



Board of Commissioners
Regular Meeting Agenda
Thursday, October 17, 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:
 1. Fiscal Year End as of June 30, 2024 (unaudited)
 2. Fiscal Year to date through September 30, 2024
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report
 2. City Manager's Report
 - a. BOC Priorities Linkage
 - b. Update on City Hall Park t-ball field
 - c. Update on Heron's Ridge patching
 3. Commissioners' Report
 - a. Community Advisory Board - *Vice Mayor Dial*
 - b. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - October 3, 2024 (Beer Board)
2. **Approval of previous meeting minutes** - October 3, 2024 (BOC Regular Meeting)
3. **Resolution** - amending the calendar year 2024 meeting calendar.
4. **Resolution** - authorizing the purchase of an access control server from Central Technologies, Inc.
5. **Resolution** - approving a professional service agreement with Kimley-Horn and Associates, Inc. for the design of Seed Tick Road Roundabout project.
6. **Resolution** – authorizing Shelby Electric Co., Inc. to install back up power (UPS) for the traffic signal located at Canada Road and Interstate 40 (I-40) interchange.
7. **Resolution** - authorizing additional funds for the crosswalk markings installed by Traf-Mark Industries, LLC.
8. **Resolution** - authorizing BAR Environmental Supply, Inc. to replace two Wilo submersible pumps and a 10" valve at the Scotts Creek Wastewater Treatment Plant.
9. **Resolution** - authorizing Xylem, Inc. to provide bypass pumping at the Scotts Creek Wastewater Treatment Plant.
10. **Resolution** - an initial resolution authorizing the issuance of not to exceed twenty-two million dollars (\$22,000,000) general obligation bonds of the City of Lakeland, Tennessee, pursuant to the Local Government Public Obligations Act of 1986, being Title 9, Chapter 21, of the Tennessee Code Annotated, for the purpose of financing the Lakeland Community Center project. *Sponsored by Mayor Roman*
11. **Resolution** - authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Lakeland Community Center facility to serve an area lawfully within its jurisdiction to serve (USDA Form RD 1942-47). *Sponsored by Mayor*

Roman

12. **Discussion and Possible Action** - regarding civic lots in Lakeland Town Square. *Sponsored by Mayor Roman*
13. **Discussion and Possible Action** - regarding street lighting for public safety. *Sponsored by Mayor Roman*
14. **Discussion and Possible Action** - regarding regulation of food trucks in Lakeland, Tennessee. *Sponsored by Commissioner Wright*
15. **Discussion and Possible Action** - regarding authorization of food trucks for the Lakeland Arts Council event at Lakeland Town Square on October 26, 2024. *Sponsored by Commissioner Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

CITY OF
LAKE LAND
TENNESSEE

FYTD Through June 30, 2024
TREASURER'S REPORT

JUNE GENERAL FUND

Fund Balance	Beginning Fund Balance	June Fund Balance
Non-Spendable	2,256,000	-
Committed	1,216,829	350,572
Assigned	854,823	243,841
Unassigned	9,481,569	6,535,530
Total Fund Balance	13,809,221	7,129,943
Change in Fund Balance		(6,679,273)

General Fund



Revenue:

\$12,685,868



Expenditures:

\$13,826,878



Other Financing Sources
(Uses):

\$(5,538,263)



Change In Fund Balance:

\$(6,679,273)

Key Highlights:

Revenue YTD:

- Property Tax Revenue: \$5,880,000-101% of Budget
- Local Tax Revenue: \$3,516,000 -85% of Budget
- Grant Revenue: \$295,000 -6% of Budget but 40% of estimated 2024

Expenditure YTD:

- Expenditures at 86% of budget excluding Capital projects
- Capital projects include \$6,800,000 in property acquisitions & \$295,000 in Building improvements

Change in Fund Balance highlights YTD:

- Decrease of \$6,679,273

JUNE STATE STREET FUND

State Street Aid Fund



Revenue:

\$491,066



Expenditures :

\$3,337,114



Financing Sources (Uses):

\$2,074,954



Change in Fund Balance:

(\$771,094)

Highlights YTD

Revenue:

- Received \$491,000 in state Shared Revenue
- Transfers of \$2,075,000

Expenditures:

- Spent \$2,500,000 for paving
- Spent \$341,000 on repairs & maintenance
- Personnel Expenses at \$317,000 - 94% of budget

Change in Fund Balance:

- Decrease of \$771,094

JUNE STORM WATER FUND

Storm Water Fund



Revenue: \$213,759



Expenditures : \$143,204



Change in Fund Balance: \$70,555

Highlights YTD

Revenue:

- Received \$212,500 in fees-101% of budget

Expenditures:

- Personnel & Admin expenses at \$68,500- 75% of budget
- Capital Expenditure at \$75,000- Bulk of it for Oliver Creek Bank Stabilization

Change in Fund Balance:

- Increase of \$70,555

JUNE SOLID WASTE FUND

Solid Waste Fund



Revenue:

\$1,377,899



Expenditures :

\$1,781,592



Other Financing Sources
(Uses):

\$275,000



Change in Fund Balance:

\$(128,693)

Highlights YTD

Revenue:

- Received \$1,378,000 in collection fees - 98% of budget

Expenditures:

- Personnel & admin expenses at \$178,000 - 89% of budget
- Contracted services at \$1,603,450 \$34,750 under budget as amended and app \$419,000 were storm related

Change in Fund Balance

- Decrease of \$128,693

JUNE SEWER FUND

Sewer Fund



Operating Revenue:
\$2,422,202



Operating Expenses:
\$1,969,469



Operating Income (Loss):
\$452,733



Change in Net Position:
\$326,193

Highlights YTD

Revenue:

- Received \$2,422,000, in service and connection fees

Expenses

- Personnel and administrative expenses at \$1,459,000 - 71% of spending plan
- Interest and agent fees at \$126,500
- Capital assets (see Statement of Cash Flows) funded the Oliver Creek and Clear Creek Interceptor Projects



Profile Summary

Type

Fund

Purpose

Profile as of

09/30/2024



Export Data

^ Purposes (5 purposes with 10 total issues) [View All](#)

Total Outstanding Par Amount: 60,586,668

☐ Purpose	Original Par Amount	Outstanding Par Amount
☐ Beverle Rivera Roadway Extension (1 Issue)	1,490,397	1,157,461
☐ LSS High School Construction (5 Issues)	88,705,500	43,849,375
☐ LSS Middle School Construction (2 Issues)	34,794,500	14,063,727
☐ LSS Settlement (1 Issue)	332,443	112,105
☐ Public Works Projects (incl Treatment Plant) (1 Issue)	9,811,191	1,404,000

JUNE FINANCIAL STATEMENTS



City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
June 30, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 6,198,025	\$ 118	\$ 1,630,197	\$ 504,754	\$ -	\$ 8,333,094
Receivables						
Property taxes, net of allowance	6,016,222	-	-	-	-	6,016,222
Grants	-	-	-	-	-	-
Other	55,968	-	-	65,074	224,620	345,662
Due from other governments	1,055,373	-	84,994	-	-	1,140,367
Due from other funds	138,010	-	8,159	-	-	146,169
Prepaid items	-	-	-	-	-	-
Advances Receivable	1,024,354	-	-	-	-	1,024,354
Inventory	2,861	-	-	-	-	2,861
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 14,490,813</u>	<u>\$ 118</u>	<u>\$ 1,723,350</u>	<u>\$ 569,828</u>	<u>\$ 224,620</u>	<u>\$ 17,008,729</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 980,245	\$ -	\$ 378,888	\$ 7,436	\$ 141,156	\$ 1,507,725
Deposits	155,225	-	-	-	-	155,225
Due to other funds	64,123	-	-	-	146,169	210,292
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>1,199,593</u>	<u>-</u>	<u>378,888</u>	<u>7,436</u>	<u>287,325</u>	<u>1,873,242</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,954,185	-	-	-	-	5,954,185
Grants	207,092	-	-	-	-	207,092
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>6,161,277</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,161,277</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	562,392	(62,705)	499,687
Committed	350,572	118	1,344,462	-	-	1,695,152
Assigned	243,841	-	-	-	-	243,841
Unassigned	6,535,530	-	-	-	-	6,535,530
Total fund balances	<u>7,129,943</u>	<u>118</u>	<u>1,344,462</u>	<u>562,392</u>	<u>(62,705)</u>	<u>8,974,210</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 14,490,813</u>	<u>\$ 118</u>	<u>\$ 1,723,350</u>	<u>\$ 569,828</u>	<u>\$ 224,620</u>	<u>\$ 17,008,729</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
June 30, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 5,879,856	\$ -	\$ -	\$ -	\$ -	\$ 5,879,856
Local taxes	3,516,030	-	-	-	-	3,516,030
Intergovernmental	2,057,483	-	491,066	-	-	2,548,549
Licenses and permits	197,325	-	-	-	-	197,325
Charges for services	165,354	-	-	213,759	1,377,899	1,757,012
Federal, state, and local grants	295,153	-	-	-	-	295,153
Interest income	383,444	10	-	-	-	383,454
Other	191,223	-	-	-	-	191,223
Total revenues	<u>12,685,868</u>	<u>10</u>	<u>491,066</u>	<u>213,759</u>	<u>1,377,899</u>	<u>14,768,602</u>
EXPENDITURES						
Current						
General government	2,549,668	-	-	-	-	2,549,668
Community development	1,299,532	-	-	-	-	1,299,532
Public works	723,845	-	3,276,344	68,568	1,781,597	5,850,354
Parks and recreation	1,134,736	-	-	-	-	1,134,736
Capital Outlay	8,119,097	-	60,770	74,637	-	8,254,504
Debt Service						
Principal	-	995,425	-	-	-	995,425
Interest and fiscal charges	-	1,449,436	-	-	-	1,449,436
Total expenditures	<u>13,826,878</u>	<u>2,444,861</u>	<u>3,337,114</u>	<u>143,205</u>	<u>1,781,597</u>	<u>21,533,655</u>
Excess of revenues over expenditures	(1,141,010)	(2,444,851)	(2,846,048)	70,554	(403,698)	(6,765,053)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	2,444,915	2,074,954	-	275,000	4,794,869
Transfers out	(5,538,263)	-	-	-	-	(5,538,263)
Total other financing sources (uses)	<u>(5,538,263)</u>	<u>2,444,915</u>	<u>2,074,954</u>	<u>-</u>	<u>275,000</u>	<u>(743,394)</u>
Net change in fund balances	(6,679,273)	64	(771,094)	70,554	(128,698)	(7,508,447)
Fund balances - beginning	<u>13,809,221</u>	<u>54</u>	<u>2,115,555</u>	<u>491,836</u>	<u>65,989</u>	<u>16,482,655</u>
Fund balances - ending	<u>\$ 7,129,948</u>	<u>\$ 118</u>	<u>\$ 1,344,461</u>	<u>\$ 562,390</u>	<u>\$ (62,709)</u>	<u>\$ 8,974,208</u>

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
June 30, 2024

ASSETS

Current assets:

