in the preceding paragraph. Replacement of lamps and related glassware for traffic signal systems and athletic field lighting installations provided under this paragraph shall be paid for under the provisions of paragraph A in Section IV.

III. Customer Charge -Traffic Signal Systems and Athletic Field Lighting Installations.

Division shall apply a uniform monthly service charge of \$2.78 for service to each traffic signal system or athletic field lighting installation.

IV. Replacement of Lamps and Related Glassware -Street and Park Lighting

Customer shall be billed and shall pay for replacements as provided in paragraph B below, which shall be applied to all service for street and park lighting.

A. Division shall bill the customer monthly for such replacements during each month at Division's cost of materials, including appropriate storeroom expense.

B. Division shall bill the customer monthly for one-twelfth of the amount by which Division's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatt-hours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

METERING

For any billing month or part of such month in which the energy is not metered or for which a meter reading is found to be in error or a meter is found to have failed, the energy for billing purposes for that billing month or part of such month shall be computed from the rated capacity of the lamps (including ballast) plus 5 percent of such capacity to reflect secondary circuit losses, multiplied by the number of hours of use.

REVENUE AND COST REVIEW

Division's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Division's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided and those resulting from depreciation and payments for taxes, tax equivalents and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Division shall revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for first above in Section II of Part A of this rate schedule shall be by agreement between Division and TVA.

PART B -- CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS

OUTDOOR LIGHTING

Customers may lease outdoor lighting fixtures from the Division, subject to Rules and Regulations of Division. Fixture types and associated monthly costs are available in the Schedule of Charges. The schedule will be reviewed and updated from time-to-time due to changes in costs, fixture availability, etc., at the discretion of the Division.

ADDITIONAL FACILITIES

The charges referenced above in this Part B are limited to service from a photoelectrically controlled standard lighting fixture installed on a pole already in place. If the customer wishes to have the fixture installed at a location other than on a pole already in place, Division may apply an additional monthly charge.

LAMP REPLACEMENTS

Replacements of lamps and related glassware will be made in accordance with replacement policies of Division without additional charge to the customer.

SPECIAL OUTDOOR LIGHTING INSTALLATIONS

When so authorized by policy duly adopted by Division's governing board, special outdoor lighting installations (other than as provided for under Parts A and B above) may be provided, owned, and maintained by Division's electric system. In such cases Division may require reimbursement from the customer for a portion of the initial installed cost of any such installation and shall require payment by the customer of monthly charges sufficient to cover all of Division's costs (except reimbursed costs), including appropriate overheads, or providing, owning, and maintaining such installations, and making lamp replacements.

Service is subject to Rules and Regulations of Division.

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving the purchase of a pavilion for International Harvester Managerial Park from Bliss Products through Houston-Galveston Area Council (HGAC) purchasing cooperative contract #PR11-20.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-121-2024.

BUDGET IMPACT

This expense is included in the Fiscal Year 2025 Annual Budget in the IH Park Improvement fund.

DISCUSSION

International Harvester Managerial Park is one of the most visited parks in Lakeland based on the 2022 Comprehensive Parks Master Plan. The park has been without a pavilion for several years due to the previous pavilion being destroyed by a fallen tree. Staying in line with the master construction plan for IH Managerial Park, this new pavilion will be placed in a more visible location within the park where guests can view the LAMP, the IH Lake, and any unwanted delinquent acts can be deterred.

This purchase is through the HGAC purchasing cooperative contract # PR11-20 from Bliss Products. Bliss Products will provide the 24x44 pavilion structure, the concrete pad, and complete installation.

RESOLUTION R-121-2024

APPROVING THE PURCHASE OF A PAVILION FOR INTERNATIONAL HARVESTER
MANAGERIAL PARK FROM BLISS PRODUCTS THROUGH HOUSTON-GALVESTON
AREA COUNCIL (HGAC) PURCHASING COOPERATIVE CONTRACT #PR11-20

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a pavilion for the International Harvester Managerial Park (“IH Park”); and,

WHEREAS, Bliss Products is able to provide the structure and installation through Houston-Galveston Area Council (“HGAC”) purchasing cooperative contract #PR11-20; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2025 Annual Budget for the IH Park Improvement Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a pavilion for the International Harvester Managerial Park in the amount of One Hundred Fifty-Six Thousand Eight Hundred Twenty-Five Dollars and Twenty-Eight Cents (\$156,825.28).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

**Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234**

question



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

PR11-20

Date Prepared:

8/1/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Lakeland	Contractor:	Cedar Forest Products
Contact Person:		Prepared By:	Ben LaBarge
Phone:		Phone:	616-433-6008
Fax:		Fax:	616-228-9046
Email:		Email:	ben@cedarforestproducts.com

Catalog / Price Sheet Name:	Cedar Forest Products Co. / PR11-20A08
General Description of Product:	2020 Cedar Forest Shelter Catalog

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	WH4040	66692	66692
			0
14	Add for installation of footings / each PR11-20G	1200	16800
4195	Add for shelter installation PR11-20E	12	50340
1520	Add for 4" Concrete Slab PR11-20F	14	21280
			0
			0
			0
			0
			0
1	6% HGAC Discount	-9306.72	-9306.72
			0
Total From Other Sheets, If Any:			
Subtotal A:			145805.28

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

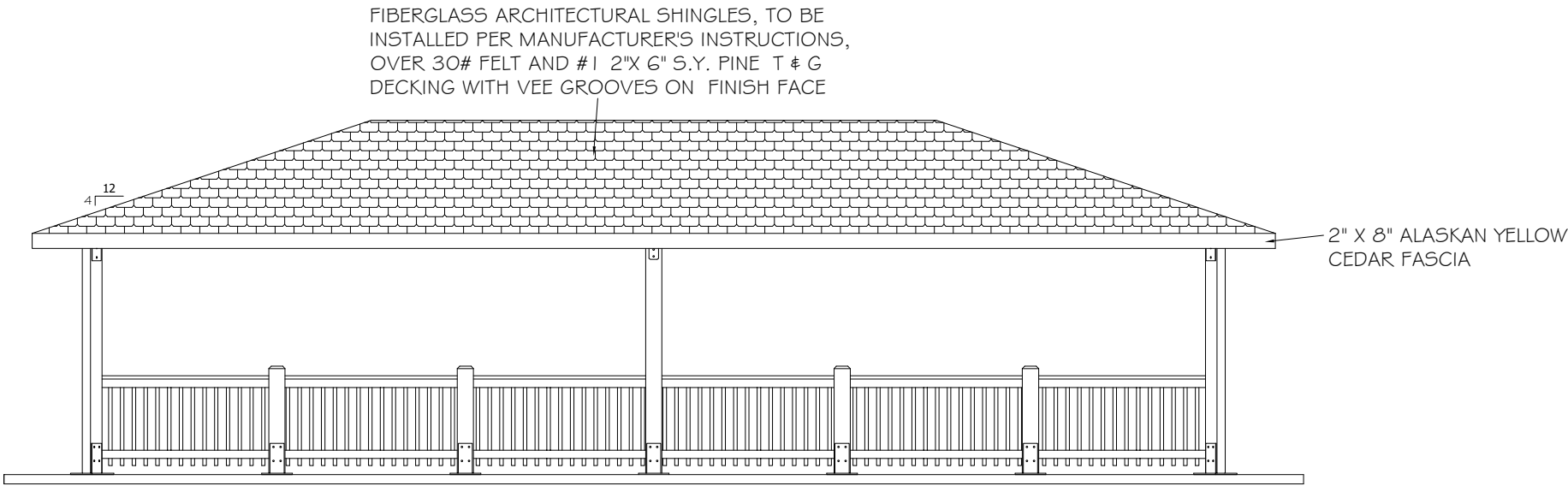
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Modify WH4040 to WH2444-CUS including Handrails as shown on drawing JES 7-23-24	7220	7220
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			7220
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	5%

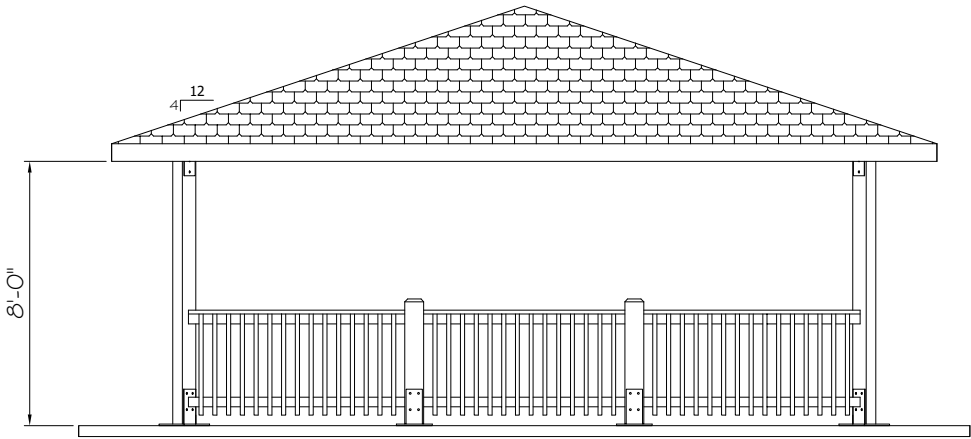
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight to Lakeland, TN	3800
Subtotal C:	3800

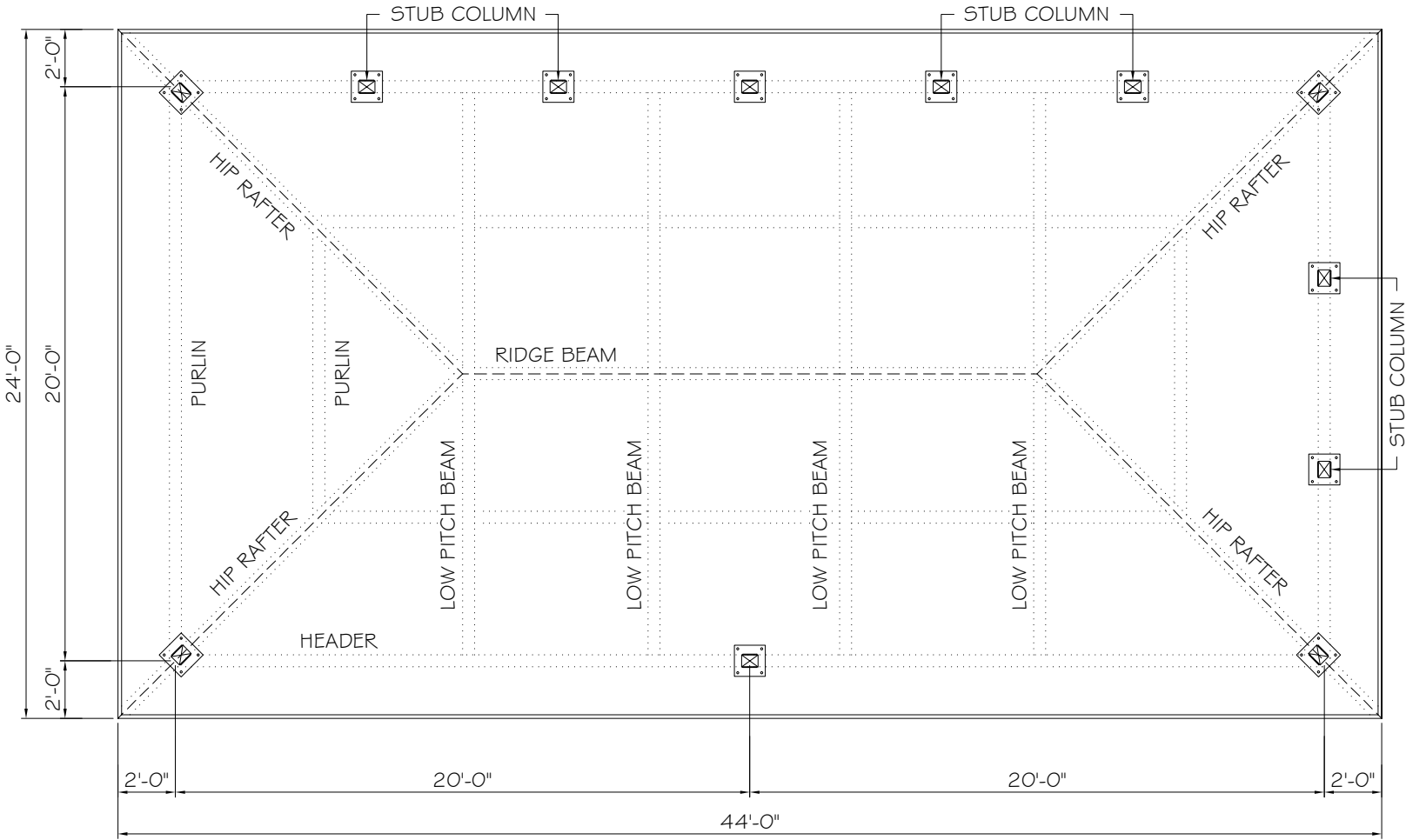
Delivery Date:		D. Total Purchase Price (A+B+C):	156825.28
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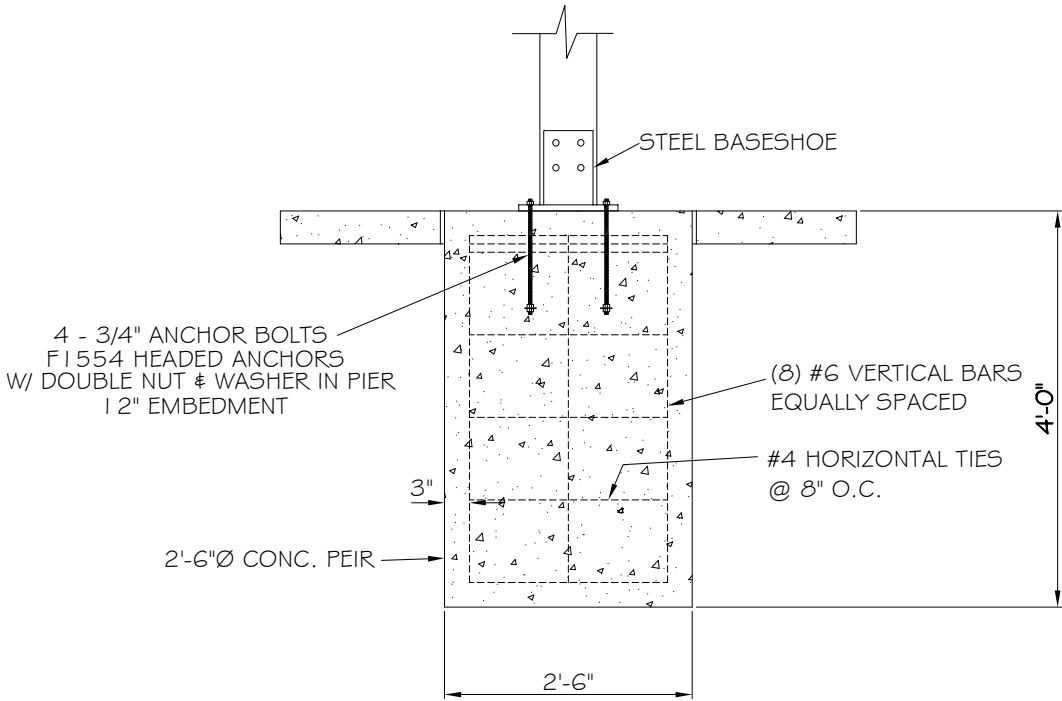
FRONT ELEVATION



RIGHT SIDE ELEVATION



FLOOR PLAN



CONCRETE PIER DETAIL
ALL SIZES TBD

PRELIMINARY
NOT FOR CONSTRUCTION



P.O. BOX 145
WEST OLIVE, MI 49460
800-552-9495
WWW.CEDARFORESTPRODUCTS.COM

THE FOLLOWING WILL BE THE RESPONSIBILITY OF OTHERS

1. ALL CONSTRUCTION SHOULD MEET STATE & LOCAL BLDG. CODE REQMTS.
2. ASSUMED SOIL BEARING CAPACITY = 1500 P.S.F. ALL FOOTINGS TO BEAR ON UNDISTURBED SOIL.
3. CONSULT WITH A LOCAL REGISTERED STRUCTURAL ENGINEER IF SOIL BEARING CONDITIONS ARE OTHER THAN ABOVE.
4. DESIGN, EXCAVATION AND CONSTRUCTION OF THE STRUCTURE(S) FOUNDATION MUST BE VERIFIED BY A REGISTERED STRUCTURAL ENGINEER.
5. DETERMINE ALL DESIGN LOADS PER LOCAL CODES.
6. CONCRETE TO BE 3,000 P.S.I. COMPRESSIVE STRENGTH IN 28 DAYS.
7. REINFORCING STEEL TO BE A.S.T.M. A-305 DEFORMED.
8. ALL CONSTRUCTION SURVEYING AND FIELD VERIFICATION OF ALL DIMENSIONS.
9. PROVIDE AND INSTALL ALL CONCRETE, REINFORCING STEEL, & ANCHOR BOLTS.
10. UNLOAD ALL TRUCK(S) DELIVERING C.F.P. MATERIALS.
11. ERECTION OF THE STRUCTURE(S).

© Copyright 2024 these drawings are the intellectual property of C.F.P. CO. and shall not be copied or disclosed to any unauthorized parties in part or its entirety without our written permission, and they shall not be used for construction unless approved by a C.F.P. Representative.

OWNER INFO:	LAKELAND	REVISION DATES	DRAWING #	DATE:
DESCRIPTION:	WH2444-CUS	REV:	KLY-881	7-22-24
Possible Options:	☐ 29ga METAL ROOF ☐ STANDING SEAM ROOF ☐ CEDAR SHINGLES ☐ METAL BASE SHOES ☐ STEEL COLUMNS ☐ CUSTOM ROOF PITCH ☐ LIGHTNING PROTECTION ☐ 2 TIER ROOF ☐ CUPOLA	REV:	SHEET:	Page 63 of 148



Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving the purchase of a pavilion for City Hall Park from Bliss Products through Houston-Galveston Area Council (HGAC) purchasing cooperative contract #PR11-20.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-122-2024.

BUDGET IMPACT

Funds for this resolution will be allocated via a transfer and/or amendment of the Fiscal Year 2025 budget.

DISCUSSION

In June 2023, a severe storm came through Lakeland, blowing over a 100+ year-old oak tree at City Hall Park which fell straight through the middle of the pavilion that was located adjacent to City Hall. Since then, the City has been without its most utilized and largest pavilion at 25x50. An insurance claim was filed, and the City received a total of \$129,541.79 in property loss for replacement. These funds will be used to build a new structure, run new wiring for lighting and fans, and replace lost assets, including but not limited to, picnic tables and trash cans.

This purchase is through the HGAC purchasing cooperative contract # PR11-20 from Bliss Products. Bliss Products will provide the 20x40 pavilion structure and complete installation. A concrete pad is not needed as the current one will be utilized.

RESOLUTION R-122-2024

APPROVING THE PURCHASE OF A PAVILION FOR CITY HALL PARK
FROM BLISS PRODUCTS THROUGH HOUSTON-GALVESTON AREA COUNCIL
(HGAC) PURCHASING COOPERATIVE CONTRACT #PR11-20

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a pavilion for the City Hall Park; and,

WHEREAS, Bliss Products is able to provide the structure through Houston-Galveston Area Council (“HGAC”) purchasing cooperative contract #PR11-20; and,

WHEREAS, funding for this purchase will be appropriated through a budget transfer and/or amendment of the Fiscal Year 2025 budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a pavilion for City Hall Park in the amount of One Hundred Seven Thousand Nine Hundred Eighty-Nine Dollars and Twenty-Four Cents (\$107,989.24).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234

questio



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

**Contract
No.:**

PR11-20

**Date
Prepared:**

8/23/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Lakeland	Contractor:	Cedar Forest Products
Contact Person:		Prepared By:	Ben LaBarge
Phone:		Phone:	616-433-6008
Fax:		Fax:	616-228-9046
Email:		Email:	ben@cedarforestproducts.com

Catalog / Price Sheet Name:	Cedar Forest Products Co. / PR11-20A08
General Description of Product:	2020 Cedar Forest Shelter Catalog

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	OTT3444	52886	52886
			0
13	Add for installation of footings / each PR11-20G	1200	15600
2955	Add for shelter installation PR11-20E	12	35460
			0
			0
			0
			0
			0
			0
1	6% HGAC Discount	-6236.76	-6236.76
			0
Total From Other Sheets, If Any:			
Subtotal A:			97709.24

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

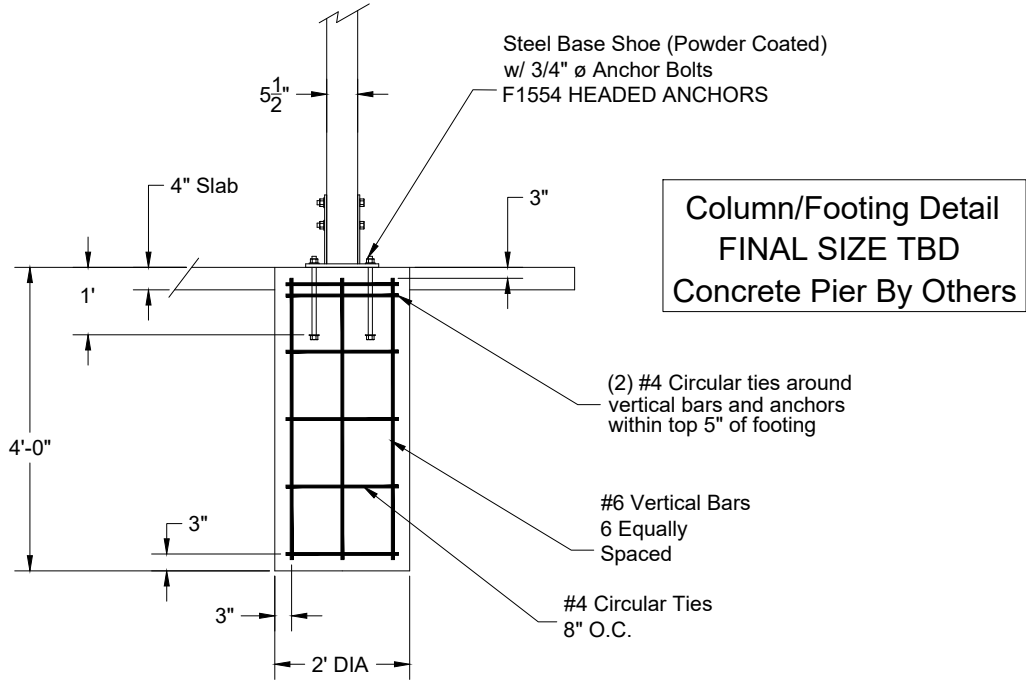
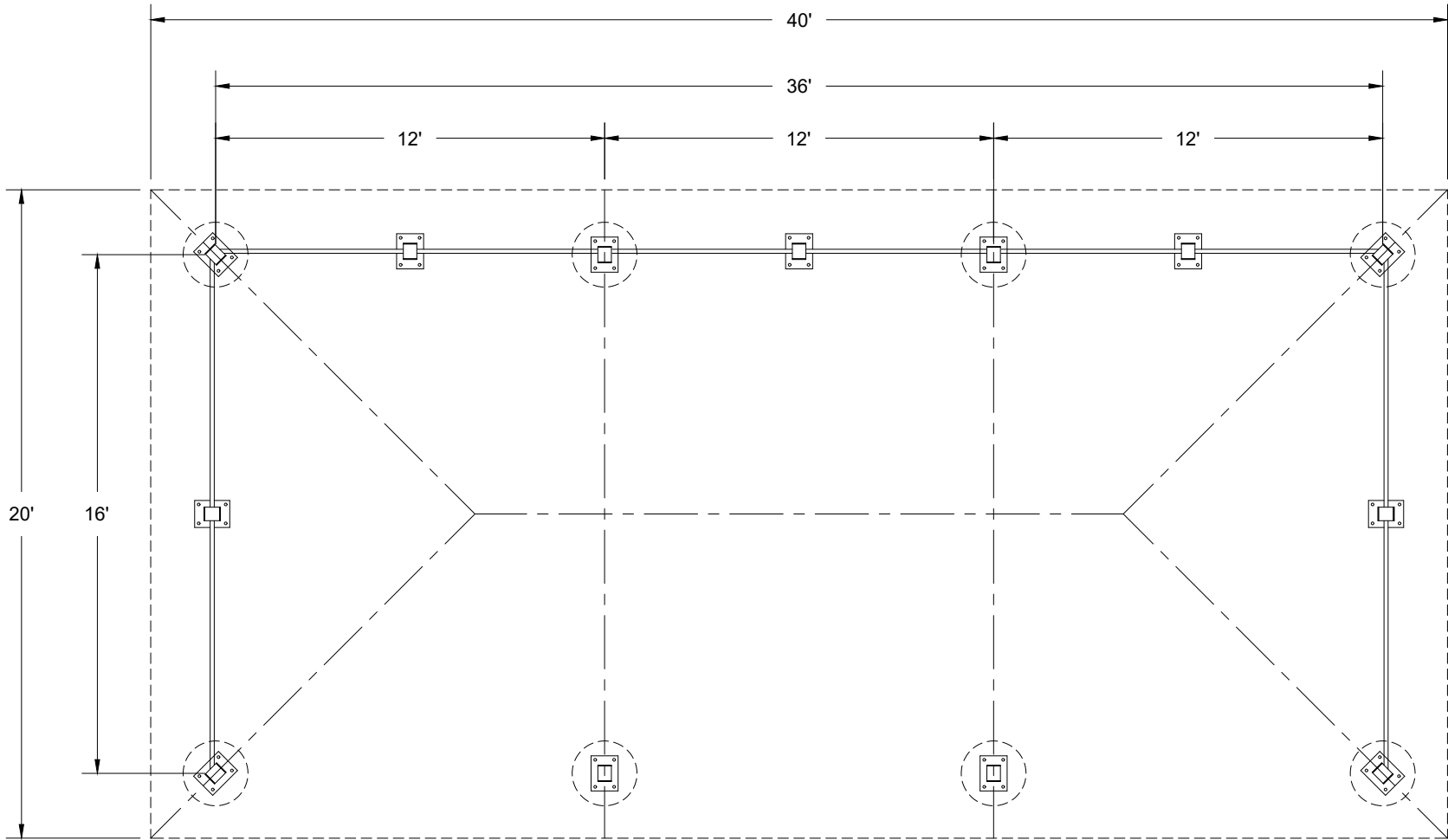
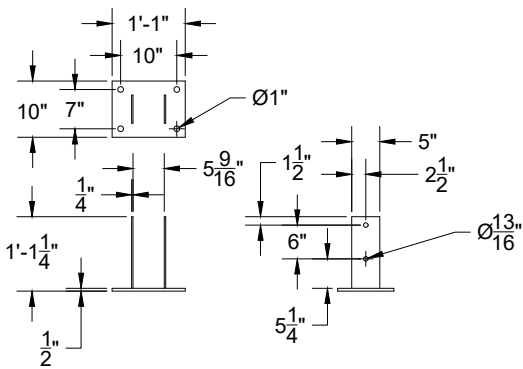
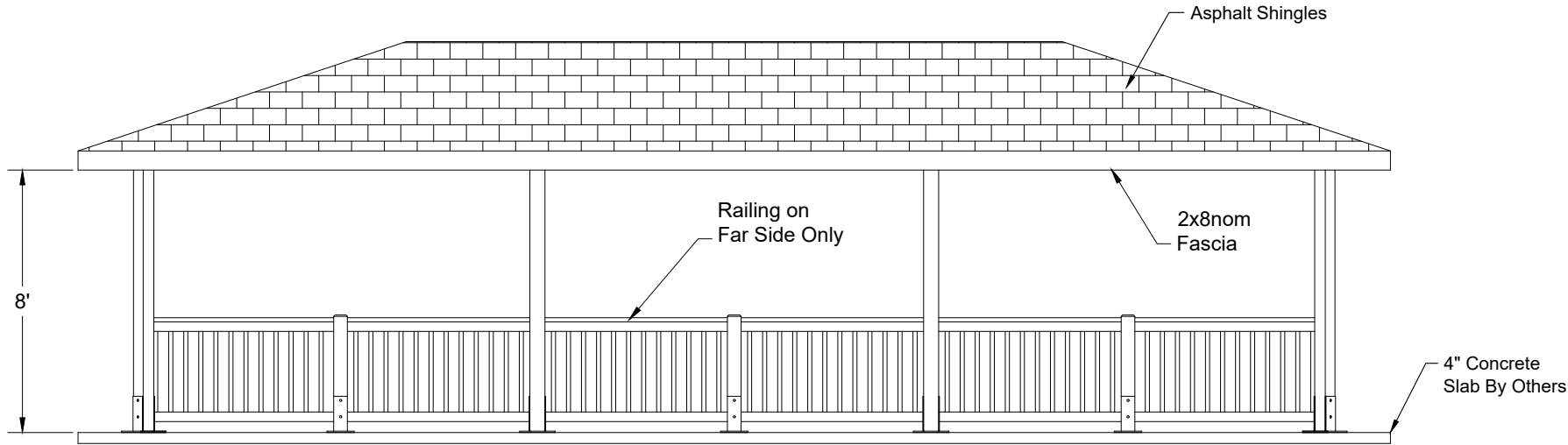
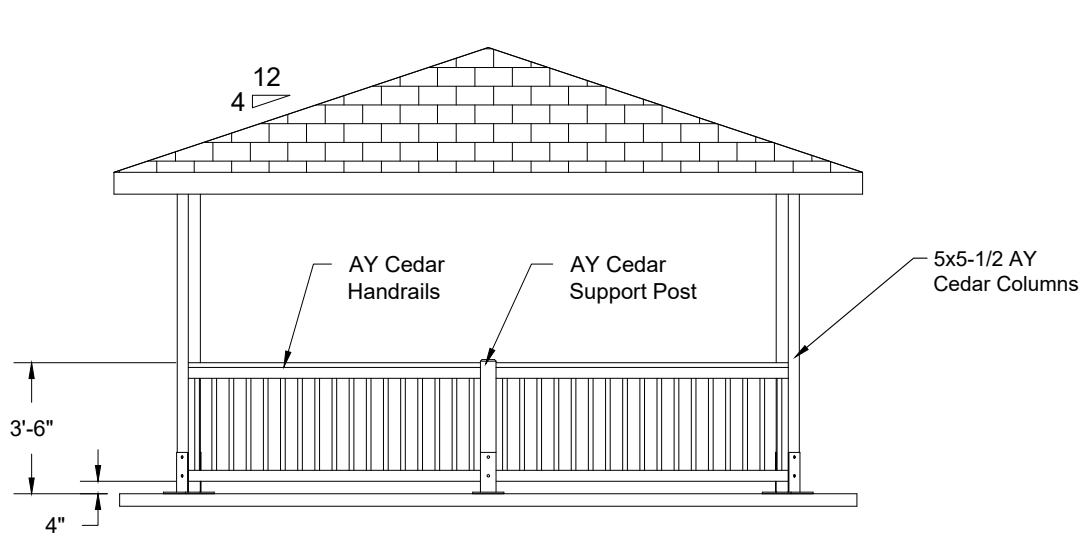
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Modify OTT3444 to WH2040-CUS including Handrails as shown on drawing JES 9-26-23	6480	6480
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			6480
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	7%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight to Lakeland, TN	3800
Subtotal C:	3800

Delivery Date:		D. Total Purchase Price (A+B+C):	107989.24
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Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving Change Order #2 for the Fiscal Year 2024 Street Paving Project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-128-2024.