Cash and cash equivalents	\$ 816,531
Restricted cash and cash equivalents	-
Receivables	
Accounts	429,233
Interest	1,721
Due from other governments	-
Total current assets	<u>1,247,485</u>

Capital assets:

Capital assets, not being depreciated	12,234,933
Capital assets, being depreciated - net	<u>13,364,547</u>
Total capital assets	25,599,480

Net pension asset

Total assets	<u>-</u> 26,846,965
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	29,711
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	5,142,672
Deposits	-
Advances payable to General Fund	1,024,354
Current portion of notes payable	<u>688,000</u>
Total current liabilities	6,855,026

Noncurrent liabilities:

Net pension liability	20,643
Notes payable, net of current portion	<u>5,758,702</u>
Total liabilities	12,634,371

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>2,505</u>
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NET POSITION

Net investment in capital assets	18,128,424
Unrestricted	<u>(3,888,624)</u>
Total net position	<u>\$ 14,239,800</u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

June 30, 2024

	Prior YTD 06/30/23	Current YTD 06/30/24	Plan FY 2024
Operating revenues:			
Sewer service fee	\$ 1,792,549	\$ 2,218,252	\$ 2,972,299
Service connection fees	94,800	203,950	247,600
Operating grants	-	-	-
Total operating revenues	<u>1,887,349</u>	<u>2,422,202</u>	<u>3,219,899</u>
Operating expenses:			
Personnel expenses	(554,783)	(607,886)	(738,432)
General and administrative	(731,548)	(851,583)	(1,291,753)
Depreciation	(577,514)	(510,000)	(510,000)
Total operating expenses	<u>(1,863,845)</u>	<u>(1,969,469)</u>	<u>(2,540,185)</u>
Operating Income (Loss)	23,504	452,733	679,714
Nonoperating revenues (expenses):			
Interest income	96,585	5,417	12,500
Miscellaneous income	-	5,341	-
Interest and agent fee expense	(78,883)	(137,298)	(305,145)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>17,702</u>	<u>(126,540)</u>	<u>(292,645)</u>
Change in net position	41,206	326,193	387,069
Capital Contributions	<u>363,947</u>	<u>-</u>	<u>402,065</u>
Net position - beginning of year	<u>13,508,454</u>	<u>13,913,607</u>	<u>13,913,607</u>
Net position - Jun-30	<u>\$ 13,913,607</u>	<u>\$ 14,239,800</u>	<u>\$ 14,702,741</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
June 30, 2024

	Current YTD 06/30/24
Cash flows from operating activities:	
Receipts from customers and users	\$ 2,144,562
Payments to suppliers/operating costs	<u>(2,075,792)</u>
Net cash provided by operating activities	68,770
Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	(661,000)
Proceeds from debt issuance	6,067,056
Acquisition and construction of capital assets	(5,536,365)
Interest paid on capital debt	<u>(137,298)</u>
Net cash used by capital and related financing activities	(267,607)
Cash flows from investing activities:	
Interest income received	<u>5,417</u>
Net increase (decrease) in cash and cash equivalents	(193,420)
Cash and cash equivalents - beginning of year	<u>1,009,951</u>
Cash and cash equivalents - Jun-30	<u><u>\$ 816,531</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

June 30, 2024

	Prior YTD 06/30/23	Current YTD 06/30/24	Budget FY 2024	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 4,953,825	\$ 5,879,856	\$ 5,829,015	100.87%
Local Taxes	3,364,638	3,516,030	4,126,293	85.21%
Intergovernmental	1,974,191	2,057,483	2,152,692	95.58%
Licenses and permits	182,990	197,325	157,647	125.17%
Charges for services	111,520	165,354	222,385	74.35%
Federal, State, and Local Grants	7,891,916	295,153	5,293,356	5.58%
Other	246,732	574,667	241,000	238.45%
Total Revenues	<u>18,725,812</u>	<u>12,685,868</u>	<u>18,022,388</u>	<u>70.39%</u>
EXPENDITURES				
Current				
General government	(2,067,482)	(2,549,668)	(2,721,849)	93.67%
Community Development	(1,000,591)	(1,299,532)	(2,143,479)	60.63%
Public Works	(604,015)	(723,845)	(755,487)	95.81%
Parks and Recreation	(1,005,528)	(1,134,736)	(1,188,963)	95.44%
Capital Projects	(5,514,157)	(8,119,097)	(22,064,494)	36.80%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(10,191,773)</u>	<u>(13,826,878)</u>	<u>(28,874,272)</u>	<u>47.89%</u>
Excess (deficiency) of revenues over (under) expenditures	8,534,039	(1,141,010)	(10,851,884)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	7,015,747	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	-	
Transfers out	(12,616,478)	(5,538,263)	(6,447,302)	
Total Other Financing Sources	<u>(4,900,731)</u>	<u>(5,538,263)</u>	<u>8,052,698</u>	
Net Change in Fund Balance	<u>\$ 3,633,308</u>	<u>\$ (6,679,273)</u>	<u>\$ (2,799,187)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (866,257)		
Restricted Fund Balance		-		
Assigned Fund Balance		(620,000)		
Nonspendable Fund Balance		(2,256,000)		
Unassigned Fund Balance		(2,937,016)		
Net Change in Fund Balance		<u>\$ (6,679,273)</u>		

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
June 30, 2024

	YTD 06/30/24	Budget FY 2024
Revenues:		
Interest	\$ 10	\$ -
Total Revenues	<u>10</u>	<u>-</u>
Expenditures:		
Principal	(995,425)	(1,056,315)
Interest	(1,442,793)	(1,444,876)
Dues and Fees	(6,643)	(150,000)
Total Expenditures	<u>(2,444,861)</u>	<u>(2,651,191)</u>
Net excess (deficiency) of revenues over expenditures	(2,444,851)	(2,651,191)
Other Financing Sources (Uses):		
Transfers In	2,444,915	3,356,753
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>2,444,915</u>	<u>3,356,753</u>
Net Change in Fund Balance	<u>\$ 64</u>	<u>\$ 705,562</u>

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
June 30, 2024

	Prior YTD 06/30/23	Current YTD 06/30/24	Budget FY 2024
REVENUES:			
State shared revenue	\$ 485,419	\$ 491,066	\$ 497,966
Grant Revenue	-	-	-
Total revenues	<u>485,419</u>	<u>491,066</u>	<u>497,966</u>
EXPENDITURES:			
Personnel expenses	(290,559)	(317,463)	(336,739)
Public works	(2,451,300)	(2,958,881)	(4,328,697)
Capital projects	(425,434)	(60,770)	(78,700)
Total expenditures	<u>(3,167,293)</u>	<u>(3,337,114)</u>	<u>(4,744,136)</u>
Net excess (deficiency) of revenues over expenditures	(2,681,874)	(2,846,048)	(4,246,170)
OTHER FINANCING SOURCES (USES):			
Transfers in	1,971,747	2,074,954	2,074,954
Total other financing sources (uses):	<u>1,971,747</u>	<u>2,074,954</u>	<u>2,074,954</u>
Net change in fund balance	<u>\$ (710,127)</u>	<u>\$ (771,094)</u>	<u>\$ (2,171,216)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
June 30, 2024

	Prior YTD 06/30/23	Current YTD 06/30/24	Budget FY 2024
REVENUES:			
Storm Water Fees	\$ 205,306	\$ 212,482	\$ 210,417
Other	-	1,277	-
Total revenues	<u>205,306</u>	<u>213,759</u>	<u>210,417</u>
EXPENDITURES:			
Personnel expenses	(59,685)	(54,968)	(64,730)
General and administrative	(41,708)	(13,600)	(26,660)
Capital	(34,474)	(74,637)	(300,000)
Total expenditures	<u>(135,867)</u>	<u>(143,205)</u>	<u>(391,390)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	<u>\$ 69,439</u>	<u>\$ 70,554</u>	<u>\$ (180,973)</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

June 30, 2024

	Prior YTD 06/30/23	Current YTD 06/30/24	Budget FY 2024
REVENUES:			
Solid waste collection fees	\$ 1,357,587	\$ 1,377,899	\$ 1,408,678
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	<u>1,357,587</u>	<u>1,377,899</u>	<u>1,408,678</u>
EXPENDITURES:			
Personnel expenditures	(90,176)	(88,756)	(98,898)
General and administrative	(81,185)	(89,391)	(100,950)
Contracted services	(1,229,412)	(1,603,450)	(1,638,200)
Capital	(239,949)	-	-
Total expenditures	<u>(1,640,722)</u>	<u>(1,781,597)</u>	<u>(1,838,048)</u>
Net excess (deficiency) of revenues over expenditures	(283,135)	(403,698)	(429,370)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	275,000	275,000
Net change in fund balance	<u>\$ (283,135)</u>	<u>\$ (128,698)</u>	<u>\$ (154,370)</u>