BUDGET IMPACT

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

DISCUSSION

On February 15, 2024, the Board of Commissioners approved a contract with Standard Construction Company for the FY24 Street Paving Project in the amount of \$1,453,915.85. Additionally, a construction contingency of \$20,000.00 was approved to pay for any unforeseen work that may occur during the duration of the project. The patching on Coltwood Drive and Colt Cove required a substantial amount of overexcavation and rock backfill to properly stabilize the base. The additional material increased the contract price \$4,121.03 over the approved contract price. Change Order #2 will increase the original contract price and approved contingency by \$4,121.03 for a total contract price of \$1,478,036.88. The project is complete, so Change Order #2 represents the final contract price.

RESOLUTION R-128-2024

APPROVING CHANGE ORDER #2 FOR THE FISCAL YEAR 2024 STREET PAVING
PROJECT

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

WHEREAS, Change Order #2 includes patching work for Coltwood Drive and Colt Cove; and,

WHEREAS, Change Order #2 will increase the contract by Four Thousand One Hundred Twenty Dollars and Sixty-Four Cents (\$4,121.03) for a total contract price of One Million Four Hundred Seventy-Eight Thousand Thirty-Six Dollars and Eighty-Eight Cents (\$1,478,036.88); and,

WHEREAS, funding for Change Order #2 will be appropriated in the Fiscal Year 2025 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 Engineer attest, Change Order #2 with Standard Construction Company, Inc. for the Fiscal Year 2024 Street Paving Project contract in the amount of One Million Four Hundred Seventy-Eight Thousand Thirty-Six Dollars and Eighty-Eight Cents (\$1,478,036.88).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Date of Issuance: September 6, 2024	Effective Date: September 6, 2024
Owner: City of Lakeland	Owner's Contract No.:
Contractor: Standard Construction Company, Inc.	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: FY2024 Street Paving Project	Contract Name:

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

Description: Increase quantity of F&I Geotextile to 2,918.06 SY.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,453,915.85</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] Orders No. <u>1</u> : \$ <u>19,866.85</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,473,782.70</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ <u>4,254.18</u>	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,478,036.88</u>	Contract Times with all approved Change Orders: Substantial Completion _____ Ready for Final Payment _____ days or dates

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

By: _____ Date: _____
 Title: _____



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - accepting the dedication of public improvements and authorizing a reduction in the security for public and common improvements Evergreen Planned Development Phase 1.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-129-2024.

BUDGET IMPACT

There is no budgetary impact from this item.

DISCUSSION

The final development plan for Evergreen PD Phase 1 has been recorded, and all public and common improvements are complete except for the placement of the surface course of asphalt. From the date of acceptance, the Developer provides a one-year warranty on all public improvements. Staff recommends reducing the Security from \$239,131.40 to \$88,038.14 to cover the cost of the surface course of asphalt and warranty work.

RESOLUTION R-129-2024

ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING
A REDUCTION IN THE SECURITY FOR PUBLIC AND COMMON IMPROVEMENTS
IN EVERGREEN PLANNED DEVELOPMENT PHASE 1

WHEREAS, Evergreen PD, LLC issued a letter of credit to the City of Lakeland (the “City”) as a security for the construction of public and common improvements in Evergreen Planned Development Phase 1 in the amount of Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40); and,

WHEREAS, the Developer has completed all punch list items with the exception of the final surface course asphalt; and,

WHEREAS, all public improvements in Evergreen Planned Development Phase 1 shall be warrantied for a period of one (1) year from the date of acceptance; and,

WHEREAS, the City Engineer has reviewed the request for reduction of security and recommends a reduction from Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40) to Eighty-Eight Thousand Thirty-Eight Dollars and Fourteen Cents (\$88,038.14):

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee hereby accept the dedication of public improvements and authorize the reduction of the security for public and common improvements in Evergreen Planned Development Phase 1 from Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40) to Eighty-Eight Thousand Thirty-Eight Dollars and Fourteen Cents (\$88,038.14).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 19th day of September 2024, public welfare requiring it.

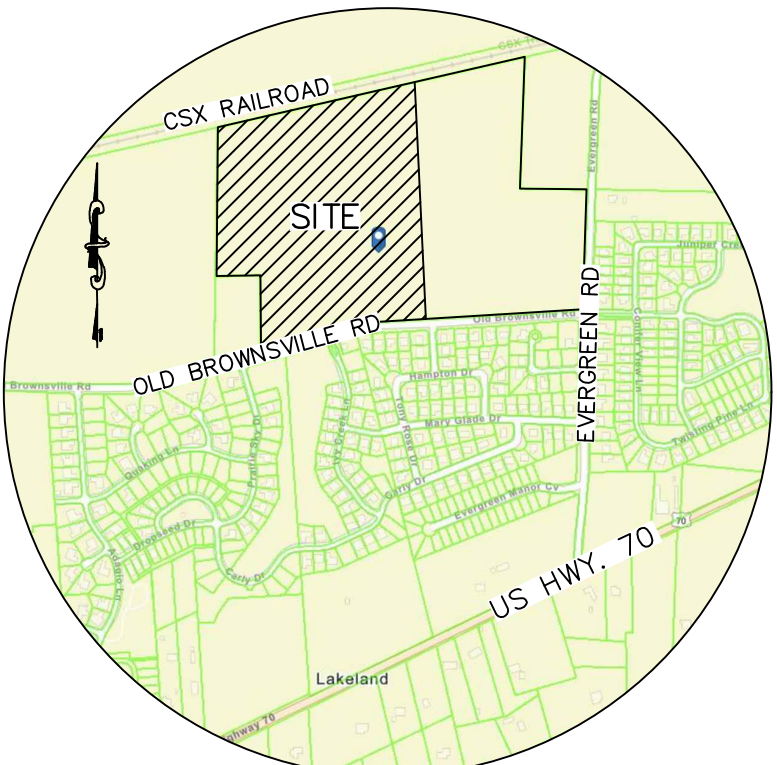
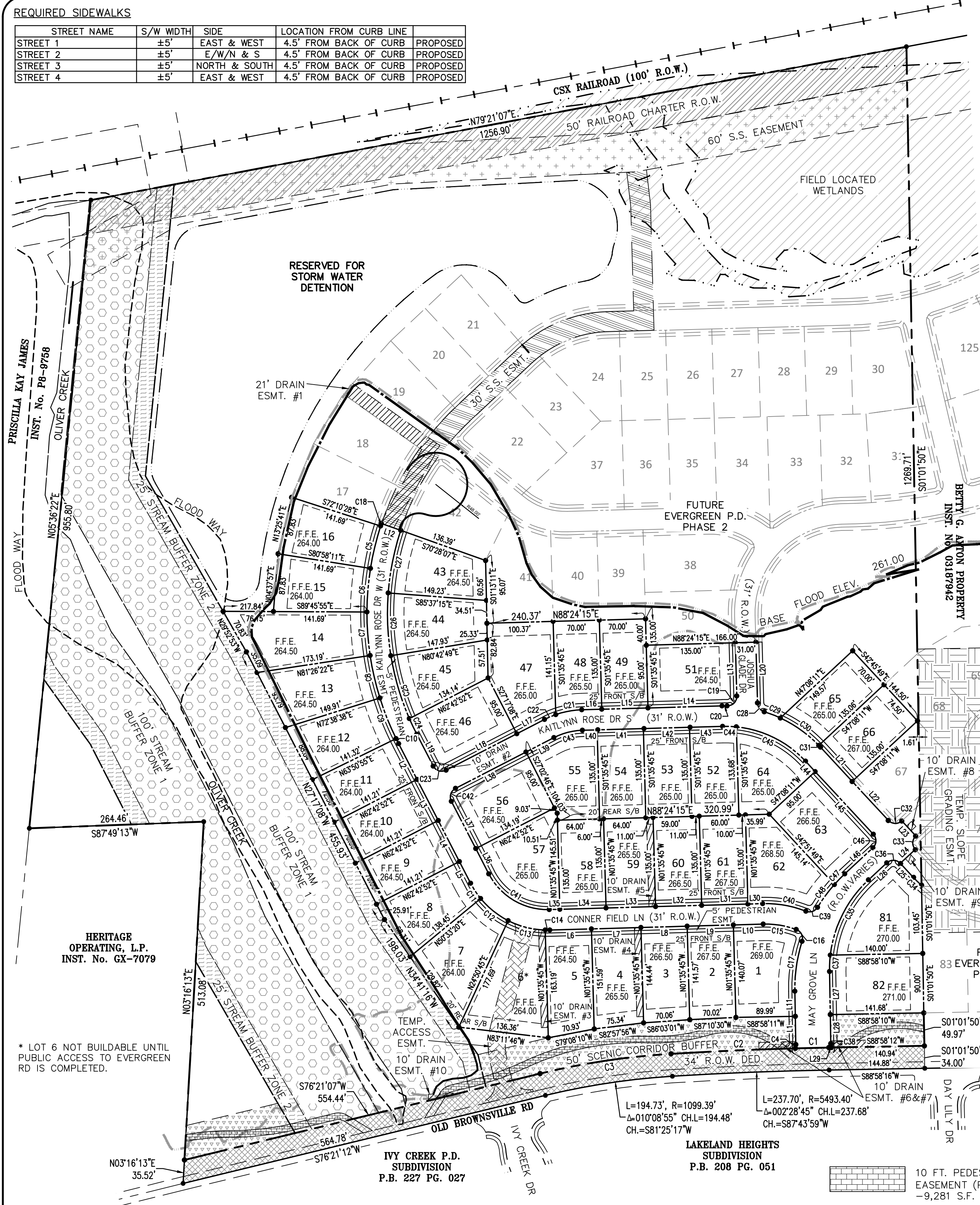
ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

REQUIRED SIDEWALKS

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURB LINE	
STREET 1	±5'	EAST & WEST	4.5' FROM BACK OF CURB	PROPOSED
STREET 2	±5'	E/W/N & S	4.5' FROM BACK OF CURB	PROPOSED
STREET 3	±5'	NORTH & SOUTH	4.5' FROM BACK OF CURB	PROPOSED
STREET 4	±5'	EAST & WEST	4.5' FROM BACK OF CURB	PROPOSED



- NOTE:
1. THERE IS A 5' UTILITY EASEMENT ADJACENT TO ALL SIDE AND REAR LOT LINES WITH THE EXCEPTION OF THOSE SIDE LOTLINES WITH PUBLIC DRAINAGE EASEMENTS.
 2. THERE IS A 5' PEDESTRIAN EASEMENT ALONG ALL LOTS OFFSET 4.5' FROM THE BACK OF CURB.
 3. SETBACK REQUIREMENTS:
FRONT - 25'
SIDE - 5'
REAR - 20'
 4. ALL STORM DRAIN EASEMENTS ARE PUBLIC
 5. ALL SIDE YARD AND REAR YARD SWALES SHALL BE MAINTAINED BY THE PROPERTY OWNER. THE PROPERTY OWNER CANNOT ALTER THE DIRECTION OF DRAINAGE FROM ITS DESIGNATED PATH PER THE APPROVED GRADING PLAN
 6. CONSTRUCTED DRIVEWAYS ON ALL INDIVIDUAL LOTS WILL SERVE THE DUAL FUNCTION OF PROVIDING MLG&W AN 'ACCESS EASEMENT' ACROSS THE 9' STREET TREE EASEMENT ON EACH LOT. ACCESS EASEMENTS ARE NOT GRAPHICALLY SHOWN ON THIS PLAT.

- STORM DRAINAGE EASEMENTS
- SANITARY SEWER EASEMENTS
- TEMP. ACCESS EASEMENT - 7,443 S.F.
- TEMPORARY SLOPE GRADING EASEMENT - 43,000 S.F.
- 34 FT. OLD BROWNSVILLE R.O.W. DEDICATION - 38,779 S.F.
- 50 FT. SCENIC CORRIDOR BUFFER - 38,805 S.F.
- 100 FT. STREAM SIDE MANAGEMENT BUFFER ZONE 1 - 236,442 S.F.
- 25 FT. STREAM SIDE MANAGEMENT BUFFER ZONE 2 - 52,749 S.F.
- 60 FT. SANITARY SEWER ESMT. - 69,358 S.F.
- 50 FT. RAILROAD CHART R.O.W. - 62,998 S.F.
- FIELD LOCATED WETLANDS

FINAL PLAT
**EVERGREEN
PLANNED DEVELOPMENT
PHASE 1**
LAKELAND, TENNESSEE

DIST. 01- BLOCK 40- PARCEL 71
TOTAL AREA: 1,838,232 SF, (42.20 ACRES)
TOTAL LOTS: 41, EXISTING ZONING: AG
DATE: FEB., 2024 SCALE: 1"= 100'
DEVELOPER: EVERGREEN LLC
ADDRESS: 10971 CHAPEL HILL RD
LAKELAND, TN

RENAISSANCE GROUP, INC.
9700 VILLAGE CIRCLE, STE. 100
LAKELAND, TN 38002
(901) 332-5533 VOICE (901) 332-5534 FAX EMAIL@RGROUP.BIZ

PORTIONS OF THIS PROPERTY ARE LOCATED IN ZONE X, AND ZONE AE A 100 YEAR FLOOD HAZARD AREA, ACCORDING TO FIRM PANEL 47157C-0215G, DATED FEB 6, 2013. BASE FLOOD ELEVATION: 261.00

NOTE: THE AREAS DENOTED AS "RESERVED FOR STORM WATER DETENTION" MAY NOT BE ALTERED WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION FROM THE CITY OF LAKELAND DEPARTMENT ON ENGINEERING. THE STORM WATER DETENTION SYSTEM LOCATED IN THIS AREA SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED DRAINAGE PLANS ON FILE IN THE CITY OF LAKELAND DEPARTMENT OF ENGINEERING. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES.

PRIOR TO RECORDING OF THE FINAL PLAT, AN AS-BUILT SURVEY OF THE DETENTION POND SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR. THE DEVELOPER'S ENGINEER SHALL SUBMIT THE AS-BUILT SURVEY WITH CALCULATIONS OF THE INCREMENTAL STORAGE AREA AND VOLUME AT MINIMUM 1' ELEVATION INCREMENTS, ALONG WITH A COMPARISON TO THE DESIGN INFORMATION PROVIDED IN THE DRAINAGE REPORT. THE ENGINEER SHALL SUBMIT A LETTER AND SUPPORTING MATERIALS TO THE CITY ENGINEER, DOCUMENTING THE AS-BUILT FUNCTIONALITY OF THE DETENTION POND.



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - authorizing Huber Technology to perform maintenance on the Scotts Creek Wastewater Treatment Plant step screen and wash press.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-130-2024.

BUDGET IMPACT

This item is budgeted in the Fiscal Year 2025 annual spending plan for the Sewer Fund.

DISCUSSION

The step screen and wash press at the Scotts Creek Wastewater Treatment Plant requires repair. The equipment is original to the plant which is approaching 17 years in service. Huber is the equipment manufacturer and is the only authorized repair service provider.

RESOLUTION R-130-2024

AUTHORIZING HUBER TECHNOLOGY TO PERFORM MAINTENANCE ON
THE SCOTTS CREEK WASTEWATER TREATMENT PLANT STEP SCREEN AND
WASH PRESS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to repair the step screen and wash press at the Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, Huber Technology is the manufacturer of the equipment and the only authorized repair service provider; and,

WHEREAS, funding for this work is allocated 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 authorized to allow Huber Technology to perform maintenance in the step screen and wash press at the Scotts Creek Wastewater Treatment Plant in the amount not to exceed of eighty-five thousand dollars (\$85,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Billing Address

Lakeland TN
10001 US Hwy. 70
Lakeland, TN 38002
UNITED STATES

Delivery Address

Lakeland TN
10001 US Hwy. 70
Lakeland, TN 38002
UNITED STATES

OFFER:**71016410 / V1**

Your Reference: Lakeland, TN (286067) Panel

Date printed: 9/5/24

Our Reference: Caleb Goad

Phone:

Your Reference: from 9/4/24

Email: Caleb.Goad@hhusa.net

Customer No.: 120055

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	10000001 ELEMACH SSF-HE/WAP Main Control Panel	27,180.00	27,180.00 0%
20/1	1.00	pcs	10000002 Huber Service Tech On-Site for Start-Up not to Exceed 2 Days	4,900.00	4,900.00 0%
20/2	1.00	pcs	10000002 Estimated Freight from IL to TN	1,200.00	1,200.00 0%
				Total net	USD 33,280.00
				Including Sales Tax	USD 0.00
				Total gross	USD 33,280.00

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days

Delivery: prepaid and add

Payment terms: Net 30 days

HUBER Technology, Inc.
1009 Airlie Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

Offer: 71016410
Date printed: 9/5/24
Page: 2 (7)

Best regards

Caleb Goad

Huber Technology, Inc.

Offer: 71016410
Date printed: 9/5/24
Page: 3 (7)

Aftermarket Sales & Service Rates 2024

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$160.00 per hour
Outside Continental U.S., Mexico and Canada..... \$240.00 per hour

Training

Product Training..... \$160.00 per hour

Travel

Travel (time)..... \$150.00 per hour
Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$150.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$240.00 per hour
Standby rate..... Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$320.00 per hour

Expenses

Travel and accommodations..... Actual cost
Per Diem.....Business Rate Plan 1.. \$64.00 per day
High Cost Area Rate 2.. \$74.00 per day
Service Truck Rate \$80.00 per day
Materials, Equipment Rental, Supplies..... Actual cost plus 20%
Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

Offer: 71016410
 Date printed: 9/5/24
 Page: 4 (7)

Aftermarket Sales & Service Rates 2024

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2024

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

Billing Address

Lakeland TN
 10001 US Hwy. 70
 Lakeland, TN 38002
 UNITED STATES

Delivery Address

Lakeland TN
 10001 US Hwy. 70
 Lakeland, TN 38002
 UNITED STATES

OFFER: 71016409 / V1
 Your Reference: Lakeland, TN (286067)

Your Reference: from 9/4/24

Date printed: 9/5/24
 Our Reference: Caleb Goad
 Phone:
 Email: Caleb.Goad@hhusa.net

Customer No.: 120055

Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
10/1	42.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	36.37	1,527.54 0%
20/1	200.00	pair	505224 spacer SS#6 t2 T5,8-5,9	2.58	516.00 0%
30/1	1.00	pcs	700500 flange bearing RVFW 40 S	159.92	159.92 0%
40/1	2.00	pcs	700501 flange bearing RVFW 50 S	84.89	169.78 0%
50/1	2.00	pcs	505261 eccenter SSF 90x50x138,5 50h7/40H7	1,233.53 10%	2,220.35 0%
60/1	2.00	pcs	706282 feather key DIN 6885 A12x 8x 60	16.17	32.34 0%
70/1	8.00	pcs	302867 elbow lever with bush 300x 88x10 H15 bo40	798.40 10%	5,748.48 0%
80/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC	174.86	2,797.76 0%
90/1	32.00	pcs	505337	12.73	407.36

HUBER Technology, Inc.
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Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
			sleeve 10,5/ 20,0x 31		0%
100/1	8.00	pcs	505458	54.00	432.00
			plate 150x 60x 6 2xbo7		0%
110/1	3.00	pcs	703071	239.09	717.27
			proximity switch M18 IP68 t<40 XS618B1MAL2		0%
120/1	6.00	pcs	713252	3.30	19.80
			cable gland M16 WAZU 184.1708 noEx incl. 578.17		0%
130/1	1.00	pcs	10109720	41.85	41.85
			Kluber Paste 70g Tube		0%
140/1	1.00	pcs	10000001	4,383.00	3,944.70
			LTR-1-30M Dual Point- Radar Level Sensor	10%	0%
150/1	1.00	pcs	10065405	105.00	105.00
			Rebuild Kit Valve Body 5282 DN 25		0%
160/1	1.00	pcs	10398518	375.00	375.00
			Chevron Cetus Hipersyn Oil 220 - 5 gal.		0%
170/1	1.00	pcs	10064606	423.96	423.96
			WAP/1 Brush Retrofit Kit		0%
180/1	1.00	pcs	10000001	10,953.66	8,762.93
			Screw shaft WAP 1 V2A	20%	0%
180/2	1.00	pcs	10000001	10,953.66	8,762.93
			rising pipe WAP 1 V2A	20%	0%
190/1	4.00	pcs	507329	201.88	807.52
			wear bar 30/ 6x 432		0%
200/1	28.00	pcs	706429	1.21	33.88
			hexagon bolt DIN 933 M10x 12		0%
210/1	28.00	pcs	706695	1.02	28.56
			sealing ring 10,5/18,0x1,50		0%
220/1	1.00	pcs	713955	336.87	320.03
			spherical roller bearing 22313EXQW33 d 65 D140 W48	5%	0%
230/1	2.00	pcs	702333	59.14	118.28
			Nilos sealing ring 22313 JV CrNi d77,5 D140		0%
240/1	1.00	pcs	702338	267.44	254.07
			grooved ring 90/110x12	5%	0%
250/1	3.00	pcs	10129210	469.30	1,337.50
			1" Brass Solenoid Valve C1D2 Kit	5%	0%
260/1	1.00	pcs	701508	41.14	41.14
			ball valve Rp 1 " L 68		0%
265/1	3.00	pcs	701515	20.00	60.00
			socket slide valve 3/4" L51,5 +/-1,0 PN16		0%

HUBER Technology, Inc.
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Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
270/1	1.00	pcs	10065666 LOCTITE 648 Kit	125.99	125.99 0%
280/1	1.00	pcs	10065405 Rebuild Kit Valve Body 5282 DN 25	105.00	105.00 0%
290/1	1.00	pcs	10000002 Esimated Frieght Parts + Job Box	1,000.00	1,000.00 0%
290/2	1.00	pcs	10000002 Huber Service Technician On-Site 4 Days (32/12)	9,446.00	9,446.00 0%
Total net				USD	50,842.94
Including Sales Tax				USD	0.00
Total gross				USD	50,842.94

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days

Delivery: prepaid and add

Payment terms: Net 30 days

Best regards

Caleb Goad

Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2024

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$160.00 per hour
 Outside Continental U.S., Mexico and Canada..... \$240.00 per hour

Training

Product Training..... \$160.00 per hour

Travel

Travel (time)..... \$150.00 per hour
 Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$150.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$240.00 per hour
 Standby rate..... Applicable base rate
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$320.00 per hour

Expenses

Travel and accommodations..... Actual cost
 Per Diem.....Business Rate Plan 1.. \$64.00 per day
 High Cost Area Rate 2.. \$74.00 per day
 Service Truck Rate \$80.00 per day
 Materials, Equipment Rental, Supplies..... Actual cost plus 20%
 Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

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Aftermarket Sales & Service Rates 2024

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2024

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - authorizing Andritz Separation, Inc. to perform maintenance on the Scotts Creek Wastewater Treatment Plant heavy duty belt filter press.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-139-2024.

BUDGET IMPACT

This item is allocated in the fiscal year 2025 Annual Spending Plan for the Sewer Fund.

DISCUSSION

The Board of Commissioners, in April 2024, approved Andritz Separation, Inc. to refurbish the rollers on the belt filter press at the Scotts Creek Wastewater Treatment Plant. Upon inspection, additional repairs to the roller cores are required which were not included in the original scope of work. The original cost of the work was \$188,347.00. The cost of the additional work is \$27,394.40, increasing the total cost of the roller refurbishment to \$215,741.40. Andritz Separation is the manufacturer of the equipment and is the sole service provider.

RESOLUTION R-139-2024

AUTHORIZING ANDRITZ SEPARATION, INC. TO PERFORM MAINTENANCE ON
THE SCOTTS CREEK WASTEWATER TREATMENT PLANT HEAVY DUTY BELT
FILTER PRESS

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to refurbish the rollers on the belt filter press; and,
- WHEREAS,** Andritz Separation, Inc. is the manufacturer of the press and is the sole source for maintenance of the press; and,
- WHEREAS,** the Board of Commissioners approved One Hundred Eighty-Eight Thousand Three Hundred Forty-Seven Dollars (\$188,347.00) in repairs to the press in April 2024; and,
- WHEREAS,** upon inspection of the rollers additional work is required increasing the cost by Twenty-Seven Thousand Three Hundred Ninety-Four Dollars and Forty Cents (\$27,394.40) for a total cost of Two Hundred Fifteen Thousand Seven Hundred Forty-One Dollars and Forty Cents (\$215,741.40); and,
- WHEREAS,** funding for this work 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 Andritz Separation, Inc. is hereby authorized to perform additional maintenance on the Scotts Creek Wastewater Treatment Plant Heavy Duty Belt Filter Press in the amount of Twenty-Seven Thousand Three Hundred Ninety-Four Dollars and Forty Cents (\$27,394.40).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



ANDRITZ SEPARATION INC

Lakeland - Scotts Creek INSPECTION REPORT

JOB S-48-M26817-528

09/04/2024

ANDRITZ

ENGINEERED SUCCESS

BFP Assembly Repair Recommendations

Part	Findings/Recommendations
12.75" S-Roll	Grooves "D" rework, strip, and recoat
12.75" S-Roll	Grooves "M" rework, strip, and recoat
23" Perf Roll	Rework grooves
6.5 Tracking Roll	Marks on "L", rework, strip, and recoat

INSPECTION SUMMARY PHOTOS



12.75" S-Roll C-D



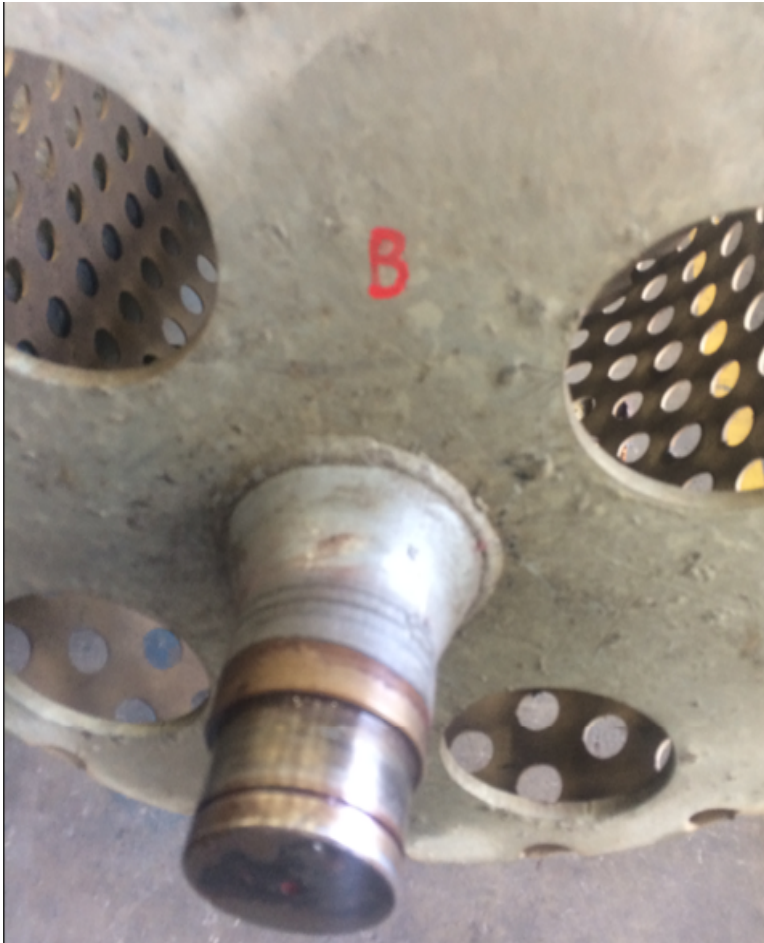
12.75" S-Roll M-N





INSPECTION SUMMARY PHOTOS

23" Perf-Roll A-B



23.75" S-Roll K-L





QUOTATION

Customer: 177632

City of Lakeland, TN

Scott's Creek WWTP

9708 Old Brownsville Road

Lakeland TN 38002-3923

Contact: **Mr. Spencer Smalley**

Fax:

Copy to:

Your inquiry: **via email**

Our quote no: **21126253**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

Andritz Separation Inc.