BUDGET TRANSFERS



FY 2024 BUDGET TRANSFERS

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budge	2023-24 Budget Carry	2023-24 Budget Revisi	2023-24 Budget Transf	2023-24 Revised Budget
110 R 36904 000 000 00000 000	Senior Citizens Donations	7,500.00	0.00	0.00	3,000.00	10,500.00
110 E 41000 111 000 00000 000	GOV - Salary	136,510.00	0.00	0.00	70,400.00	206,910.00
110 E 41000 121 000 00000 000	GOV - Regular Employee Wages	0.00	0.00	0.00	15,000.00	15,000.00
110 E 41000 123 000 00000 000	GOV - Overtime Wages	0.00	0.00	0.00	100.00	100.00
110 E 41000 132 000 00000 000	GOV - Bonus Pay	79,793.00	0.00	0.00	-23,500.00	56,293.00
110 E 41000 141 000 00000 000	GOV - FICA (Employer's Share)	16,040.00	0.00	0.00	6,000.00	22,040.00
110 E 41000 142 000 00000 000	GOV - Insurance	27,405.00	0.00	0.00	20,900.00	48,305.00
110 E 41000 143 000 00000 000	GOV - Retirement	10,184.00	0.00	0.00	4,100.00	14,284.00
110 E 41000 144 000 00000 000	GOV - RHS PLAN	1,040.00	0.00	0.00	1,600.00	2,640.00
110 E 41000 147 000 00000 000	GOV - Unemployment	0.00	0.00	0.00	5,000.00	5,000.00
110 E 41000 148 000 00000 000	GOV - Education/Training	2,000.00	0.00	0.00	2,525.09	4,525.09
110 E 41000 210 000 00000 000	GOV - Postage	4,000.00	0.00	0.00	3,700.00	7,700.00
110 E 41000 212 000 00000 000	GOV - Employee Engagement	0.00	0.00	0.00	6,200.00	6,200.00
110 E 41000 220 000 00000 000	GOV - Printing	7,000.00	0.00	0.00	4,000.00	11,000.00
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	10,500.00	0.00	0.00	5,850.00	16,350.00
110 E 41000 233 000 00000 000	GOV - Subscriptions	0.00	0.00	0.00	1,809.20	1,809.20
110 E 41000 235 000 00000 000	GOV - Memberships/Tuition	0.00	0.00	0.00	89.00	89.00
110 E 41000 241 000 00000 000	GOV - Electric	16,000.00	0.00	0.00	4,500.00	20,500.00
110 E 41000 242 000 00000 000	GOV - Water	6,000.00	0.00	0.00	-3,500.00	2,500.00
110 E 41000 244 000 00000 000	GOV - Gas/Propane	3,000.00	0.00	0.00	200.00	3,200.00
110 E 41000 245 000 00000 000	GOV - Telephone	10,000.00	0.00	0.00	-7,509.20	2,490.80
110 E 41000 251 000 00000 000	GOV - Trustee Collection Fees	50,199.00	0.00	0.00	-850.00	49,349.00
110 E 41000 252 000 00000 000	GOV - Legal Services	100,000.00	0.00	0.00	19,700.00	119,700.00
110 E 41000 253 000 00000 000	GOV - Accounting & Auditing Se	31,000.00	0.00	0.00	16,400.00	47,400.00
110 E 41000 257 000 00000 000	GOV - Property Tax Commission	110,000.00	0.00	0.00	7,400.00	117,400.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	22,000.00	0.00	0.00	-5,612.34	16,387.66
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	20,000.00	4,291.60	0.00	16,267.25	40,558.85
110 E 41000 267 000 00000 000	GOV - Rep & Maint HVAC Plumb	2,000.00	0.00	0.00	6,000.00	8,000.00
110 E 41000 280 000 00000 000	GOV - Travel	1,000.00	0.00	0.00	4,500.00	5,500.00
110 E 41000 287 000 00000 000	GOV - Meals & Entertainment	4,000.00	0.00	0.00	2,000.00	6,000.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	10,000.00	0.00	0.00	26,369.00	36,369.00
110 E 41000 296 000 00000 000	GOV - Keep Lakeland Beautiful	13,000.00	6,863.75	0.00	-9,484.00	10,379.75
110 E 41000 299 000 00000 000	GOV - Contingency	2,000.00	0.00	0.00	-2,000.00	0.00
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	12,000.00	0.00	0.00	-11,546.10	453.90
110 E 41000 310 000 00000 000	GOV - Office Supplies & Materi	10,000.00	0.00	0.00	11,700.00	21,700.00
110 E 41000 318 000 00000 000	GOV - Miscellaneous	0.00	0.00	0.00	500.00	500.00
110 E 41000 320 000 00000 000	GOV - Operating Supplies	1,000.00	0.00	0.00	2,300.00	3,300.00
110 E 41000 321 000 00000 000	GOV - Bank Charges	5,000.00	0.00	0.00	1,500.00	6,500.00
110 E 41000 510 000 00000 000	GOV - Insurance	4,703.00	0.00	0.00	-4,200.00	503.00
110 E 41000 511 000 00000 000	GOV - Insurance On Buildings	16,500.00	0.00	0.00	200.00	16,700.00
110 E 41000 513 000 00000 000	GOV - Liability	45,000.00	0.00	0.00	15,400.00	60,400.00
110 E 41000 521 000 00000 000	GOV - Surety Bonds For Officia	2,000.00	0.00	0.00	3,100.00	5,100.00
110 E 41000 920 000 00000 000	GOV - Property Acquisition	14,374,635.00	221,000.00	0.00	-927,109.00	13,668,526.00
110 E 41000 932 000 00000 000	GOV - Building Improvements	60,000.00	272,245.05	53,356.00	-32,500.00	353,101.05
110 E 41000 951 000 00000 000	GOV - Furn & Fixtures	25,000.00	0.00	0.00	-17,600.00	7,400.00
110 E 41210 111 000 00000 000	CRT - Salary	6,500.00	0.00	0.00	-2,500.00	4,000.00
110 E 41210 121 000 00000 000	CRT - Regular Employee Wages	1,200.00	0.00	0.00	-1,200.00	0.00
110 E 41210 123 000 00000 000	CRT - Overtime Wages	0.00	0.00	0.00	100.00	100.00
110 E 41210 143 000 00000 000	CRT - Retirement	0.00	0.00	0.00	100.00	100.00
110 E 41210 146 000 00000 000	CRT - Work Comp	0.00	0.00	0.00	100.00	100.00

FY 2024 BUDGET TRANSFERS

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budge	2023-24 Budget Carry	2023-24 Budget Revisi	2023-24 Budget Transf	2023-24 Revised Budget
110 E 41210 148 000 000000 000	CRT - Education/Training	500.00	0.00	0.00	900.00	1,400.00
110 E 41210 230 000 000000 000	CRT - DUES	0.00	0.00	0.00	400.00	400.00
110 E 41210 252 000 000000 000	CRT - Legal Expense	0.00	0.00	0.00	24,600.00	24,600.00
110 E 41330 111 000 000000 000	BOC - Salary	25,200.00	0.00	0.00	700.00	25,900.00
110 E 41330 141 000 000000 000	BOC - FICA (Employer's Share)	1,928.00	0.00	0.00	100.00	2,028.00
110 E 41330 148 000 000000 000	BOC - Education/Training	1,000.00	0.00	0.00	500.00	1,500.00
110 E 41330 280 000 000000 000	BOC - Travel	0.00	0.00	0.00	1,000.00	1,000.00
110 E 41330 287 000 000000 000	BOC - Meals & Entertainment	0.00	0.00	0.00	500.00	500.00
110 E 41330 288 000 000000 000	BOC - Vol Appreciation Dinner	4,000.00	0.00	0.00	4,900.00	8,900.00
110 E 41330 290 000 000000 000	BOC - Contracted Services	0.00	0.00	0.00	60,000.00	60,000.00
110 E 41330 999 000 000000 000	BOC - Donations	0.00	0.00	0.00	3,000.00	3,000.00
110 E 41500 111 000 000000 000	FIN - Salary	241,550.00	0.00	0.00	40,500.00	282,050.00
110 E 41500 121 000 000000 000	FIN - Regular Employee Wages	41,725.00	0.00	0.00	-28,100.00	13,625.00
110 E 41500 141 000 000000 000	FIN - FICA (Employer's Share)	21,910.00	0.00	0.00	1,600.00	23,510.00
110 E 41500 142 000 000000 000	FIN - Insurance	75,176.00	0.00	0.00	-19,300.00	55,876.00
110 E 41500 143 000 000000 000	FIN - Retirement	14,319.00	0.00	0.00	500.00	14,819.00
110 E 41500 144 000 000000 000	FIN- RHS PLAN	4,160.00	0.00	0.00	-3,000.00	1,160.00
110 E 41500 148 000 000000 000	FIN - Education/Training	9,000.00	0.00	0.00	-8,519.00	481.00
110 E 41500 220 000 000000 000	FIN - Printing	3,000.00	0.00	0.00	1,200.00	4,200.00
110 E 41500 259 000 000000 000	FIN - Other Prof Services	1,000.00	0.00	0.00	5,600.00	6,600.00
110 E 41500 280 000 000000 000	FIN - Travel	5,000.00	0.00	0.00	-1,231.25	3,768.75
110 E 41500 290 000 000000 000	FIN - Contracted Service	15,000.00	0.00	0.00	31,600.00	46,600.00
110 E 41500 318 000 000000 000	FIN - Misc Expense	500.00	0.00	0.00	-500.00	0.00
110 E 41500 951 000 000000 000	FIN - Furn & Fixtures	2,000.00	0.00	0.00	-2,000.00	0.00
110 E 41670 111 000 000000 000	ENG - Salary	125,185.00	0.00	0.00	3,000.00	128,185.00
110 E 41670 122 000 000000 000	ENG - Temporary Employee Wages	18,096.00	0.00	0.00	-7,600.00	10,496.00
110 E 41670 142 000 000000 000	ENG - Insurance	14,961.00	0.00	0.00	1,600.00	16,561.00
110 E 41670 143 000 000000 000	ENG - Retirement	6,322.00	0.00	0.00	100.00	6,422.00
110 E 41670 148 000 000000 000	ENG - Education/Training	3,950.00	0.00	0.00	4,500.00	8,450.00
110 E 41670 245 000 000000 000	ENG - Telephone	2,160.00	0.00	0.00	1,000.00	3,160.00
110 E 41670 254 000 000000 000	ENG - Arch/Eng/Landscape Serv	15,000.00	0.00	0.00	20,000.00	35,000.00
110 E 41670 259 000 000000 000	ENG - Other Professional Servi	30,000.00	0.00	0.00	3,055.00	33,055.00
110 E 41670 261 000 000000 000	Repairs & Maintenance Vehicles	1,500.00	0.00	0.00	1,500.00	3,000.00
110 E 41670 280 000 000000 000	ENG - Travel	6,350.00	0.00	0.00	3,360.00	9,710.00
110 E 41670 287 000 000000 000	ENG - Meals & Entertainment	1,500.00	0.00	0.00	100.00	1,600.00
110 E 41670 299 000 000000 000	ENG - Contingency	2,500.00	0.00	0.00	-1,700.00	800.00
110 E 41670 773 000 000000 000	ENG - New Canada Rd Improvemen	6,050,000.00	1,024,227.30	0.00	-275,300.00	6,798,927.30
110 E 41670 781 000 000000 000	ENG - Transp Plan Update	85,000.00	0.00	0.00	81,040.00	166,040.00
110 E 41670 900 000 000000 000	ENG - Capital Outlay Roads	375,000.00	0.00	0.00	660,000.00	1,035,000.00
110 E 41672 111 000 000000 000	INS - Salary	57,065.00	0.00	0.00	-2,800.00	54,265.00
110 E 41672 121 000 000000 000	INS - Regular Employee Wages	74,568.00	0.00	0.00	7,200.00	81,768.00
110 E 41672 123 000 000000 000	INS - Overtime Wages	768.00	0.00	0.00	1,200.00	1,968.00
110 E 41672 141 000 000000 000	INS - FICA (Employer's Share)	10,254.00	0.00	0.00	-2,000.00	8,254.00
110 E 41672 142 000 000000 000	INS - Insurance	42,889.00	0.00	0.00	-10,300.00	32,589.00
110 E 41672 143 000 000000 000	INS - Retirement	7,477.00	0.00	0.00	-1,500.00	5,977.00
110 E 41672 261 000 000000 000	INS - Repair & Maintenance Mot	5,000.00	0.00	0.00	1,700.00	6,700.00
110 E 41672 280 000 000000 000	INS - Travel	1,900.00	0.00	0.00	-200.00	1,700.00
110 E 41672 299 000 000000 000	INS - Contingency	300.00	0.00	0.00	-300.00	0.00
110 E 41672 341 000 000000 000	INS - Tools	1,500.00	0.00	0.00	-1,000.00	500.00
110 E 41700 111 000 000000 000	PLN - Salary	216,992.00	0.00	0.00	-6,400.00	210,592.00