Tammie Firkins

+1 817 419 1720

tammie.firkins@andritz.com

09/12/2024

MR. CHRIS PAYNE

Dear Mr. Spencer Smalley,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

For 400195274 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 0648

ANDRITZ JOB#1547

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE SE "REPAIR OF TANGIBLE PERSONAL PROPERTY-LUMP SUM" Repairs on roll cores.	133356339		1	EA	27,394.40	27,394.40

Total Amount

USD

27,394.40

* S = Spare Parts, W = Wear Parts

Technical contact: Armando Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

Terms and Conditions

Page 1 of 5

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312

P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21126253

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
5. **Validity of quotation:**
This quotation is valid to 10/12/2024.

Other Terms:

6. *********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and



Our quote no: **21126253**

all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software



Our quote no: 21126253

is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.

(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.

(e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(f) Buyer and its successors are limited to the remedies specified in this Paragraph.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16 . SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17 . TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18 . CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19 . END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20 . FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lightage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.

(d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21 . INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22 . GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21126253

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

Acknowledgement of order

Date/ Signature



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** – approving the purchase of two Toyota Tacoma 4WD trucks from Roberts Toyota through State of Tennessee Statewide Contract #209.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-131-2024.

BUDGET IMPACT

These items are allocated in the Fiscal Year 2025 annual budget for the General Fund and the Fiscal Year 2025 annual spending plan for the Sewer Fund.

DISCUSSION

The Engineering Department/Construction Inspection Department is looking to purchase two new Toyota Tacoma 4WD Double Cab trucks. A new truck has become an identified need for the Inspection and Sewer Departments. This purchase will be made from Roberts Toyota through State of Tennessee Statewide Contract #209, as allowed in the City's [Financial Policies Manual](#).

RESOLUTION R-131-2024

APPROVING THE PURCHASE OF TWO TOYOTA TACOMA 4WD TRUCKS
FROM ROBERTS TOYOTA THROUGH STATE OF TENNESSEE STATEWIDE
CONTRACT #209

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase two (2) Toyota Tacoma 4WD trucks for Construction Inspection and Sewer Departments; and,

WHEREAS, two (2) Toyota Tacoma 4WD trucks are available for order and purchase from Roberts Toyota through State of Tennessee Statewide Contract #209; and,

WHEREAS, the items are appropriated in the Fiscal Year 2025 annual budget for the General Fund and 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 to purchase two (2) Toyota Tacoma 4WD trucks in the amount of Seventy-Nine Thousand Forty-Two Dollars (\$79,042.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

2024 TACOMA

Tacoma SR

Model: 2024 Tacoma SR 2.4L 4-Cyl. Turbo Engine 4-Wheel Drive 5-ft. bed Double Cab 7594A

VIN: 3TYLD5KN0RT004555

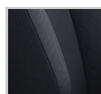
Stock: N/A

Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine

Transmission: 8-Speed Automatic Transmission



EXTERIOR
Ice Cap

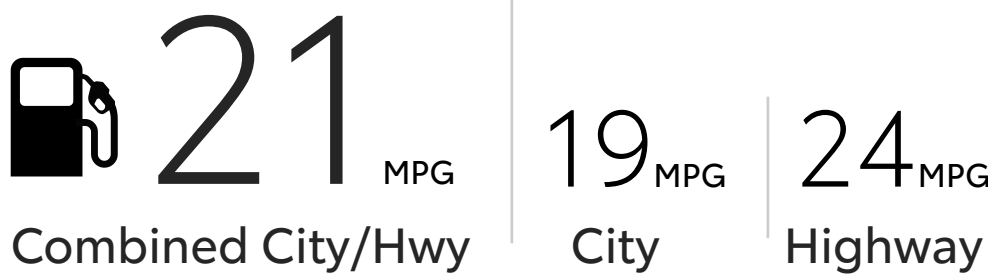


INTERIOR
Black Fabric

PRICE

Base MSRP *	\$36,900.00
Factory Installed Packages & Accessories	\$130.00
Delivery Processing and Handling	\$1,495.00
SWC209 Tennessee State Pricing	\$39,521.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

Deck Rail + Cleats	FIO	\$70.00
Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points.		
50 State Emissions	FIO	\$0.00
Government Program Incentive	FIO	\$0.00
Fleet Credit	FIO	\$0.00
Mudguards	FIO	\$60.00
Total Optional Equipment		\$130.00
Vehicle Base Model		\$36,900.00
Delivery Processing and Handling		\$1,495.00

FEATURES

Mechanical & Performance

- Powertrain: i-FORCE 2.4L turbocharged inline-4 engine
 - Drivetrain: 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Active Traction Control (A-TRAC)
 - Suspension: Independent double-wishbone front suspension; leaf spring rear suspension
 - Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine
 - Weight Rating: 6005 lbs
- Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
 - Air Intake: Twin scroll turbocharger with wastegate valve control and air-cooled intercooler
 - Stabilizer: Front stabilizer
 - 8-Speed Automatic Transmission

Exterior

- 17-in styled alloy wheels
- Four fixed cargo bed tie-down points
- 5-ft. bed
- LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment

Exterior Dimensions

- Overall length 213
- Overall height 73.8
- Inside bed length 60.3
- Inside bed width (at tailgate) 53
- Inside bed width (between wheelwells) 44.7
- Overall width 76.9
- Wheelbase 131.9
- Inside bed depth 21.2
- Inside bed width (at accessory rail) 56.4

Interior

- Smart Key System on driver door with Push Button Start
- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way manually adjustable lumbar support on driver's seat only
- 60/40 split, folding rear seat with under and behind seat storage
- Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls

Audio Multimedia

- 8-in. Audio Multimedia Display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial subscription. See toyota.com/connected-services for details. S

ToyotaCare

- No cost maintenance \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Toyota Safety Sense™ 3.0 —Pre-Collision System with Pedestrian Detection , Proactive Driving Assist , Lane Departure Alert with Steering Assist , Automatic High Beams , Road Sign Assist , and Full-Speed Range Dynamic Radar Cruise Control
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)
- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Backup Guide Monitor
- Lightweight "TACOMA" stamped tailgate

Connected Services

- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. 1-year trial subscription
- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,095 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Camry HV, Prius, Prius Prime, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV/Small SUV (Corolla Cross, Corolla Cross HV, RAV4, RAV4 HV, RAV4 Prime, bZ4X), \$1,395 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,495 for Small Pickup (Tacoma), \$1,850 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** – authorizing Memphis Road Boring Co., Inc. for the Sterling Place Pipe Relining project.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-132-2024.

BUDGET IMPACT

This expense is included in the Fiscal Year 2025 Annual Budget in the Stormwater Fund.

DISCUSSION

The purpose of this project is to rehabilitate an existing 15" RCP utilizing an Omega UV Cured-In-Place fiber glass reinforced liner in one (1) location. The culvert has settled approximately 3 to 4 inches within an 8-foot section with one joint from the downstream manhole. The City had previously repaired the sidewalk that had been destroyed by a sinkhole due to this failure in the pipe. The previous work to repair the sinkhole was approved by Change Order 1 with Delgado General Corp at the December 2023 BOC meeting. Now there are signs of the new sidewalk potentially taking damage, therefore; it is imperative that we get this pipe relined to prevent any further damage/sinkholes. The Contractor is able to complete the work in 2-3 days and this is trenchless construction, requiring no excavation to repair the pipe.

RESOLUTION R-132-2024

AUTHORIZING MEMPHIS ROAD BORING CO., INC. FOR THE STERLING PLACE
PIPE RELINING PROJECT

WHEREAS, the City of Lakeland, Tennessee (the “City”) desires to reline the storm drain pipe at Sterling Place; and,

WHEREAS, Memphis Road Boring Co., Inc. (“MRB”) is willing and able to provide these services; and,

WHEREAS, funding for this work is allocated in the Fiscal Year 2025 annual budget for the Stormwater 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 allow Memphis Road Boring Co., Inc. (MRB) to reline the storm drain pipe at Sterling Place in the amount of Thirty-Seven Thousand Seven Hundred and Seventy-Six Dollars (\$37,776.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



P.O. BOX 771859
MEMPHIS, TN 38177

September 4, 2024

City of Lakeland
Engineering Dept.
10001 Hwy 70
Lakeland, TN 38002

Attn: Mr. Paul Posey

Re: UV Liner for 15" RCP (Sterling Place)

Gentlemen:

Memphis Road Boring Co., Inc. proposes to furnish all labor and equipment to perform the following work based on the information provided as well as a site visit. This work consists of rehabilitating an existing 15" RCP utilizing an Omega UV Cured-In-Place fiber glass reinforced liner in one (1) location.

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Clean existing pipe and Post-CCTV	1	LS	\$2,400.00	\$2,400.00
2	15" UV Liner (Line Pipe as-is)	132	LF	\$268.00	<u>\$35,376.00</u>
Total Proposal					\$37,776.00

Price Includes the following:

- Mobilization
- Clean existing pipe.
- **Engineered designed liner thickness depending on the depth of cover for load requirements. (Cured In Place liner will become cross drain when the host pipe deteriorates and loses structural integrity.)**
- Install Omega UV Liner 15"
- Cleanup and Demobilization.

NOTE: MRB visited the site and looked at the culvert. The culvert has settled approx.. 3 to 4 inches approximately 8-ft/ one joint from the downstream MH. The only way to repair the settled joint is to excavate down and repair/relay the last joint into the downstream MH. Therefore, as per your request, the following alternate is to perform this work:

ADD ALT (REPAIR SETTLED PIPE AT DOWNSTREAM MH)

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Excavate and repair settled pipe	1	LS	\$34,045.00	\$34,045.00

Price Includes the following:

- Mobilization
- Excavation down and shore to remove/repair settled 15" RCP pipe prior to UV Lining.
- Remove and replace concrete at excavation only.
- Remove and replace sod and rip rap at excavation only.
- Cleanup and Demobilization.

Price Excludes the following:

1. Performance and Payment bond (Available upon request.)
2. Once cleaning is completed, any structural repair of existing culverts unless add alternate is accepted
3. Repair of any concrete used to access for ADD ALT other than what is needed for excavation.

We would like to thank you for the opportunity to provide you with a proposal and please advise if you have any questions.

Very Truly Yours:

MEMPHIS ROAD BORING CO., INC.

Thomas C. Sander

Thomas C. Sander, P.E.
President

TCS/ts



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** – authorizing Shelby Electric Co., Inc. to install back up power (UPS) for the traffic signal located at Canada Rd. and US Hwy 70.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-134-2024.

BUDGET IMPACT

This expenditure is appropriated in the original budget for Fiscal Year 2025 State Street Aid Fund.

DISCUSSION

The purpose of this is to install back up power at the traffic signal to ensure efficiency and safety for traffic during the event of a power outage or any other unforeseen event. This signal is located at the intersection of Canada Rd. and US Hwy 70.

RESOLUTION R-134-2024

AUTHORIZING SHELBY ELECTRIC CO., INC. TO INSTALL BACK UP POWER (UPS)
FOR THE TRAFFIC SIGNAL AT CANADA RD. AND US HWY 70.

WHEREAS, the City of Lakeland, Tennessee (the “City”) desires to install back up power (UPS) for the traffic signal located at Canada Rd. and US Hwy 70; and,

WHEREAS, Shelby Electric Co., Inc. is willing and able to provide these services; and,

WHEREAS, funding for this work is allocated in the Fiscal Year 2025 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 to allow Shelby Electric Co., Inc. to install back up power (UPS) for the traffic signal located at Canada Rd. and US Hwy 70 in the amount of Sixteen Thousand Dollars (\$16,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Re: Canada & Lake District/Canada & Hwy 70 Signal Work Inquiry**Jason Baker** <jbaker@shelbyelectric.net>

Wed 8/14/2024 4:08 PM

To: Paul Posey <pposey@lakelandtn.org>

Cc: Emily Harrell <eharrell@lakelandtn.org>

The clary unit install price is \$16,000.00. Looks like I was wrong about our install price previously, but also the units went up almost \$2,000.00.

Jason M. Baker | Project Manager

Jbaker@shelbyelectric.net | 901-301-2198

Shelby Electric Company, Inc.

96 East EH Crump Blvd.

Memphis, TN 38106



From: Jason Baker <jbaker@shelbyelectric.net>**Sent:** Wednesday, August 14, 2024 6:45:44 AM**To:** Paul Posey <pposey@lakelandtn.org>**Cc:** Emily Harrell <eharrell@lakelandtn.org>**Subject:** Re: Canada & Lake District/Canada & Hwy 70 Signal Work Inquiry

Timeline for Chick-fil-A signal:

Poles estimated ship date is 10/23/24

Signal equipment estimated ship date 4/1/25

We have requested this be expedited. Also the only signal equipment that could really be that late coming in would be the signal cabinet. We hope to have some spares coming in January.

I requested a quote for The UPS (back up power conditioners) that were approved by the city. We installed one in Germantown for \$12500.00 about a year ago, so I would assume it would be around that number. Let you know when I get our quote back. I'll get a lead time for it as well.

Jason M. Baker | Project Manager

Jbaker@shelbyelectric.net | 901-301-2198

Shelby Electric Company, Inc.

96 East EH Crump Blvd.

Memphis, TN 38106



From: Paul Posey <pposey@lakelandtn.org>
Sent: Tuesday, August 13, 2024 3:08:55 PM
To: Jason Baker <jbaker@shelbyelectric.net>
Cc: Emily Harrell <eharrell@lakelandtn.org>
Subject: Canada & Lake District/Canada & Hwy 70 Signal Work Inquiry

Good afternoon Jason,

I hope all is well! I wanted to reach out and see if we had any estimated times for the permanent equipment for the Lake District Drive signal?

Also, we wanted to know what the estimate would be for us to have back up power installed for the signal at Canada Rd and US Hwy 70? (We also may be looking into getting back up power installed for our signals).

Please advise at your convenience, thank you!

Respectfully,
Paul Posey
Staff Engineer/Stormwater Program Manager
City of Lakeland
10001 Hwy 70
Lakeland Tn, 38002
Office: 901-867-5401



CITY OF LAKELAND
STORMWATER

CAUTION: This email originated from outside of the City of Lakeland. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Board of Commissioners

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - approving an agreement with Lindsey Champagne dba 901 Goats-Walkapony Goat Ranch for a Goat Yoga program in the City of Lakeland. *Sponsored by Vice-Mayor Dial*

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-135-2024.

BUDGET IMPACT

This program will be operated by the independent contractor, and the City will receive a percentage fee of 20% of total program registrants for each session run by the contractor.

DISCUSSION

901 Goats from Walkapony Goat Ranch has provided goat-themed events and venues for the surrounding area over the past several years. Some of the most prominent events have been goat yoga, baby goat snuggles, and even goat weddings. One of the most popular events is goat yoga. This past July, the Parks and Recreation Department celebrated "Parks and Rec Month" and offered multiple free sessions of goat yoga by 901 Goats. This resolution will create an opportunity to provide goat yoga in Lakeland for the remainder of 2024.