FY 2024 BUDGET TRANSFERS

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budge	2023-24 Budget Carry	2023-24 Budget Revisi	2023-24 Budget Transf	2023-24 Revised Budget
110 E 41700 142 000 000000 000	PLN - Insurance	45,622.00	0.00	0.00	-6,000.00	39,622.00
110 E 41700 144 000 000000 000	PLN - RHS PLAN	2,600.00	0.00	0.00	-1,000.00	1,600.00
110 E 41700 245 000 000000 000	PLN - Telephone	1,000.00	0.00	0.00	1,400.00	2,400.00
110 E 41700 259 000 000000 000	PLN - Other Professional Servi	5,000.00	0.00	0.00	-400.00	4,600.00
110 E 41701 111 000 000000 000	ECD - Salary	48,708.00	0.00	0.00	-1,700.00	47,008.00
110 E 41701 142 000 000000 000	ECD - Insurance	6,731.00	0.00	0.00	-1,300.00	5,431.00
110 E 41701 143 000 000000 000	ECD - Retirement	2,460.00	0.00	0.00	100.00	2,560.00
110 E 41710 111 000 000000 000	CDE - Salary	0.00	0.00	0.00	49,200.00	49,200.00
110 E 41710 121 000 000000 000	CDE - Regular Employee Wages	48,298.00	0.00	0.00	-46,800.00	1,498.00
110 E 41710 143 000 000000 000	CDE - Retirement	2,439.00	0.00	0.00	100.00	2,539.00
110 E 41710 245 000 000000 000	CDE - Telephone	1,000.00	0.00	0.00	300.00	1,300.00
110 E 41711 111 000 000000 000	ITS - Salary	172,744.00	0.00	0.00	27,800.00	200,544.00
110 E 41711 121 000 000000 000	ITS - Regular Employee Wages	0.00	0.00	0.00	4,100.00	4,100.00
110 E 41711 122 000 000000 000	ITS - Temporary Employee Wages	34,538.00	0.00	0.00	-34,200.00	338.00
110 E 41711 143 000 000000 000	ITS - Retirement	10,303.00	0.00	0.00	3,100.00	13,403.00
110 E 41711 255 000 000000 000	IS - Data Processing Services	176,190.00	0.00	0.00	7,212.00	183,402.00
110 E 41711 258 000 000000 000	ITS - Flock Camera Access	65,000.00	0.00	0.00	48,644.00	113,644.00
110 E 41711 259 000 000000 000	IS - Other Professional Servi	136,230.00	0.00	0.00	-6,312.00	129,918.00
110 E 41711 948 000 000000 000	IS - Computer Upgrades	34,000.00	0.00	0.00	13,853.93	47,853.93
110 E 43000 111 000 000000 000	PW - Salary	70,335.00	0.00	0.00	4,400.00	74,735.00
110 E 43000 121 000 000000 000	PW - Regular Employee Wages	332,143.00	0.00	0.00	10,800.00	342,943.00
110 E 43000 123 000 000000 000	PW - Overtime Wages	3,421.00	0.00	0.00	3,400.00	6,821.00
110 E 43000 141 000 000000 000	PW - FICA (Employer's Share)	31,360.00	0.00	0.00	1,000.00	32,360.00
110 E 43000 142 000 000000 000	PW - Insurance	71,568.00	0.00	0.00	26,000.00	97,568.00
110 E 43000 143 000 000000 000	PW - Retirement	21,451.00	0.00	0.00	1,400.00	22,851.00
110 E 43000 144 000 000000 000	PW - RHS PLAN	8,154.00	0.00	0.00	-4,800.00	3,354.00
110 E 43000 148 000 000000 000	PW - Education/Training	3,000.00	0.00	0.00	2,030.72	5,030.72
110 E 43000 241 000 000000 000	PW - Electric	5,500.00	0.00	0.00	2,400.00	7,900.00
110 E 43000 244 000 000000 000		0.00	0.00	0.00	100.00	100.00
110 E 43000 245 000 000000 000	PW - Telephone	2,000.00	0.00	0.00	1,300.00	3,300.00
110 E 43000 254 000 000000 000	PW - Architectural, Engineerin	15,000.00	0.00	0.00	-8,745.72	6,254.28
110 E 43000 259 000 000000 000	PW - Other Prof. Services	10,000.00	0.00	0.00	-2,006.80	7,993.20
110 E 43000 261 000 000000 000	PW - Repair & Maintenance Moto	11,000.00	0.00	0.00	-1,000.00	10,000.00
110 E 43000 280 000 000000 000	PW - Travel	5,000.00	0.00	0.00	2,400.00	7,400.00
110 E 43000 290 000 000000 000	PW - Contracted Service	15,000.00	0.00	0.00	675.00	15,675.00
110 E 43000 326 000 000000 000	PW - Uniforms	5,700.00	0.00	0.00	1,300.00	7,000.00
110 E 43000 331 000 000000 000	PW - Gas, Oil, Diesel	10,000.00	0.00	0.00	5,006.80	15,006.80
110 E 43000 333 000 000000 000	PW - Other Equip Parts & Repai	10,000.00	0.00	0.00	3,000.00	13,000.00
110 E 43000 341 000 000000 000	PW - Tools	18,000.00	0.00	0.00	4,000.00	22,000.00
110 E 43000 344 000 000000 000	PW - Safety Supplies	4,000.00	0.00	0.00	4,266.10	8,266.10
110 E 43000 951 000 000000 000	PW - Furniture & Fixtures	2,000.00	0.00	0.00	1,000.00	3,000.00
110 E 44310 241 000 000000 000	SC - Electric	7,500.00	0.00	0.00	1,600.00	9,100.00
110 E 44310 244 000 000000 000	SC - Gas/Propane	350.00	0.00	0.00	100.00	450.00
110 E 44310 247 000 000000 000	SC - Programs - Admissions	4,000.00	0.00	0.00	-3,500.00	500.00
110 E 44310 290 000 000000 000	SC - Contracted Service	3,500.00	0.00	0.00	200.00	3,700.00
110 E 44310 320 000 000000 000	SC - Operating Supplies	2,500.00	0.00	0.00	-269.99	2,230.01
110 E 44400 246 464 000000 000	REC - Rent - Y Bball	15,000.00	0.00	0.00	-6,600.00	8,400.00
110 E 44400 246 465 000000 000	REC - Rent - Y Cheer	4,000.00	0.00	0.00	-3,000.00	1,000.00
110 E 44400 246 466 000000 000	REC - Rent - Y Tball	4,500.00	0.00	0.00	-1,000.00	3,500.00
110 E 44400 246 475 000000 000	REC - Rent - Y Football	2,500.00	0.00	0.00	-1,000.00	1,500.00

FY 2024 BUDGET TRANSFERS

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budge	2023-24 Budget Carry	2023-24 Budget Revisi	2023-24 Budget Transf	2023-24 Revised Budget
110 E 44400 290 464 00000 000	REC - Contracted Svc - Y BBALL	20,000.00	0.00	0.00	600.00	20,600.00
110 E 44400 290 467 00000 000	REC - Contracted Svc - Tennis	5,000.00	0.00	0.00	-2,500.00	2,500.00
110 E 44400 320 475 00000 000	REC - Op Supplies - Y Football	9,000.00	0.00	0.00	13,500.00	22,500.00
110 E 44400 326 465 00000 000	REC - Uniforms - Y Cheer	5,000.00	0.00	0.00	-1,000.00	4,000.00
110 E 44400 326 466 00000 000	REC - Uniforms - Y Tball	3,000.00	0.00	0.00	831.25	3,831.25
110 E 44400 326 475 00000 000	REC - Uniforms - Y Football	5,000.00	0.00	0.00	5,950.00	10,950.00
110 E 44421 241 000 00000 000	IHC - Electric	8,000.00	0.00	0.00	1,000.00	9,000.00
110 E 44421 245 000 00000 000	IHC - Telephone	800.00	0.00	0.00	964.00	1,764.00
110 E 44421 266 000 00000 000	IHC - Repair & Maintenance Bui	20,000.00	0.00	0.00	11,800.00	31,800.00
110 E 44421 290 000 00000 000	IHC - Contracted Service	3,000.00	0.00	0.00	2,500.00	5,500.00
110 E 44421 299 000 00000 000	IHC - Contingency	2,000.00	0.00	0.00	-964.00	1,036.00
110 E 44710 111 000 00000 000	PRK - Salary	265,596.00	0.00	0.00	15,800.00	281,396.00
110 E 44710 121 000 00000 000	PRK - Regular Employee Wages	123,806.00	0.00	0.00	16,400.00	140,206.00
110 E 44710 122 000 00000 000	PRK - Temporary Employee Wages	0.00	0.00	0.00	8,300.00	8,300.00
110 E 44710 123 000 00000 000	PRK - Overtime Wages	599.00	0.00	0.00	2,600.00	3,199.00
110 E 44710 141 000 00000 000	PRK - FICA (Employer's Share)	30,134.00	0.00	0.00	2,500.00	32,634.00
110 E 44710 142 000 00000 000	PRK - Insurance	94,190.00	0.00	0.00	-6,500.00	87,690.00
110 E 44710 143 000 00000 000	PRK - Retirement	17,844.00	0.00	0.00	1,300.00	19,144.00
110 E 44710 144 000 00000 000	PRK - RHS PLAN	6,240.00	0.00	0.00	-1,800.00	4,440.00
110 E 44710 148 000 00000 000	PRK - Education/Training	5,000.00	0.00	0.00	1,550.00	6,550.00
110 E 44710 245 000 00000 000	PRK - Telephone	2,040.00	0.00	0.00	6,300.00	8,340.00
110 E 44710 287 000 00000 000	PRK - Meals & Entertainment	2,500.00	0.00	0.00	-750.00	1,750.00
110 E 44710 290 000 00000 000	PRK - Contracted Service	134,000.00	0.00	0.00	-50,000.00	84,000.00
110 E 44710 290 023 00000 000	PRK - Contracted Svc - Storm23	0.00	0.00	0.00	38,200.00	38,200.00
110 E 44710 299 000 00000 000	PRK - Contingency	3,000.00	0.00	0.00	-2,250.00	750.00
110 E 44710 320 000 00000 000	PRK - Operating Supplies	3,500.00	0.00	0.00	-539.00	2,961.00
110 E 44710 325 110 00000 000	PRK - Halloween Fest	3,500.00	0.00	0.00	-450.00	3,050.00
110 E 44710 325 119 00000 000	PRK - Concerts	27,000.00	0.00	0.00	-4,000.00	23,000.00
110 E 44710 326 000 00000 000	PRK - Uniforms	1,150.00	0.00	0.00	2,900.00	4,050.00
110 E 44710 333 000 00000 000	PRK - Other Equip Parts & Repa	5,500.00	0.00	0.00	-1,749.94	3,750.06
110 E 44710 461 000 00000 000	PRK - Park Maintenance	60,000.00	0.00	0.00	8,250.00	68,250.00
121 E 43100 111 000 00000 000	STR - Salary	34,643.00	0.00	0.00	2,100.00	36,743.00
121 E 43100 121 000 00000 000	STR - Regular Employee Wages	183,686.00	0.00	0.00	-6,100.00	177,586.00
121 E 43100 123 000 00000 000	STR - Overtime Wages	1,893.00	0.00	0.00	4,100.00	5,993.00
121 E 43100 141 000 00000 000	STR - FICA (Employer's Share)	17,015.00	0.00	0.00	900.00	17,915.00
121 E 43100 142 000 00000 000	STR - Insurance	33,236.00	0.00	0.00	21,100.00	54,336.00
121 E 43100 143 000 00000 000	STR - Retirement	12,124.00	0.00	0.00	2,700.00	14,824.00
121 E 43100 230 000 00000 000	STR - Publicity/Dues/Membershi	1,200.00	0.00	0.00	600.00	1,800.00
121 E 43100 259 000 00000 000	STR - Other Professional Servi	6,000.00	0.00	0.00	3,423.03	9,423.03
121 E 43100 261 000 00000 000	STR - Repair & Maintenance Mot	9,000.00	0.00	0.00	1,583.21	10,583.21
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	195,000.00	191,106.59	0.00	-42,378.89	343,727.70
121 E 43100 269 000 00000 000		0.00	0.00	0.00	4,320.00	4,320.00
121 E 43100 280 000 00000 000	STR - Travel	500.00	0.00	0.00	200.00	700.00
121 E 43100 287 000 00000 000	STR - Meals & Entertainment	1,000.00	0.00	0.00	100.00	1,100.00
121 E 43100 320 000 00000 000	STR - Operating Supplies	1,000.00	0.00	0.00	9,000.00	10,000.00
121 E 43100 331 000 00000 000	STR - Gas, Oil, Diesel	18,000.00	0.00	0.00	-7,610.24	10,389.76
121 E 43100 333 000 00000 000	STR - Other Equip Parts & Repa	9,000.00	0.00	0.00	1,179.31	10,179.31
121 E 43100 341 000 00000 000	STR - Tools	12,000.00	0.00	0.00	-100.42	11,899.58
121 E 43100 342 000 00000 000	STR - Sign Parts & Supplies	15,000.00	0.00	0.00	-3,000.00	12,000.00
121 E 43100 452 000 00000 000	STR - Gravel & Sand	60,000.00	0.00	0.00	-43,492.97	16,507.03

FY 2024 BUDGET TRANSFERS

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2023-24 Original Budge	2023-24 Budget Carry	2023-24 Budget Revisi	2023-24 Budget Transf	2023-24 Revised Budget
121 E 43100 471 000 00000 000	STR - Asphalt & Asphalt Filler	40,000.00	0.00	0.00	-7,323.03	32,676.97
121 E 43100 941 000 00000 000	STR - HEAVY EQUIPMENT	0.00	0.00	0.00	24,200.00	24,200.00
121 E 43160 241 000 00000 000	STR - Street Lighting-Electri	20,000.00	0.00	0.00	34,500.00	54,500.00
412 E 43250 232 000 00000 000	SEW - Environmental Protection	5,000.00	0.00	0.00	300.00	5,300.00
412 E 43250 252 000 00000 000	SEW - Legal Services	2,000.00	0.00	0.00	16,000.00	18,000.00
412 E 43250 254 000 00000 000	SEW - Arch/Eng/Landscaping	150,000.00	0.00	0.00	-16,000.00	134,000.00
412 E 43250 310 000 00000 000	SEW - Office Supplies &	3,000.00	952.52	0.00	-300.00	3,652.52
412 E 43250 333 000 00000 000	SEW - Other Equipment Parts	60,000.00	0.00	0.00	45,000.00	105,000.00
412 E 43250 341 000 00000 000	SEW - Tools	2,000.00	0.00	0.00	3,100.00	5,100.00
412 E 43250 452 000 00000 000	SEW - Gravel & Sand	5,000.00	0.00	0.00	-3,100.00	1,900.00
412 E 43250 953 000 00000 000	SEW - Improvements Other	350,000.00	0.00	0.00	-45,000.00	305,000.00
416 E 46000 111 000 00000 000	STW - Salaries	19,022.00	0.00	0.00	-4,900.00	14,122.00
416 E 46000 121 000 00000 000	STW - Regular Employee Wages	24,856.00	0.00	0.00	4,700.00	29,556.00
416 E 46000 123 000 00000 000	STW - Overtime Wages	256.00	0.00	0.00	400.00	656.00
416 E 46000 142 000 00000 000	STW - Insurance	9,203.00	0.00	0.00	1,700.00	10,903.00
416 E 46000 220 000 00000 000	STW - Printing	3,000.00	0.00	0.00	-1,900.00	1,100.00
416 E 46000 259 000 00000 000	STW - Other Professional Servi	2,500.00	0.00	0.00	-500.00	2,000.00
416 E 46000 280 000 00000 000	STW - Travel	200.00	0.00	0.00	2,000.00	2,200.00
416 E 46000 290 000 00000 000	STW - Contracted Service	5,000.00	0.00	0.00	-1,500.00	3,500.00
424 E 43260 123 000 00000 000	SDW - Overtime Wages	1,350.00	0.00	0.00	300.00	1,650.00
424 E 43260 148 000 00000 000	SDW - Education/Training	650.00	0.00	0.00	1,350.00	2,000.00
424 E 43260 149 000 00000 000	SDW - Uniforms	500.00	0.00	0.00	100.00	600.00
424 E 43260 210 000 00000 000	SDW - Postage	2,500.00	0.00	0.00	-1,350.00	1,150.00
424 E 43260 220 000 00000 000	SDW - Printing	3,000.00	0.00	0.00	-2,372.48	627.52
424 E 43260 245 000 00000 019	SDW - TELEPHONE-COVID-19	0.00	0.00	0.00	100.00	100.00
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	8,000.00	0.00	0.00	15,825.00	23,825.00
424 E 43260 280 000 00000 000	SDW - Travel	1,000.00	0.00	0.00	-825.00	175.00
424 E 43260 287 000 00000 000	SDW - Meals & Entertainment	400.00	0.00	0.00	100.00	500.00
424 E 43260 289 000 00000 000	SDW - Other Contracted Service	220,000.00	0.00	275,000.00	-57,600.00	437,400.00
424 E 43260 289 023 00000 000	SDW - Cont Svc - 23 Storm	0.00	0.00	0.00	56,800.00	56,800.00
424 E 43260 295 000 00000 000	SDW - Litter Control	25,000.00	0.00	0.00	-18,019.57	6,980.43
424 E 43260 296 000 00000 000	SDW - Keep Lakeland Beautiful	0.00	0.00	0.00	200.00	200.00
424 E 43260 331 000 00000 000	SDW - Gas, Oil, Diesel	15,000.00	0.00	0.00	5,392.05	20,392.05

TREASURER'S REPORT

**July 1, 2024 through
September 30, 2024**



SEPTEMBER GENERAL FUND

Fund Balance	Beginning Fund Balance	Sept Fund Balance
Non-Spendable	-	-
Committed	350,572	589,063
Assigned	243,841	252,859
Unassigned	6,535,530	5,419,221
Total Fund Balance	7,129,943	6,261,143
Change in Fund Balance	-	(868,800)

General Fund



Revenue:

\$898,231



Expenditures:

\$1,688,013



Other Financing Sources
(Uses):

\$(79,018)



Change In Fund Balance:

\$(868,800)

Key Highlights:

Revenue YTD:

- Property Tax Revenue: \$155,000 – 3% of Budget
- Local Tax Revenue: \$378,000 – 9% of Budget
- Grant Revenue: \$114,000 -1% of Budget

Expenditure YTD:

- Expenditures at 14% of budget excluding capital projects
- Capital projects are \$253,000 and include continued costs to replace the restrooms at I.H. Park and the installation of lights at the Athletic Complex

Change in Fund Balance highlights YTD:

- Decrease of \$868,800

SEPTEMBER STATE STREET FUND

State Street Aid Fund



Revenue: \$45,390



Expenditures : \$1,093,596



Change in Fund Balance:
(\$1,048,206)

Highlights YTD

Revenue:

- Received \$45,390 in State Shared Revenue

Expenditures:

- Spent \$989,000 for paving which was carried over from FY24
- Personnel expenses at \$62,000 - 18% of budget

Change in Fund Balance:

- Decrease of \$1,048,206

SEPTEMBER STORM WATER FUND

Storm Water Fund



Revenue: \$35,765



Expenditures : \$18,259



Change in Fund Balance: \$17,506

Highlights YTD

Revenue:

- Received \$35,000 in fees - 16% of budget

Expenditures:

- Personnel & Admin expenses at \$18,000 - 3% of budget
- There have been no capital expenditures

Change in Fund Balance:

- Increase of \$17,506

SEPTEMBER SOLID WASTE FUND

Solid Waste Fund



Revenue: \$230,315



Expenditures : \$285,523



Change in Fund Balance: \$(55,208)

Highlights YTD

Revenue:

- Received \$230,000 in collection fees - 16% of budget

Expenditures:

- Personnel & admin expenses at \$32,000- 18% of budget
- Contracted services at \$253,000 - 17% of budget

Change in Fund Balance

- Decrease of \$55,208

SEPTEMBER SEWER FUND

Sewer Fund



Operating Revenue:
\$526,794



Operating Expenses:
\$495,738



Operating Income (Loss):
\$31,056



Change in Net Position:
\$31,946

Highlights YTD

Revenue:

- Received \$527,000 in service and connection fees

Expenses

- Personnel and administrative expenses at \$496,000 -20% of spending plan
- Interest and agent fees at \$63,000
- Operating Income of \$31,000

Profile Summary

Type Fund Purpose

Profile as of 09/30/2024

Export Data

Purposes (5 purposes with 10 total issues) View All		Total Outstanding Par Amount: 60,586,668	
☐	Purpose	Original Par Amount	Outstanding Par Amount
☐	Beverle Rivera Roadway Extension (1 Issue)	1,490,397	1,157,461
☐	LSS High School Construction (5 Issues)	88,705,500	43,849,375
☐	LSS Middle School Construction (2 Issues)	34,794,500	14,063,727
☐	LSS Settlement (1 Issue)	332,443	112,105
☐	Public Works Projects (incl Treatment Plant) (1 Issue)	9,811,191	1,404,000