RESOLUTION R-135-2024

AUTHROIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
LINDSEY CHAMPAGNE DBA 901 GOATS-WALKAPONY GOAT RANCH FOR A
GOAT YOGA PROGRAM IN THE CITY OF LAKELAND

WHEREAS, the City of Lakeland, Tennessee, (the “City”) is committed to providing quality, recreational programming; and,

WHEREAS, the City desires to continue building new partnerships that assist in providing recreational opportunities; and,

WHEREAS, the City desires a goat yoga program; and,

WHEREAS, Lindsey Champagne dba 901 Goats-Walkapony Goat Ranch can provide this program; and,

WHEREAS, Lindsey Champagne dba 901 Goats-Walkapony Goat Ranch is willing and able to offer the program for the remainder of the 2024 calendar year:

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 execut an agreement with Lindsey Champagne dba 901 Goats-Walkapony Goat Ranch to provide a goat yoga program in the City of Lakeland.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

**City of Lakeland, TN
Independent Contractor Program Agreement**

This agreement ("Agreement") is made this 19TH day of September, 2024 by and between the **City of Lakeland**, a Tennessee municipality having a principal place of business at 10001 Highway 70, Lakeland, Tennessee 38002 ("**City**"), and Lindsey Champagne dba 901 Goats from Walkapony Goat Ranch, an independent having a principal place of business at 990 Clement Drive, Rossville, TN 38066 ("**Program Operator**").

Program Operator will conduct a Goat Yoga Program in Lakeland, TN utilizing City and partnering facilities. The City agrees to make available certain facilities ("Facilities"), identified in **Attachment A** to this Agreement, and advertise the Program with the City's media resources.

In consideration of the mutual benefits and responsibilities set forth below, the parties agree as follows:

1. **PROGRAM.** During the term of this Agreement, Program Operator shall operate a Goat Yoga program for ages 6 and up (6+) on the following dates and times:

- i. Wednesday October 30 (4:00PM, 5:00PM & 6:00PM),
- ii. Saturday November 23 (1:00PM, 2:00PM, 3:00PM),

The City agrees to make the Facilities available for operation of the Program during the times and at the locations identified in Attachment A to this Agreement. Notwithstanding anything in this Agreement to the contrary, the City reserves the right to cancel, without prior notice to the Program Operator, any practices and/or games due to unsafe conditions or when the City determines the use of the Facilities may be detrimental to the quality or maintenance of the Facilities.

2. **TERM.** This Agreement shall commence on the date of **September 19, 2024**, and shall expire on **December 31, 2024**, unless terminated sooner or extended in accordance with the provisions hereof. This Agreement may be terminated immediately by the City for the Program Operator's violation of any of the provisions or conditions contained in this Agreement, or in the event the City determines in its sole discretion that the Program Operator's use of the Facilities is or may be undesirable, offensive, unacceptable for educational and cultural uses or may cause damage to the facility's property, the facility's furnishings, or equipment located on the facility's property or injury of persons lawfully on the facility's property. Further, the City may terminate this Agreement for convenience upon 60 days written notice, in its sole discretion and with no liability to the City.

3. **FACILITIES.** The Facilities to be provided by the City under this Agreement for the purpose of operating the Program, and the times and dates on which they will be provided, are set forth in **Attachment A**. This Agreement relates solely to the Facilities and times and dates listed in **Attachment A**.

Program Operator agrees to accept the Facilities as is and to immediately notify the City in writing of the discovery of any defective or dangerous conditions found on or at the Facilities. Further, the Program Operator shall not damage in any way or cause waste to the Facilities or any contiguous or surrounding property and shall not permit the same to be done. Program Operator shall pay for any and all damage to the Facilities, including the building, grounds, equipment, furniture, and other property, caused by, or related to its use of the Facilities. Program Operator shall, at its sole expense, repair or replace any damage to the building, grounds, equipment, furniture, or other property, upon demand by the City. If the City is required to repair or replace any part of the grounds, building, equipment, or furniture, the costs associated therewith shall be reimbursed to the City by the Program Operator.

4. **EQUIPMENT.** The Program Operator will provide all necessary equipment to operate the program. If the City finds it necessary, it can provide equipment as needed. However, such City-provided equipment shall remain the sole property of the City and shall become part of the Facility for the purposes of this Agreement.
5. **ADVERTISEMENT OF PROGRAM.** The City agrees to advertise the Goat Yoga Program by placing information about the program on the City of Lakeland's websites and media outlets. Program Operator shall not represent that the City of Lakeland is operating or supervising the Program in any way.
6. **REGISTRATION AND FEES.** All Registration fees for the Program will be collected by the Program Operator.

Upon the completion of the program, or in the case of a program which runs longer than 30 days, the first day of the month following the first day of the program, the Program Operator shall prepare and provide a list of registrants, along with an accounting of the fees generated by the Program to the City. At the same time, the Program Operator shall pay the City a fee equal to twenty percent (**20%**) of total program registration fees.

In the event the Program Operator elects to charge additional fees (e.g., yoga matt fees, etc.), any additional fees shall be charged directly to the registrants at the Program Operator's cost.

7. **COMPLIANCE WITH POLICIES, RULES, AND LAWS.** Program Operator agrees to operate the Program and to use and occupy the Facilities and Equipment in compliance with all applicable City policies, ordinances, regulations and procedures, and all other local, state, and federal regulations and laws.
8. **SUPERVISION AND TRAINING.** Program Operator shall be solely responsible for the conduct of all persons using the Facilities or while on City property at Program Operator's program or by express or implied invitation and shall protect and indemnify the City from all claims arising out of or related to the Program Operator's use of the Facilities.

Program Operator shall be responsible for supervising its officers, agents, employees, guests, patrons, volunteers, and invitees while anywhere on City Property or the Facilities and shall provide qualified, professionally trained, and responsible adult supervisors to ensure compliance with all rules, regulations, and procedures. Program Operator is responsible for providing all necessary and appropriate safety instruction to all its employees and volunteers and to all participants and attendees at the Program. The City reserves the right to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facilities.

9. **INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE.** Program Operator shall indemnify, defend, and save harmless the City, its officers, elected officials, agents, and employees from all loss, cost, and expense, including costs of defense and attorneys' fees, relating to or arising out of any liability, loss, expense, or claim, whether sounding in tort, contract, or otherwise, by reason of the use or occupancy of the Facilities under this Agreement (whether such use is authorized or not) or by reason of any act or omission of Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

Program Operator is responsible for any and all damage to the Facilities or property of the City, or loss or theft of such property, done or caused by Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

The City assumes no responsibility whatsoever for any property placed in the Facilities by the Program Operator, its employees, volunteers, agents, guests, attendees, patrons, or invitees.

The City is hereby expressly released and discharged from all liabilities for any loss, injury or damage to persons or property that may be sustained by reason of the use of the Facilities under this Agreement.

Program Operator agrees to purchase, at Program Operator's own expense, a comprehensive general liability insurance policy, including public liability and property damage, written by a company licensed to do business in Tennessee and acceptable to the City, covering Bodily Injury and Property Damage for an amount not less than \$1,000,000.00 Combined Single Limits. This insurance shall include coverage for legal liability to participants and coverage for sexual abuse and molestation. The City shall be named as an additional insured in any insurance policy required by this Agreement. Program Operator agrees that the insurance purchased shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the insurance as required under this Agreement shall be delivered to the City before the subject Goat Yoga Program begins.

- 10. RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to place the parties in the relationship of partners, employee/employer, joint ventures, agents, or otherwise. Program Operator shall have no power to obligate or bind the City in any manner whatsoever, and the City does not in any way represent itself as a guarantor of the quality of any product or service produced or provided by Program Operator.

By their execution below, the parties have agreed to all the terms and conditions of this agreement.

City of Lakeland

Program Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A: Program Information

Program Operator: Lindsey Champagne dba 901 Goats – Walkapony Goat Ranch
Name of Program: Goat Yoga
Address: 990 Clement Drive, Rossville, TN 38066
Phone Number: 901-487-3006
Website: www.901goats.com

A. Program Description

Program Operator will run a Goat Yoga program for residents ages six and up:

B. Program Dates, Times, and Locations

Program Sessions:

Wednesday October 30 (4:00PM, 5:00PM & 6:00PM)
Saturday November 23 (1:00PM, 2:00PM, 3:00PM)

International Harvester Managerial Park
4523 Canada Road, Lakeland, TN 38002

Weather related or field playability closures will be made as early as possible to provide adequate notice to program participants. These closures may be made by the City or the Program Operator.

C. Program Registration and Additional Fees

Program Operator assumes the responsibility for all registration and fee collection.
Registration fee for the program will be:

\$25.00 per registrant

In the event of session cancellation, Program Operator will make a good faith effort to reschedule participants for a rescheduled session.

RESOLUTION R-123-2024

APPOINTMENT 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 one At Large vacant position 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 person listed below be appointed to the City of Lakeland Community Advisory Board to serve a term expiring July 1, 2025.

At Large 6 Bella Christina Oberhansley

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Bella Christina Oberhansley (At-Large 6 consideration)

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.

Meeting Cycle: Thursday, September 19, 2024

Subject: **Resolution** - authorizing a grant application for DHS funds to assist with the early learning center component of the Lakeland Community Center.
Sponsored by Mayor Roman

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-137-2024.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

During the course of discussions with our partners at the YMCA and contacts with the Department of Human Services (DHS) regarding grant funds available to finance the early learning center of the Lakeland Community Center, it was determined that the best course of action on the project would be for the City to be the grant recipient of these funds and therefore better enable compliance and management of the overall project.

This resolution officially authorizes the City to submit the application for grant funding.

RESOLUTION R-137-2024

AUTHORIZING A GRANT APPLICATION FOR DHS FUNDS TO ASSIST WITH THE
EARLY LEARNING COMPONENT OF THE LAKELAND COMMUNITY CENTER

WHEREAS, the Tennessee Department of Human Services (“DHS”) is accepting funding applications regarding the Tennessee Childcare Capital Grant Project; and,

WHEREAS, the Board of Commissioners for the City of Lakeland, Tennessee (the “BOC”), desires to apply for grant funding as a means for providing the City of Lakeland, Tennessee (the “City”) with additional capital funds for the construction of the Lakeland Community Center which will expand childcare capacity within the City while also limiting the debt obligation necessary to construct the Lakeland Community Center; and,

WHEREAS, if approved, DHS will provide funding through the grant which will be allocated towards the Early Learning Component of the Lakeland Community Center; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee has identified participation in the grant project as a high priority need within the City:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that a grant application for DHS funds to assist with the Early Learning Center component of the Lakeland Community Center is hereby authorized.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-133-2024

AUTHORIZING THE USE OF CITY PROPERTY AT 0 HUFF N PUFF ROAD PARCEL
ID L0159 00410 BY THE MIDSOUTH VETERANS LEAGUE (MSVL) FOR A
VETERANS DAY FLAG CEREMONY AND A FLAG RETIREMENT CEREMONY

- WHEREAS,** the City of Lakeland, Tennessee (the “City”) recognizes the importance of honoring and supporting the contributions and sacrifices made by military veterans; and,
- WHEREAS,** the MidSouth Veterans League (MSVL) has requested the use of City property located at 0 Huff N Puff Road (Parcel ID: L0159 00410) for the purpose of holding a Veterans Day Flag Ceremony from November 2 through November 17, 2024 and a Flag Retirement Ceremony; and,
- WHEREAS,** the MSVL requests permission to utilize a fire pit for the dignified retirement of flags in accordance with the United States Flag Code, which requires appropriate safety precautions to be implemented; and,
- WHEREAS,** the MSVL shall be required to provide general liability insurance coverage for the event to protect both the City and the participants during the ceremonies; and,
- WHEREAS,** the City of Lakeland supports community events that honor veterans and adheres to safety standards to ensure the well-being of participants and the public:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee authorizes the use of the City-owned property located at 0 Huff N Puff Road (Parcel ID: L0159 00410) by the MidSouth Veterans League (MSVL) for a Veterans Day Flag Ceremony and a Flag Retirement Ceremony to be held from November 2 through November 17, 2024.

BE IT FURTHER RESOLVED the Board of Commissioners authorizes the use of a fire pit for the purpose of the Flag Retirement Ceremony, provided that all appropriate safety precautions, including fire safety measures, are followed, and that the event is conducted in compliance with all applicable local and state laws and regulations.

BE IT FURTHER RESOLVED the MSVL shall provide and maintain general liability insurance coverage for the event and shall provide proof of such insurance to the City Manager prior to the commencement of the event.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-136-2024

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION ESTABLISHING
THE CITY OF LAKELAND AS A PURPLE HEART CITY

WHEREAS, the Purple Heart Medal was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and,

WHEREAS, the organization now known as the “Military Order of the Purple Heart,” was formed in 1932 for the protection and mutual interest of all who have received the Purple Heart Medal, and it is the only veterans service organization comprised strictly of “combat” veterans; and,

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly—make sure we never forget; and,

WHEREAS, the Board of Commissioners desires to establish the City of Lakeland as a Purple Heart City:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized and directed to sign a Proclamation establishing the City of Lakeland as a Purple Heart City.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Proclamation

WHEREAS, the City of Lakeland, Tennessee, recognizes the immeasurable sacrifices made by the brave men and women who have served in the Armed Forces of the United States of America, particularly those who have been wounded or killed in combat in defense of our nation; and,

WHEREAS, the Purple Heart is a military decoration awarded to members of the United States Armed Forces who have been wounded or killed by enemy action while serving their country; and,

WHEREAS, the City of Lakeland, Tennessee, honors the courage, sacrifice, and dedication of the Purple Heart recipients who reside in our community and across the nation; and,

WHEREAS, the City of Lakeland desires to express its gratitude and recognize the valiant service of these individuals by designating the city as a "Purple Heart City"; and,

WHEREAS, becoming a Purple Heart City demonstrates the City's commitment to honor and remember those who have selflessly put themselves in harm's way to protect the freedoms and safety of our nation; and,

WHEREAS, the designation of Lakeland as a Purple Heart City will promote awareness of the sacrifices that the brave men and women of our Armed Forces have made and continue to make on behalf of our country; and,

WHEREAS, the City of Lakeland, Tennessee, encourages its citizens to learn about the Purple Heart medal, its recipients, and to actively support and recognize all veterans and their families:

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim the City of Lakeland to be a **Purple Heart City**, and urge all citizens and organizations to show their appreciation for the contributions and sacrifices of Purple Heart recipients.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lakeland to be affixed this 19th of September, 2024.