Audited Financial Statements: 06/30/2021 | Edit



SEPTEMBER FINANCIAL STATEMENTS



City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
September 30, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 5,348,539	\$ 7,647	\$ 193,841	\$ 549,430	\$ 27,917	\$ 6,127,374
Receivables						
Property taxes, net of allowance	135,634	-	-	-	-	135,634
Grants	-	-	-	-	-	-
Other	5,277,759	-	-	30,000	-	5,307,759
Due from other governments	800,535	-	-	-	-	800,535
Due from other funds	138,010	-	8,159	-	-	146,169
Prepaid items	4,322	-	-	-	-	4,322
Advances Receivable	1,024,354	-	-	-	-	1,024,354
Inventory	4,891	-	-	-	-	4,891
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 12,734,044</u>	<u>\$ 7,647</u>	<u>\$ 202,000</u>	<u>\$ 579,430</u>	<u>\$ 27,917</u>	<u>\$ 13,551,038</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 119,665	\$ -	\$ (94,256)	\$ (468)	\$ (339)	\$ 24,602
Deposits	181,796	-	-	-	-	181,796
Due to other funds	10,163	-	-	-	146,169	156,332
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>311,624</u>	<u>-</u>	<u>(94,256)</u>	<u>(468)</u>	<u>145,830</u>	<u>362,730</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,954,185	-	-	-	-	5,954,185
Grants	207,092	-	-	-	-	207,092
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>6,161,277</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,161,277</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	579,898	(117,913)	461,985
Committed	589,063	7,647	296,256	-	-	892,966
Assigned	252,859	-	-	-	-	252,859
Unassigned	5,419,221	-	-	-	-	5,419,221
Total fund balances	<u>6,261,143</u>	<u>7,647</u>	<u>296,256</u>	<u>579,898</u>	<u>(117,913)</u>	<u>7,027,031</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 12,734,044</u>	<u>\$ 7,647</u>	<u>\$ 202,000</u>	<u>\$ 579,430</u>	<u>\$ 27,917</u>	<u>\$ 13,551,038</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
September 30, 2024

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 155,294	\$ -	\$ -	\$ -	\$ -	\$ 155,294
Local taxes	378,060	-	-	-	-	378,060
Intergovernmental	125,066	-	45,390	-	-	170,456
Licenses and permits	30,520	-	-	-	-	30,520
Charges for services	28,643	-	-	35,765	230,315	294,723
Federal, state, and local grants	114,391	-	-	-	-	114,391
Interest income	37,418	-	-	-	-	37,418
Other	28,839	-	-	-	-	28,839
Total revenues	<u>898,231</u>	<u>-</u>	<u>45,390</u>	<u>35,765</u>	<u>230,315</u>	<u>1,209,701</u>
EXPENDITURES						
Current						
General government	690,826	-	-	-	-	690,826
Community development	246,846	-	-	-	-	246,846
Public works	219,381	-	1,087,311	18,259	284,887	1,609,838
Parks and recreation	278,143	-	-	-	-	278,143
Capital Outlay	252,816	-	6,285	-	636	259,737
Debt Service						
Principal	-	66,820	-	-	-	66,820
Interest and fiscal charges	-	4,669	-	-	-	4,669
Total expenditures	<u>1,688,012</u>	<u>71,489</u>	<u>1,093,596</u>	<u>18,259</u>	<u>285,523</u>	<u>3,156,879</u>
Excess of revenues over expenditures	(789,781)	(71,489)	(1,048,206)	17,506	(55,208)	(1,947,178)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	79,018	-	-	-	79,018
Transfers out	(79,018)	-	-	-	-	(79,018)
Total other financing sources (uses)	<u>(79,018)</u>	<u>79,018</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	(868,799)	7,529	(1,048,206)	17,506	(55,208)	(1,947,178)
Fund balances - beginning	<u>7,129,943</u>	<u>118</u>	<u>1,344,462</u>	<u>562,392</u>	<u>(62,705)</u>	<u>8,974,210</u>
Fund balances - ending	<u>\$ 6,261,144</u>	<u>\$ 7,647</u>	<u>\$ 296,256</u>	<u>\$ 579,898</u>	<u>\$ (117,913)</u>	<u>\$ 7,027,032</u>

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
September 30, 2024

ASSETS

Current assets:

Cash and cash equivalents	\$ 2,835,940
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	<u>2,837,661</u>

Capital assets:

Capital assets, not being depreciated	12,616,472
Capital assets, being depreciated - net	<u>13,219,547</u>
Total capital assets	25,836,019

Net pension asset

Total assets	<u>-</u> 28,673,680
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	29,711
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	870,169
Deposits	-
Advances payable to General Fund	1,024,354
Current portion of notes payable	<u>688,000</u>
Total current liabilities	2,582,523

Noncurrent liabilities:

Net pension liability	20,643
Notes payable, net of current portion	<u>11,889,866</u>
Total liabilities	14,493,032

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>2,505</u>
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NET POSITION

Net investment in capital assets	12,233,799
Unrestricted	<u>1,974,055</u>
Total net position	<u>\$ 14,207,854</u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

September 30, 2024

	Prior YTD 09/30/23	Current YTD 09/30/24	Plan FY 2025
Operating revenues:			
Sewer service fee	\$ 358,888	\$ 511,194	\$ 3,193,163
Service connection fees	4,100	15,600	604,300
Operating grants	-	-	2,614,797
Total operating revenues	362,988	526,794	6,412,260
Operating expenses:			
Personnel expenses	(123,606)	(157,949)	(820,806)
General and administrative	(117,622)	(192,789)	(1,100,100)
Depreciation	(127,500)	(145,000)	(580,000)
Total operating expenses	(368,728)	(495,738)	(2,500,906)
Operating Income (Loss)	(5,740)	31,056	3,911,354
Nonoperating revenues (expenses):			
Interest income	5,250	51	5,500
Interest and agent fee expense	(21,811)	(63,053)	(488,475)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	(16,561)	(63,002)	(482,975)
Change in net position	(22,301)	(31,946)	3,428,379
Capital Contributions	-	-	-
Net position - beginning of year	13,913,609	14,239,800	14,239,800
Net position - Sep-30	\$ 13,891,308	\$ 14,207,854	\$ 17,668,179

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
September 30, 2024

	<u>Current YTD</u> <u>09/30/24</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 956,027
Payments to suppliers/operating costs	<u>(350,738)</u>
Net cash provided by operating activities	605,289
Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Proceeds from debt issuance	6,131,164
Acquisition and construction of capital assets	<u>(4,654,042)</u>
Interest paid on capital debt	<u>(63,053)</u>
Net cash used by capital and related financing activities	1,414,069
Cash flows from investing activities:	
Interest income received	<u>51</u>
Net increase (decrease) in cash and cash equivalents	2,019,409
Cash and cash equivalents - beginning of year	<u>816,531</u>
Cash and cash equivalents - Sep-30	<u><u>\$ 2,835,940</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

September 30, 2024

	Prior YTD 09/30/23	Current YTD 09/30/24	Budget FY 2025	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 118,265	\$ 155,294	\$ 5,931,392	2.62%
Local Taxes	297,995	378,060	4,240,739	8.91%
Intergovernmental	122,169	125,066	2,366,757	5.28%
Licenses and permits	12,616	30,520	378,448	8.06%
Charges for services	25,914	28,643	302,399	9.47%
Federal, State, and Local Grants	29,800	114,391	9,311,456	1.23%
Other	177,493	66,257	6,220,000	1.07%
Total Revenues	<u>784,252</u>	<u>898,231</u>	<u>28,751,191</u>	<u>3.12%</u>
EXPENDITURES				
Current				
General government	(589,996)	(690,827)	(8,953,053)	7.72%
Community Development	(213,207)	(246,846)	(3,372,750)	7.32%
Public Works	(148,025)	(219,381)	(1,140,961)	19.23%
Parks and Recreation	(227,112)	(278,143)	(1,303,990)	21.33%
Capital Projects	(3,191,652)	(252,816)	(22,986,595)	1.10%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(4,369,992)</u>	<u>(1,688,013)</u>	<u>(37,757,349)</u>	<u>4.47%</u>
Excess (deficiency) of revenues over (under) expenditures	(3,585,740)	(789,782)	(9,006,158)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	-	-	-	
Transfers out	(22,770)	(79,018)	(6,446,616)	
Total Other Financing Sources	<u>(22,770)</u>	<u>(79,018)</u>	<u>8,053,384</u>	
Net Change in Fund Balance	<u>\$ (3,608,510)</u>	<u>\$ (868,800)</u>	<u>\$ (952,775)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (69,051)		
Restricted Fund Balance		-		
Assigned Fund Balance				
Nonspendable Fund Balance				
Unassigned Fund Balance		(799,749)		
Net Change in Fund Balance		<u>\$ (868,800)</u>		

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
September 30, 2024

	YTD 09/30/24	Budget FY 2025
Revenues:		
Interest	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>
Expenditures:		
Principal	(66,820)	(1,084,339)
Interest	(4,441)	(1,416,768)
Dues and Fees	(228)	-
Total Expenditures	<u>(71,489)</u>	<u>(2,501,107)</u>
 Net excess (deficiency) of revenues over expenditures	 (71,489)	 (2,501,107)
 Other Financing Sources (Uses):		
Transfers In	79,018	3,140,717
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>79,018</u>	<u>3,140,717</u>
 Net Change in Fund Balance	 <u>\$ 7,529</u>	 <u>\$ 639,610</u>

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
September 30, 2024

	Prior YTD 09/30/23	Current YTD 09/30/24	Budget FY 2025
REVENUES:			
State shared revenue	\$ 42,342	\$ 45,390	\$ 524,673
Grant Revenue	-	-	-
Total revenues	<u>42,342</u>	<u>45,390</u>	<u>524,673</u>
EXPENDITURES:			
Personnel expenses	(81,404)	(61,984)	(348,604)
Public works	(15,865)	(1,025,327)	(3,527,285)
Capital projects	(4,145)	(6,285)	(177,000)
Total expenditures	<u>(101,414)</u>	<u>(1,093,596)</u>	<u>(4,052,889)</u>
Net excess (deficiency) of revenues over expenditures	(59,072)	(1,048,206)	(3,528,216)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	2,218,513
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>2,218,513</u>
Net change in fund balance	<u>\$ (59,072)</u>	<u>\$ (1,048,206)</u>	<u>\$ (1,309,703)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
September 30, 2024

	Prior YTD 09/30/23	Current YTD 09/30/24	Budget FY 2025
REVENUES:			
Storm Water Fees	\$ 36,846	\$ 35,235	\$ 220,018
Other	-	530	-
Total revenues	<u>36,846</u>	<u>35,765</u>	<u>220,018</u>
EXPENDITURES:			
Personnel expenses	(15,557)	(16,377)	(66,577)
General and administrative	(2,046)	(1,882)	(42,160)
Capital	-	-	(475,000)
Total expenditures	<u>(17,603)</u>	<u>(18,259)</u>	<u>(583,737)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	53,000
Net change in fund balance	<u>\$ 19,243</u>	<u>\$ 17,506</u>	<u>\$ (310,719)</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

September 30, 2024

	Prior YTD 09/30/23	Current YTD 09/30/24	Budget FY 2025
REVENUES:			
Solid waste collection fees	\$ 240,070	\$ 230,315	\$ 1,398,089
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	<u>240,070</u>	<u>230,315</u>	<u>1,398,089</u>
EXPENDITURES:			
Personnel expenditures	(23,373)	(24,211)	(68,910)
General and administrative	(27,675)	(8,006)	(106,900)
Contracted services	(96,441)	(252,670)	(1,495,000)
Capital	-	(636)	(10,000)
Total expenditures	<u>(147,489)</u>	<u>(285,523)</u>	<u>(1,680,810)</u>
Net excess (deficiency) of revenues over expenditures	92,581	(55,208)	(282,721)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	282,721
Net change in fund balance	<u>\$ 92,581</u>	<u>\$ (55,208)</u>	<u>\$ -</u>
Fund balance - beginning of year	<u>266,566</u>	<u>65,989</u>	<u>65,989</u>
Fund balance - Sep 30	<u>\$ 359,147</u>	<u>\$ 10,781</u>	<u>\$ 65,989</u>