Josh Roman, *Mayor*
City of Lakeland, Tennessee

RESOLUTION R-138-2024

AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT
SUBMITTED BY THE LAKE DISTRICT, LLC AND NEGOTIATE A LEASE
AGREEMENT WITH THE LAKE DISTRICT, LLC TO PROVIDE A PHYSICAL
LOCATION FOR THE SHELBY COUNTY SHERIFF'S OFFICE IN LAKELAND

- WHEREAS,** the Board of Commissioners of the City of Lakeland, Tennessee (the "Board") has prioritized and invested in public safety; and,
- WHEREAS,** the Mayor and City Manager have negotiated with the Shelby County Sheriff's Office ("Sheriff's Office") to provide Lakeland residents with a physical law enforcement presence within the municipal boundaries of Lakeland; and,
- WHEREAS,** the Board desires to lease space to provide the Sheriff's Office a physical location within Lakeland; and,
- WHEREAS,** The Lake District, LLC owns property located at 9845 Lake District Dr. W. Suite 101, Lakeland, Tennessee 38002; and,
- WHEREAS,** The Lake District, LLC submitted a letter of intent to the City of Lakeland proposing a lease agreement with the City of Lakeland so that Lakeland can provide the Sheriff's Office with the physical space contemplated herein; and,
- WHEREAS,** the Board desires to enter a nonbinding letter of intent with The Lake District, LLC; and,
- WHEREAS,** the Board further desires to authorize the City Manager and City Attorney to negotiate a lease agreement with The Lake District, LLC, draft necessary agreements with the Sheriff's Office, and take all necessary actions to provide the Sheriff's Office necessary assistance to occupy the space contemplated herein:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager and City Attorney are hereby authorized to execute a nonbinding letter of intent with The Lake District, LLC attached hereto as Exhibit A, negotiate a lease agreement with The Lake District, LLC, draft necessary agreements with the Sheriff's Office, and take all necessary actions to provide the Sheriff's Office necessary assistance to occupy the space contemplated herein.

RESOLUTION R-138-2024

AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT
SUBMITTED BY THE LAKE DISTRICT, LLC AND NEGOTIATE A LEASE
AGREEMENT WITH THE LAKE DISTRICT, LLC TO PROVIDE A PHYSICAL
LOCATION FOR THE SHELBY COUNTY SHERIFF'S OFFICE IN LAKELAND

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland,
Tennessee, this 19TH day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-138-2024

AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT
SUBMITTED BY THE LAKE DISTRICT, LLC AND NEGOTIATE A LEASE
AGREEMENT WITH THE LAKE DISTRICT, LLC TO PROVIDE A PHYSICAL
LOCATION FOR THE SHELBY COUNTY SHERIFF'S OFFICE IN LAKE LAND

Exhibit A

Nonbinding Letter of Intent

See Attached

September 13, 2024

Michael Walker
City Manager
901-867-2719
mwalker@lakelandtn.org

Re: Letter of Intent for The City of Lakeland @ Lake District

Dear Michael,

The following shall be a proposal on behalf of **Lake District, LLC** (Landlord”) to enter into a lease agreement with **The City of Lakeland** (“Tenant”). To promote discussions that may culminate in a lease agreement between the parties, the following terms are suggested to proceed to a lease agreement.

TENANT: City of Lakeland, Tennessee

TRADE NAME: N/A

LANDLORD: The Lake District, LLC

PREMISES: Tenant’s intent is to lease +/- **5,061** square and shown as suite B101 on the Lake District Retail brochure located at 9845 Lake District Dr. W., Lakeland, Tennessee 38002.

USE: Municipal / Sherriff’s department offices.

TERM: Ten (10) years.

BASE RENT: Base rent of **\$29.00** PSF and shall increase at a rate of **Three (3%) percent** every year. See rent Schedule below:

OPTION: Tenant shall be granted **One (1) Five (5)** year option to renew at **\$39.00** PSF and then continue to increase at a rate of **Three (3%) percent** every year.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and the same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions imposed by our principals.

RENT SCHEDULE:

<u>Years</u>	<u>PSF Base Rent</u>
1	<u>\$29.00</u>
2	<u>\$29.87</u>
3	<u>\$30.77</u>
4	<u>\$31.69</u>
5	<u>\$32.64</u>
6	<u>\$33.62</u>
7	<u>\$34.63</u>
8	<u>\$35.67</u>
9	<u>\$36.74</u>
10	<u>\$37.84</u>

NNN EXPENSES: NNN expenses are currently estimated at \$9.50 PSF for the first full calendar year.

Tenant shall be responsible for its pro rata share of real estate taxes, insurance, and common area maintenance fees ("CAM").

DELIVERY DATE: Upon full lease execution by both parties or an earlier mutually agreeable date (the "Scheduled Delivery Date"). Tenant shall have early access to the Premises, giving the Landlord a minimum of 24-hour prior notice, in effort to start its due diligence with their architect and contractor.

RENT COMMENCEMENT: Shall commence on the earlier of: (i) the day Tenant opens for business in the Premises, or (ii) one hundred fifty (150) Days from the Landlord's delivery of Premises with Landlord's Work complete.

**LANDLORD
WORK:**

Landlord shall deliver the premises as a "vanilla box".

**TENANTS
CONSTRUCTION:**

Tenant will, at its own expense, improve the Premises as approved by Landlord. Tenant shall be permitted to construct a prototypical office, in compliance all applicable laws, codes and ordinances governing the Premises. The scope of Tenants' work shall include, without limitation, building, architect's fees, engineering fees and related soft costs, building permits, other governmental approvals, and all other permit as it relates to Tenants improvements.

EFFECTIVE DATE: Lease shall become effective upon mutual execution of the Lease. Unless otherwise designated, all terms and provisions of the Lease shall be binding upon the parties beginning on the Effective Date.

**ADVANCED
RENT/SECURITY
DEPOSIT:** Two months gross rent.

**LANDLORD'S
MAINTENANCE:** Landlord shall repair and maintain the roof of the Premises (including its watertight membrane), all exterior and structural elements of the Premises, all utility systems to the point of entry to the Premises, and all common areas of the shopping center.

SIGNAGE: Subject to Landlord and City approval, and to be in accordance with the applicable Signage Criteria. Landlord hereby grants and approves the following signage:

1. Opening Signage. Tenant shall have a license to install a "Coming Soon" or "Now Open" banner and temporary flags or A-frame street signs in the Common Area adjoining the most heavily traveled right of way adjacent to the Shopping Center during the period between the lease execution date and until thirty (30) days after the date Tenant opens for business.
2. Permanent Signage. Tenant will be allowed to use its standard sign and awning package to the maximum size allowed by Landlord and local governing authority.
3. Pylon/Monument/Directory Sign. Tenant shall have the right, to affix signage on a panel of directory sign which configuration and placement is TBD.

USE: Tenant's use shall be subject to all existing restrictions and exclusives that govern the property. These are be listed in Exhibit A.

**ASSIGNMENT/
SUBLETTING:** Tenant shall have the right to assign the lease or sublease the whole or any portion of the Premises for any lawful retail use, not inconsistent with the use clause, with Landlord's prior written consent, and in accordance with any exclusive uses and recorded CCR's.

CONFIDENTIALITY: Landlord will maintain in strict confidence all information relating to Tenant’s proposed tenancy, including, but not limited to, the terms of this LOI and it will not disclose such information to any other party without Tenant’s prior written consent. Notwithstanding, such confidential information may be released to Landlord’s employees, partners, consultants, attorneys, accountants, and lenders who have a reasonable need to know such information and who agree to maintain the confidential nature of the information.

Submission of this proposal for examination and/or execution shall not in any manner be binding upon the parties until both parties have executed the final form of a lease document. However, upon the acceptance of this proposal, Tenant will furnish a lease with the above approved terms and conditions for execution by both parties, unless otherwise agreed upon between the parties.

Sincerely,



Carson Claybrook

Agreed and Accepted

Tenant:

Landlord:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____



Suite	Tenant Name	Space Size
A101	Villa Castrioti	5,475 SF
A105	Stretch Lab	1,503 SF
A107	Wayback Burgers	1,800 SF
A110	Blue Flame Cigar Lounge	2,143 SF
B140	AVAILABLE	35,146 SF
B133	Portales Tapas & Tequila	2,500 SF

Suite	Tenant Name	Space Size
B130	Hollywood Feed	3,600 SF
B218	Olive House Grocery	3,600 SF
B127	AVAILABLE	1,503 SF
B123	Lake District Wine & Liquor	8,900 SF
B117	Boba Society	1,600 SF
B113	Frost Bakery	3,200 SF
B109	Gloss Nail Bar	4,736 SF

Suite	Tenant Name	Space Size
B101	AVAILABLE	5,061 SF
C109	Cycle Bar	2,500 SF
C107	Activate IV	2,702 SF
B117	Chosen Lines Boutique	1,810 SF
B113	The Soap Factory	2,070 SF
B109	Lakefront Wellness	1,940 SF

RESOLUTION R-124-2024

APPROVING A RESOLUTION IN SUPPORT OF A COMPREHENSIVE JUVENILE REHABILITATION AND DETENTION CENTER LOCATED IN WEST TENNESSEE

- WHEREAS,** the City of Lakeland has long maintained public safety as a top service priority; and,
- WHEREAS,** public safety, crime prevention and justice for victims remains a focus among residents in Lakeland, Shelby County, the Mid-South and throughout West Tennessee; and,
- WHEREAS,** it is well documented that crime has been a major concern throughout Memphis and Shelby County, specifically violent and property crime over the past several years; and,
- WHEREAS,** specifically juvenile offenses and crimes have become common throughout the region ranging from vandalism, shoplifting, assault, aggravated assault, property theft, automobile theft, theft of handguns and murder; and,
- WHEREAS,** in 2023, there were over five hundred serious juvenile charges filed in the Juvenile Court of Memphis and Shelby County; and,
- WHEREAS,** there are limited settings currently available to appropriately detain and rehabilitate juvenile offenders; and,
- WHEREAS,** the Wilder Youth Development Center constructed in 1971, located in Fayette County, Tennessee has been identified for improvements, however the capacity is well below the demand for juvenile rehabilitation and detention services in Shelby County and West Tennessee; and,
- WHEREAS,** the shuttered West Tennessee Federal Detention Facility with capacity of 600 inmates on 44 acres located in Mason, Tennessee demands the need for a feasibility study conducted by the State of Tennessee to support the facility repurposing for an expanded capacity, comprehensive juvenile rehabilitation and detention center to serve West Tennessee; and,
- WHEREAS,** the City of Lakeland has maintained a focus on public safety with specific goals to deter crime and criminal activity within our city limits; and,
- WHEREAS,** Lakeland has worked with purpose to maintain safety, there still remains a significant risk and continuous criminal activity within the Mid-South that poses challenges and pressure for Lakeland to maintain acceptable levels of safety and security:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, and on behalf of our entire community, that we fully support the need for enhanced safety in our city and within our neighborhoods, and that we advocate among our state representatives, senators and Governor of the Great State of Tennessee for an appropriately sized, comprehensive center to rehabilitate and detain juvenile offenders throughout West Tennessee..

RESOLUTION R-124-2024

APPROVING A RESOLUTION IN SUPPORT OF A COMPREHENSIVE JUVENILE
REHABILITATION AND DETENTION CENTER LOCATED IN WEST TENNESSEE

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland,
Tennessee this 19th day of September 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, September 19, 2024

Subject: **Discussion and Possible Action** - regarding the Plantation Woods Drive stream crossing.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff has no recommended action to result from this discussion item.

BUDGET IMPACT

There is no budgetary impact related to this discussion item.

DISCUSSION

During the August Board of Commissioners meeting, a resident brought forth concerns regarding the Plantation Woods Drive stream crossing as a part of the public comment section of the meeting. Mayor Roman requested that a follow up discussion occur at the next BOC meeting. During the intervening period, the City Manager requested that Engineering provide an update to the BOC on the issues and concerns raised. This follow up is attached in the included letter from the City Engineer.



To: Board of Commissioners
From: Emily Harrell, PE, City Engineer
Date: September 12th, 2024

RE: Plantation Woods Drive Stream Crossing

I am writing to provide a professional assessment of the concerns presented by Mr. Hardy during the Board of Commissioners (BOC) meeting on August 16, 2024, and his follow-up email sent on August 17, 2024.

Mr. Hardy's statements suggest that the Plantation Woods Drive stream crossing is in dire need of repair, potentially creating a health and safety issue if the structure were to fail. He is concerned with the volume of water passing under the bridge and erosion occurring at and around the stream crossing. He suggests The Lake District site is a major contributor of the increase in volume of water as well as the reduction in water quality.

The Public Works Director and I have performed multiple inspections of the stream crossings on Plantation Woods Drive and on Cobb Road. I met with Mr. Hardy on many occasions over the last several years to hear his concerns related to both crossings and The Lake District site. In addition to the City's inspections, the Tennessee Department of Transportation (TDOT) also performs inspections of all significant stream crossings within the City every two years. Attached is a copy of the latest TDOT inspection report on Plantation Woods Drive and a sample report for reference.

The City's maintenance responsibility is at the stream crossing only. The streams are owned and maintained by the property owner on which they are located. See below for detailed responses to each concern raised.

1) The capacity of the stream crossing - The streams are performing as expected with no evidence of capacity issues related to the stream crossings. The City has not observed water overtopping any of the stream crossings along this stream, which would indicate a capacity issue at the structure. We will continue to inspect stream crossings during large rain events to ensure that they are operating as designed. Public Works routinely clears debris at stream crossings to ensure that the water can flow freely through the structure.

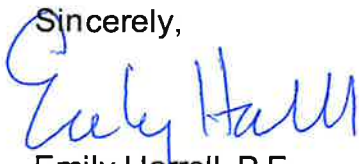
2) The structural integrity of the stream crossing - Our inspections have not revealed any indication of structural issues. The TDOT inspection includes structural elements as well. The last 2 reports from TDOT indicate a 91.5 out of 100 sufficiency rating. TDOT does not recommend rehabilitation until a bridge rating is less than 80 and replacement at 50. It is important to note that this stream crossing is a box culvert, not a span bridge. A box culvert is a concrete tunnel-like structure that extends across the entire length of the crossing. This type of structure is not subject to the same effects from erosion as a bridge with piers.

3) Water quality of the stream (tributary of Gray's Creek) - The discoloration of the water is due to sediment; however, the source is primarily from natural erosion of the stream bank. This stream collects water from a significant area extending as far west as El Hill Drive and north to the southern right of way of I-40. With such a large drainage area it is unlikely that the Lake District is causing all of the discoloration. The City has observed sediment laden water leaving the Lake District site and continues to work with the Tennessee Department of Environment and Conservation (TDEC) and the current property owner to prevent the discharge of sediment laden water from the site.

Finally, as a point of clarification, Mr. Hardy stated the streams are in a floodplain. This is an accurate statement as most streams are located within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (floodway and/or floodplain). The floodplain indicates where there is a potential for the stream to overtop during a 100-year rain event. This is primarily used for flood insurance purposes. The fact that that stream is in the floodplain has no relevance to the capacity or structural integrity of the stream crossing.

At this time, there are no improvements required at the Plantation Woods Drive or Cobb Road stream crossings. The Engineering Department will continue to perform regular inspections of all stream crossings within the City as well as review TDOT inspection reports. If either of these inspections indicate a deficiency in the stream crossing, the City will propose improvements at the site, subject to BOC approval, to maintain safe access on Plantation Hills Drive and Cobb Road. Feel free to contact me with any additional questions or concerns.