APPENDIX A – BUDGETARY TRANSFERS



Budget Transfers as of September 30.2024

Column1	Account Level	2024-25	2024-252	2024-253	2024-254	2024-255
Fnd T Acct Obj Prj Loc Prg	Description	Original Budget	Budget Carry Fwd	Budget Revisions	Budget Transfers	Revised Budget
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	15,000.00	0	0	15,000.00	30,000.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	15,000.00	0	0	-3,000.00	12,000.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	15,000.00	0	0	25,000.00	40,000.00
110 E 41000 513 000 00000 000	GOV - Liability	61,000.00	0	0	-10,000.00	51,000.00
110 E 41000 932 000 00000 000	GOV - Building Improvements	55,000.00	0	0	-2,000.00	53,000.00
110 E 41500 111 000 00000 000	FIN - Salary	331,386.00	0	0	-34,880.00	296,506.00
110 E 41500 290 000 00000 000	FIN - Contracted Service	15,000.00	0	0	9,880.00	24,880.00
110 E 41700 280 000 00000 000	PLN - Travel	3,500.00	0	0	-1,000.00	2,500.00
110 E 41700 951 000 00000 000	PLN - Furniture & Fixtures	0	0	0	1,000.00	1,000.00
110 E 41711 255 000 00000 000	IS - Data Processing Services	211,596.00	0	0	180	211,776.00
110 E 41711 948 000 00000 000	IS - Computer Upgrades	44,700.00	0	0	1,355.48	46,055.48
110 E 44310 247 000 00000 000	SC - Programs - Admissions	4,000.00	0	0	-1,178.99	2,821.01
110 E 44310 287 000 00000 000	SC - Meals & Entertainment	15,000.00	0	0	-356.49	14,643.51
121 E 43100 148 000 00000 000	STR - Education/Training	3,000.00	0	0	5,000.00	8,000.00
121 E 43100 259 000 00000 000	STR - Other Professional Servi	6,000.00	0	0	-1,500.00	4,500.00
121 E 43100 264 000 00000 000	STR - Traffic Control Lights	5,000.00	0	0	11,450.00	16,450.00
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	550,000.00	0	0	-9,950.00	540,050.00
121 E 43100 940 000 00000 000	STR - New Capital Light Equipm	62,000.00	0	0	-5,000.00	57,000.00

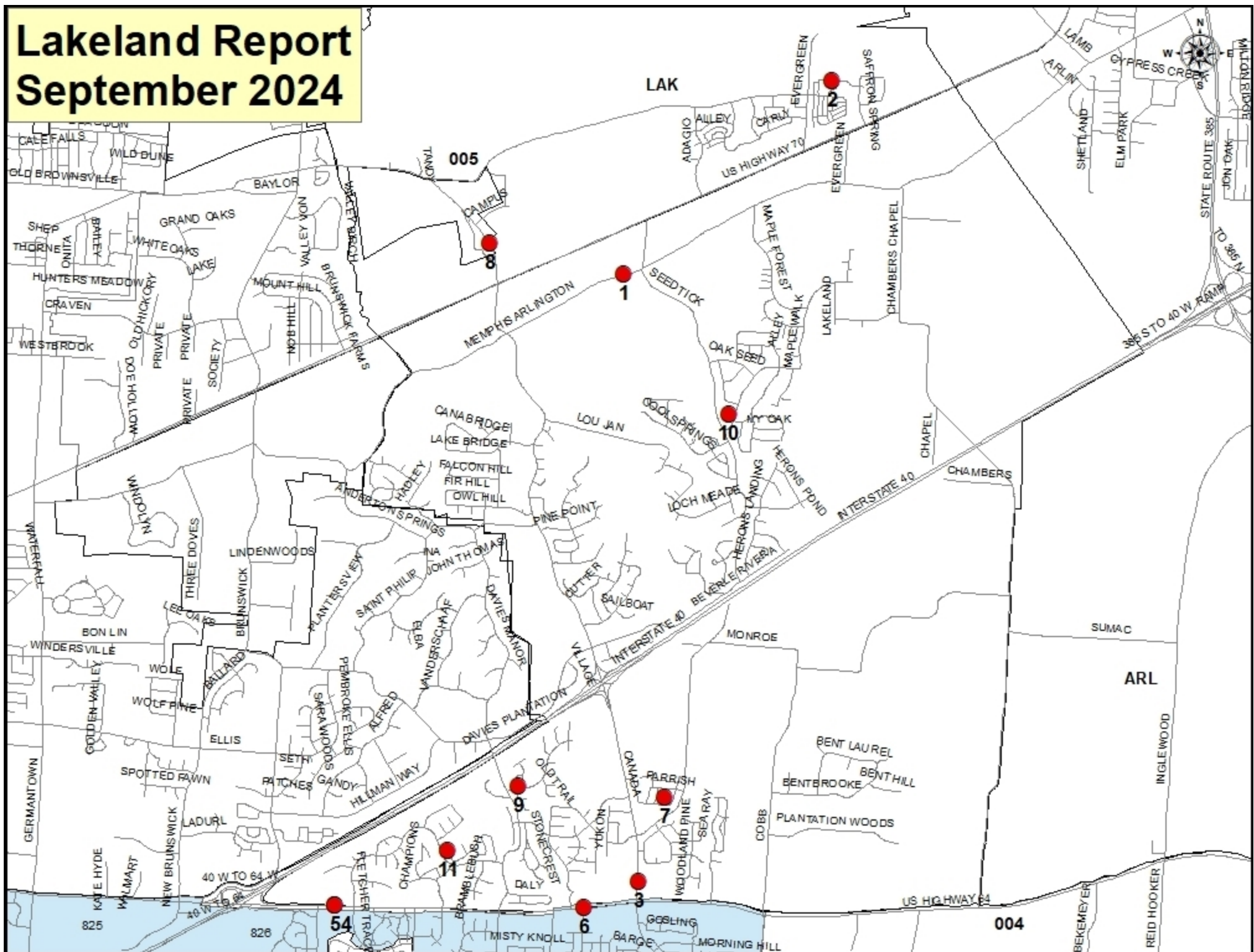
Shelby County Sheriff's Office



Crime Report

Lakeland
September 2024

Lakeland Report September 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2409000093SH	MVT/Passenger Vehicle	BROKE SIDE WINDOW	9/2/2024
2	2409000636SH	Other Theft/Non-Specific		9/10/2024
3	2409001013SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	9/24/2024
4	2409000479SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR	9/11/2024
5	2409000209SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	9/5/2024
6	2409000589SH	Theft from Building	THROUGH UNLOCKED DOOR	9/15/2024
7	2409000527SH	Theft from Motor Vehicle	BROKE SIDE WINDOW	9/12/2024
8	2409000093SH	Theft from Motor Vehicle	BROKE SIDE WINDOW	9/2/2024
9	2409000118SH	Theft from Motor Vehicle	BROKE FRONT DOOR	9/3/2024
10	2409000775SH	Vandalism/Misdemeanor		9/19/2024
11	2409000311SH	Vandalism/Misdemeanor		9/8/2024

All Incident Count

Incident	Count
Counterfeiting/Forgery	2
Drugs/Narcotics Violation/Misdemeanor	1
False Pretenses/Swindle/Confidence Game	2
Intimidation	2
MVT/Passenger Vehicle	1
Other Theft/Non-Specific	1
Robbery/Business	1
Shoplifting/Misdemeanor	3
Simple Assault	1
Theft from Building	1
Theft from Motor Vehicle	3
Vandalism/Misdemeanor	2
Grand Total	20

Tracked Count

Tracked Crimes	Sep-24	Aug-24	Sep-23
Agg Assault	0	0	0
Burg Bus	0	0	1
Burg Const	0	0	0
Burg Res	0	0	1
MVT	1	5	1
Other Lar	4	12	2
Robb Ind	0	0	0
Theft Fm Bldg	1	1	3
Theft fm Mot Veh	3	3	9
Vandalism	2	0	4
Totals	11	21	21

END OF PRESENTATION

BOARD OF COMMISSIONERS - PRIORITIES LINKAGE

Public Safety	Economic Development
6: RES - Traffic signal back up power 13: Discussion - street lighting	12: Discussion - Civic lots in Lakeland Town Square
Parks and Recreation	Enhance City Planning
10: RES - USDA Loan initial authorizing resolution 11: RES - USDA Form RD 1942-47	
Road Maintenance	Administrative Support / Other
5: RES - Seed Tick Road roundabout design contract 7: RES - Crosswalk markings	1 & 2: Minutes approvals 3: RES - Amending meeting calendar 4: RES - Access control server purchase 8: RES - Pump replacement at WW treatment plant 9: RES - Bypass pumping at WW treatment plant

Plotted By: Bryant, Tim Sheet Set: City Park T-Ball Field Layout: C0-00 COVER SHEET October 15, 2024 10:17:31am K:\MEM-LAP\115009016 - lakeland city park t-ball field\2-CADD\2-plant\sheeta\C0-00 COVER SHEET.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