Sincerely,



Emily Harrell, P.E.
City Engineer

NATIONAL BRIDGE INVENTORY TENNESSEE INVENTORY AND APPRAISAL REPORT



BRIDGE ID NUMBER: **790D9650001**
 BRIDGE OWNER: **CITY OF LAKELAND**
 FIPS CODE: **00000**
 ROAD NAME: **PLANTATION WOODS DR.**
 CROSSING: **BRANCH**
 LOCATION: **PLANTATION WOODS DRIVE**

COUNTY: **SHELBY**
 ROUTE: **0D965**
 SPECIAL CASE: **0**
 COUNTY SEQUENCE: **1**
 LOG MILE: **0.27**
 SUFFICIENCY RATING: **91.5**

IDENTIFICATION

(16a,b) LATITUDE: **N 35.21210 DEGREES**
 (17a,b) LONGITUDE: **W 89.71542 DEGREES**
 (98a) BORDER BRIDGE STATE CODE: **N/A**
 (98b) PERCENT SHARE: **00**
 (99) BORDER BRIDGE NUMBER: **NOT APPLICABLE**

BRIDGE TYPE AND MATERIAL

(43a) MAIN SPAN MATERIAL: **CONCRETE CONTINUOUS**
 (44a) APPR SPAN MATERIAL: **NOT APPLICABLE**

(45) NUMBER OF MAIN SPANS: **2**
 (46) NUMBER OF APPROACH SPANS: **0**
 (107) TYPE OF DECK: **CONCRETE CAST-IN-PLACE**
 (108) TYPE OF WEARING SURFACE AND DECK PROTECTION:
 A) TYPE OF SURFACE: **ASPHALT**
 B) TYPE MEMBRANE: **UNKNOWN**
 C) TYPE PROTECTION: **UNKNOWN**

AGE AND SERVICE

(27) YEAR THE BRIDGE WAS BUILT: **1965**
 (106) YEAR THE BRIDGE WAS REHABILITATED: **N/A**
 (42a) SERVICE ON BRIDGE: **HIGHWAY**
 (42b) UNDER BRIDGE: **WATERWAY**
 (28a) NUMBER OF LANES CARRIED BY BRIDGE: **2**
 (28b) NUMBER OF LANES UNDER THE BRIDGE: **0**

GEOMETRIC DATA

(48) MAXIMUM SPAN LENGTH: **12.0 FT**
 (49) TOTAL BRIDGE LENGTH: **27.3 FT**
 (50a) LEFT SIDEWALK WIDTH: **0.0 FT**
 (50b) RIGHT SIDEWALK WIDTH: **0.0 FT**
 (51) BRIDGE CURB TO CURB WIDTH: **28.5 FT**
 (52) BRIDGE OUT TO OUT WIDTH: **33.1 FT**
 (32) APPROACH ROADWAY (W/ SHLDS) WIDTH: **24.0 FT**
 (33) BRIDGE MEDIAN: **NO MEDIAN**
 (34) BRIDGE SKEW: **17 DEGREES**
 (35) BRIDGE FLARE: **NO FLARE**
 (520) MIN VERTICAL CLEARANCE OVER RD: **100 FT**
 (47) MIN HORIZONTAL CLEARANCE ON ROADWAY: **28.5 FT**
 (54a) VERT UNDERCLR: **NOT A HIGHWAY OR RAILROAD**
 (54b) MIN VERTICAL UNDERCLEARANCE: **NOT APPLICABLE**
 (55a) HORZ UNDERCLR: **NOT A HIGHWAY OR RAILROAD**
 (55b) MIN HORZ UNDERCLR ON RIGHT: **NOT APPLICABLE**
 (56) MIN HORZ UNDERCLR ON LEFT: **NOT APPLICABLE**

NAVIGATION DATA

(38) NAV CONTROL: **NO NAVIGATION CONTROL**
 (39) NAVIGATION VERTICAL CLEARANCE: **N/A**
 (116) LIFT BRIDGE VERT CLEARANCE: **N/A**
 (40) NAVIGATION HORZ CLEARANCE: **N/A**

CLASSIFICATION

(112) MEETS NBIS BRIDGE LENGTH: **YES**
 (104) NATIONAL HIGHWAY SYSTEM: **NOT A NHS ROUTE**
 (26) FUNCTIONAL CLASS: **LOCAL RURAL ROAD**
 (101) PARALLEL BRIDGE: **NO PARALLEL BRIDGE**
 (102) TRAFFIC DIR: **2-WAY TRAFFIC**
 (103) TEMPORARY BRIDGE: **NOT APPLICABLE**
 (110) NATIONAL TRUCK ROUTE: **NOT ON TRUCK NETWORK**
 (37) HISTORICAL CLASS: **HISTORICAL SIGNIFICANCE HAS NOT BEEN DETERMINED**

CONDITION RATINGS

(58) DECK: **N**
 (59) SUPERSTRUCTURE: **N**
 (60) SUBSTRUCTURE: **N**
 (61) STREAM CHANNEL AND CHANNEL PROTECTION: **4**
 (62) CULVERT CONDITION (IF APPLICABLE): **6**

DESIGN LOAD AND WEIGHT POSTING

(31) DESIGN LOADING: **HS-20-44**
 WEIGHT POSTING (2 AXLE VEHICLES): **ALL LEGAL LOADS**
 WEIGHT POSTING (3 OR MORE AXLES): **ALL LEGAL LOADS**
 (70) BRIDGE POSTING CODE: **5**
 (41) WT POSTING STATUS: **OPEN**

APPRAISAL

(67) STRUCTURAL EVALUATION: **6**
 (68) DECK GEOMETRY: **7**
 (69) UNDERCLEARANCE RATING: **N**
 (71) WATERWAY ADEQUACY: **6**
 (72) APPROACH ROADWAY ALIGNMENT: **8**
 (36) TRAFFIC SAFETY FEATURES: **0N00**
 (113) SCOUR CONDITION RATING: **8**

RECOMMENDED IMPROVEMENTS

(75) TYPE OF WORK: **BRIDGE REHABILITATION**
 (76) LENGTH OF BRIDGE IMPROVEMENT: **26.9 FT**
 (94) BRIDGE IMPROVEMENT COST: **\$141,000.00**
 (95) ROADWAY IMPROVEMENT COST: **\$15,000.00**
 (96) TOTAL PROJECT COST: **\$212,000.00**
 (97) YEAR OF IMPROVEMENT COST ESTIMATE: **2021**

INSPECTION DATES

(90) DATE OF LAST REGULAR INSPECTION: **4/17/2023**
 (91) REGULAR INSPECTION FREQUENCY (MONTHS): **24**
 (93b) DATE OF LAST UNDERWATER INSP (MO/YR): **N/A**
 (92b) UNDERWATER INSP FREQUENCY (MONTHS): **N00**
 (93c) DATE OF SPECIAL INSPECTION (MO/YR): **N/A**
 (92c) SPECIAL INSP FREQUENCY (MONTHS): **N00**

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PUBLICATION DATE

12-Mar-24

EXAMPLE REPORT

NOTE: THE NATIONAL BRIDGE INVENTORY (NBI) NUMBERS ARE IN PARENTHESIS.

UNIQUE BRIDGE IDENTIFIER NUMBER
USED IN REPORTING TO FEDERAL GOVERNMENT

NATIONAL BRIDGE INVENTORY TENNESSEE INVENTORY AND APPRAISAL REPORT		TDOT
BRIDGE ID NUMBER 050A5610001 BRIDGE OWNER BLOUNT COUNTY FIPS CODE 00050 ROAD NAME STABLES DR CROSSING LITTLE RIVER LOCATION 5.5 M. SE. WALLAND		COUNTY BLOUNT ROUTE 0A561 SPECIAL CASE 0 COUNTY SEQUENCE 1 LOG MILE 0.01 SUPPLEMENTARY RATING 6.5
IDENTIFICATION (16a) LATITUDE N 35.67047 DEGREES (17a) LONGITUDE W 83.71550 DEGREES (91a) BORDER BRIDGE STATE CODE N/A (91b) PERCENT SHARE N/A (99) BORDER BRIDGE NUMBER NOT APPLICABLE		CLASSIFICATION (112) MEETS NBI'S BRIDGE LENGTH YES (104) NATIONAL HIGHWAY SYSTEM NOT A NHS ROUTE (26) FUNCTIONAL CLASS: LOCAL RURAL ROAD (101) PARALLEL BRIDGE NO PARALLEL BRIDGE (102) TRAFFIC DIR 2-WAY TRAFFIC (103) TEMPORARY BRIDGE NOT APPLICABLE (110) NATIONAL TRUCK ROUTE NOT ON TRUCK NETWORK (37) HISTORICAL CLASS HISTORICAL SIGNIFICANCE HAS NOT BEEN DETERMINED
BRIDGE TYPE AND MATERIAL (4) MAIN SPAN MATERIAL CONCRETE (44a) APPROX SPAN MATERIAL NOT APPLICABLE		CONDITION RATINGS (45) NUMBER OF MAIN SPANS 3 (46) NUMBER OF APPROACH SPANS 0 (107) TYPE OF DECK OTHER (108) TYPE OF WEARING SURFACE AND DECK PROTECTION A) TYPE OF SURFACE MONOLITHIC CONCRETE B) TYPE OF MEMBRANE NONE C) TYPE OF PROTECTION NONE
AGE AND SERVICE (27) YEAR THE BRIDGE WAS BUILT 1970 (106) YEAR THE BRIDGE WAS REHABILITATED N/A (42a) SERVICE ON BRIDGE HIGHWAY (42b) UNDER BRIDGE WATERWAY (28a) NUMBER OF LANES CARRIED BY BRIDGE 2 (28b) NUMBER OF LANES UNDER THE BRIDGE 0		DESIGN LOAD AND WEIGHT POSTING (51) DESIGN LOADING H-10-44 (52) WEIGHT POSTING (2 AXLE VEHICLES) 10 TONS (53) WEIGHT POSTING (3 OR MORE AXLES) 18 TONS (70) BRIDGE POSTING CODE 4 (41) WT POSTING STATUS BRIDGE IS WEIGHT POSTED
GEOMETRIC DATA (48) MAXIMUM SPAN LENGTH 40.0 FT (49) TOTAL BRIDGE LENGTH 121.1 FT (50a) LEFT SIDEWALK WIDTH 0.0 FT (50b) RIGHT SIDEWALK WIDTH 0.0 FT (51) BRIDGE CURB TO CURB WIDTH 19 FT (52) BRIDGE OUT TO OUT WIDTH 20 FT (32) APPROACH ROADWAY (W. SHOULDS) WIDTH 16.1 FT (33) BRIDGE MEDIAN NO MEDIAN (34) BRIDGE SKEW 0 DEGREES (35) BRIDGE FLARE NO FLARE (52b) MIN VERTICAL CLEARANCE OVER RD NO RESTRICTION (47) MIN HORIZONTAL CLEARANCE ON ROADWAY 19.0 FT (51a) VERT UNDERCLR NOT A HIGHWAY OR RAILROAD (54a) MIN VERTICAL UNDERCLEARANCE NOT APPLICABLE (55a) MIN HORIZ UNDERCLR NOT A HIGHWAY OR RAILROAD (55b) MIN HORIZ UNDERCLR ON RIGHT NOT APPLICABLE (56) MIN HORIZ UNDERCLR ON LEFT NOT APPLICABLE		APPRAISAL (67) STRUCTURAL EVALUATION 3 (68) DECK GEOMETRY 3 (69) UNDERCLEARANCE RATING N (71) WATERWAY ADEQUACY 7 (72) APPROACH ROADWAY ALIGNMENT 8 (56) TRAFFIC SAFETY FEATURE 0000 (113) SCOUR CONDITION RATING 5
NAVIGATION DATA (38) NAV CONTROL NO NAVIGATION CONTROL (39) NAVIGATION VERTICAL CLEARANCE N/A (110) LIFT BRIDGE VERT CLEARANCE N/A (40) NAVIGATION HORIZ CLEARANCE N/A		RECOMMENDED IMPROVEMENTS (75) TYPE OF WORK BRIDGE REPLACEMENT (76) LENGTH OF BRIDGE IMPROVEMENT 151.2 FT (54) BRIDGE IMPROVEMENT COST \$484,000.00 (55) ROADWAY IMPROVEMENT COST \$56,000.00 (56) TOTAL PROJECT COST \$742,000.00 (57) YEAR OF IMPROVEMENT COST ESTIMATE 2007
PUBLICATION DATE 08-Aug-07		INSPECTION DATES (90) DATE OF LAST REGULAR INSPECTION 3/1/2006 (51) REGULAR INSPECTION FREQUENCY (MONTHS) 24 (33a) DATE OF LAST UNDERWATER INSP (MONTH) 12/2004 (52b) UNDERWATER INSP FREQUENCY (MONTHS) 60 (53a) DATE OF SPECIAL INSPECTION (MONTH) 05/2007 (52c) SPECIAL INSP FREQUENCY (MONTHS) 6

A GENERAL SCORE FOR THE BRIDGE.
VALUES RANGE FROM 0 TO 100.
IF LESS THAN 80, BRIDGE QUALIFIES FOR REHABILITATION
IF LESS THAN 50, BRIDGE QUALIFIES FOR REPLACEMENT

AT LEAST 20 FEET LONG.
QUALIFIES TO BE LISTED IN THE INVENTORY OF BRIDGES

CONDITION RATINGS - SEE CODING GUIDE REFERENCE BELOW

LEVEL OF LIVE LOADING USED IN DESIGN OF BRIDGE.

MAXIMUM WEIGHT FOR 2 AXLE VEHICLES

MAXIMUM WEIGHT FOR VEHICLES WITH 3 OR MORE AXLES

STATUS OF WEIGHT POSTING SIGNS AT THE TIME OF THE LAST INSPECTION

APPRAISAL ITEMS - SEE CODING GUIDE REFERENCE BELOW

GENERAL STRUCTURAL SCORE

CLEARANCE RATING FOR TRAFFIC LANES ON THE BRIDGE

CLEARANCE RATING FOR TRAFFIC LANES UNDER THE BRIDGE

RATING HOW WELL THE WATER CAN GET PAST THE BRIDGE

RATING HOW WELL THE BRIDGE LAYOUT FITS THE GENERAL ROADWAY ALIGNMENT

BRIDGE RAIL AND APPROACH GUARDRAIL RATINGS

HOW WELL THE BRIDGE RESISTS SCOUR

MONTH/DAY/YEAR FORMAT

REGULAR INSPECTION DUE EVERY 24 MONTHS

MONTH/YEAR FORMAT

UNDERWATER INSPECTION DUE EVERY 60 MONTHS

MONTH/YEAR FORMAT

SPECIAL INSPECTION DUE EVERY 6 MONTHS

PROVIDE COMMENTS TO
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This document is covered by 28 U.S.C. § 499
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NOTE: FOR AN EXPLANATION OF EACH NBI ITEM AND ITS ASSOCIATED RATING VALUE,
SEE THE CURRENT EDITION OF THE FEDERAL PUBLICATION "RECORDING AND CODING
GUIDE FOR THE STRUCTURE INVENTORY AND APPRAISAL OF THE NATION'S BRIDGES".
FOR A COPY OF THIS PUBLICATION SEE: www.fhwa.dot.gov/bridge/mguide.pdf