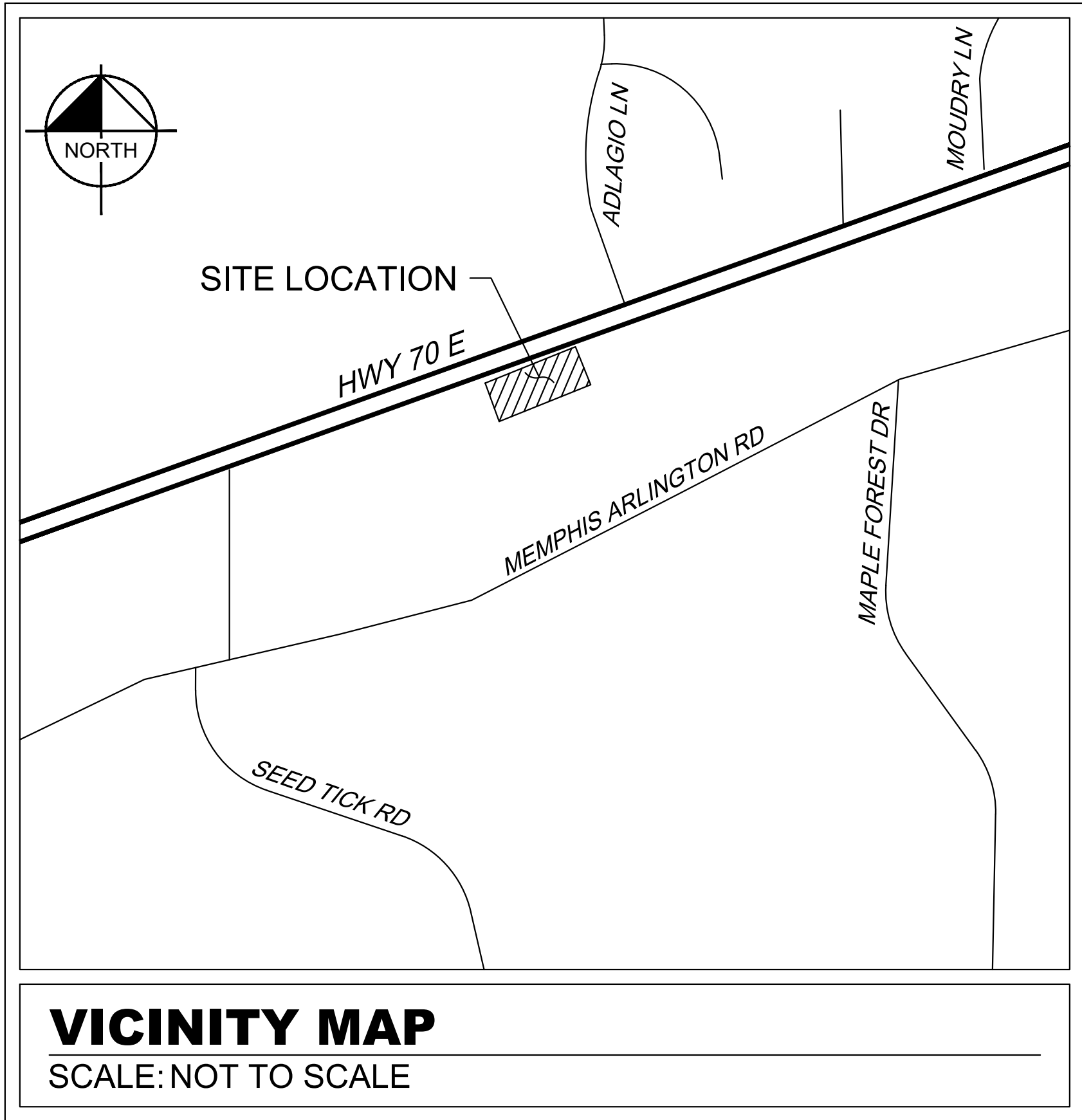
90% CONSTRUCTION DOCUMENTS FOR LAKELAND CITY PARK T-BALL FIELD

9959 HWY. 70
LAKELAND, TN 38002

October 15, 2024

PROJECT NARRATIVE:

THE SCOPE OF THIS PROJECT IS TO EXPAND THE EXISTING AMENITIES AT LAKELAND CITY HALL PARK TO INCLUDE A T-BALL FIELD AND PEDESTRIAN CONNECTIVITY. IT INCLUDES THE ADDITION OF A T-BALL FIELD WITH FENCING AND DUGOUTS, ASPHALT SIDEWALKS TO ENHANCE PEDESTRIAN CONNECTION, AND OTHER SITE IMPROVEMENTS AS DEPICTED IN THESE PLANS. THE OVERALL LAND DISTURBANCE IS APPROXIMATELY 0.95 ACRES IN SIZE.



Sheet List Table	
Sheet Number	Sheet Title
C0-00	COVER SHEET
C0-01	GENERAL NOTES
C0-02	TOPOGRAPHIC SURVEY BY OTHERS
C1-00	DEMOLITION PLAN
C2-00	SITE PLAN
C2-50	DIMENSION CONTROL PLAN
C3-00	GRADING AND DRAINAGE PLAN
C4-00	EROSION AND SEDIMENT CONTROL PLAN
C4-50	EROSION AND SEDIMENT CONTROL DETAILS
C5-00	CONSTRUCTION DETAILS
C5-01	CONSTRUCTION DETAILS
C5-02	CONSTRUCTION DETAILS
C5-03	CONSTRUCTION DETAILS

PROJECT DESIGN TEAM

OWNER/DEVELOPER

CITY OF LAKELAND, TN PARKS & RECREATION
10001 US-70
LAKELAND, TN 38002
PHONE: (901) 867-2717
CONTACT: ANDREW FISHER

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
6750 POPLAR AVENUE SUITE 600
MEMPHIS, TN 38138
PHONE: (901) 374-9109
CONTACT: JARMON PEREGOY, P.E.

SURVEY

HARRIS AND ASSOCIATES
LAND SURVEYORS, LLC
554 GREEN TREE CV, SUITE 102B
COLLIERVILLE, TN 38017
PHONE: (901) 362-2345
CONTACT: JOE S. WISEMAN

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
6750 POPLAR AVENUE SUITE 600
MEMPHIS, TN 38138
PHONE: (901) 374-9109
CONTACT: MICHAEL SHELTON, PLA

PERMITTING / UTILITY CONTACTS

LIGHT, GAS, AND WATER

MEMPHIS LIGHT GAS AND WATER
220 SOUTH MAIN STREET
MEMPHIS, TN 38103
PHONE: (901) 528-4270
CONTACT: TOM WORD

CITY OF LAKELAND

PARKS & RECREATION
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PHONE: (901) 867-2717
CONTACT: ANDREW FISHER

CITY OF LAKELAND

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LAKELAND, TN 38002
PHONE: (901) 867-5415
CONTACT: MATT BROWN

CITY OF LAKELAND

ENGINEERING
10001 US-70
LAKELAND, TN 38002
PHONE: (901) 867-5418
CONTACT: EMILY HARRELL, P.E.



CITY PARK T-BALL FIELD
PREPARED FOR
CITY OF LAKELAND
LAKELAND

STATE

SHEET NUMBER
C0-00

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6750 POPLAR AVE., SUITE 600, MEMPHIS TN 38138
PHONE: 901-374-9109
WWW.KIMLEY-HORN.COM

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT
115009016

DATE
DATE

SCALE AS SHOWN

DESIGNED BY KHA

DRAWN BY STB

CHECKED BY MWS

COVER SHEET

REVISIONS

DATE

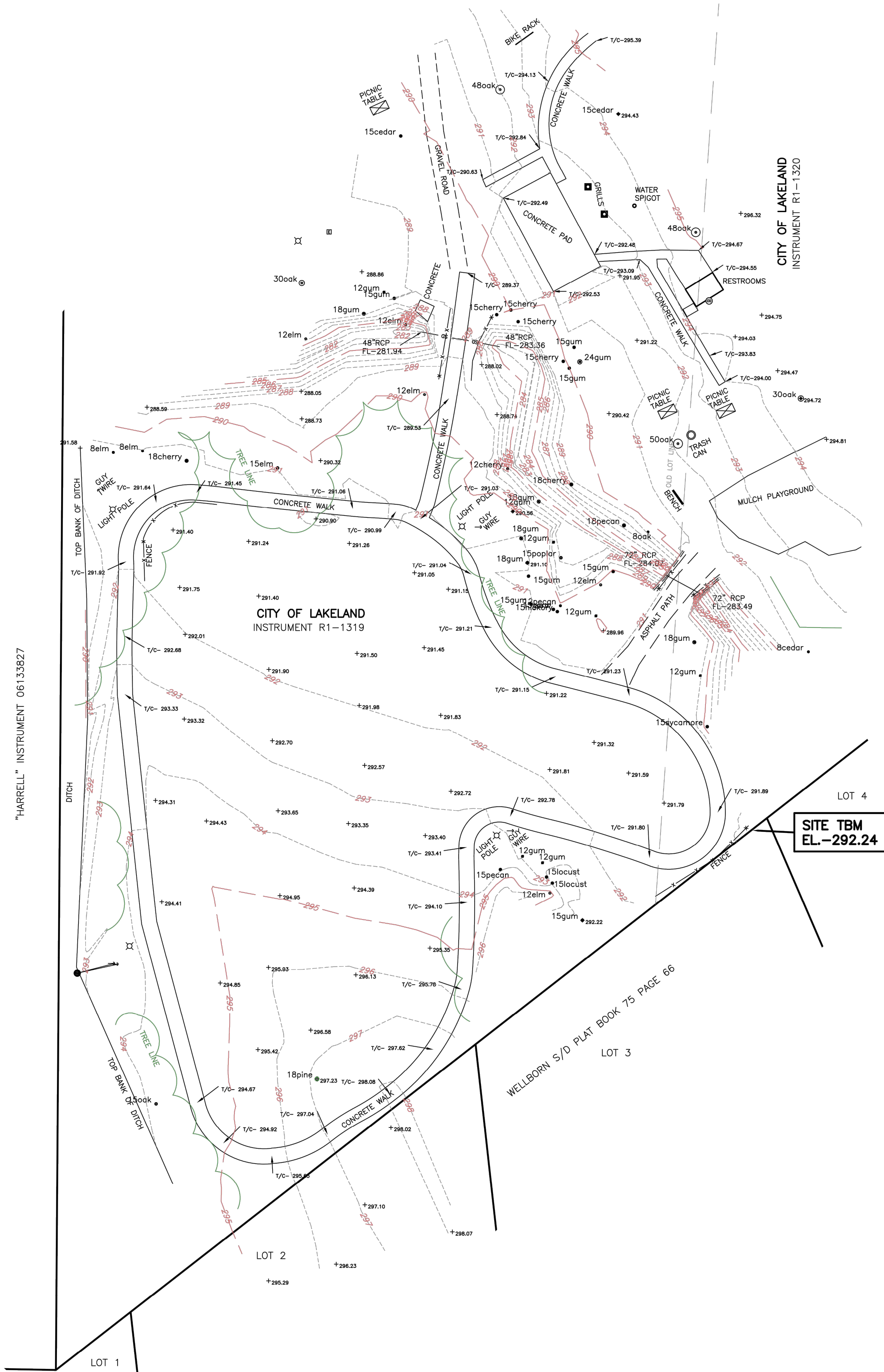
BY

LEGEND

ELECTRIC METER	SEWER MANHOLE
GAS METER	DRAIN MANHOLE
GAS VALVE	FIRE HYDRANT
ANCHOR GUY	6-72 DRAIN INLET
POWER POLE	TELEPHONE PEDESTAL
FENCE	MAILBOX
BORER HOLES	DRAIN INLET
LIGHT POLE	TELEPHONE MANHOLE
PAD MOUNTED TRANSFORMER	FIRE POST
SEWER CLEANOUT	INDICATOR VALVE
WATER METER	GROUND LIGHT
WATER VALVE	WATER PUMP
SIGN	BOLLARD
IRRIGATION	HANDICAP PARKING
CONTROL VALVE	HEATING VENTILATION AND AIR CONDITIONING
CABLE TV RISER	
SIGNAL POLE	

T/C- TOP OF CONCRETE

WATER LINE	W	W	W
GAS LINE	G	G	G
TELEPHONE LINE	T	T	T
POLE/WIRE LINE	E	E	E
UNDERGROUND ELECTRIC	UGE	UGE	UGE
SEWER LINE	SS	SS	SS
DRAIN LINE	SD	SD	SD



THIS IS TO CERTIFY THAT THIS TOPOGRAPHIC SURVEY IS IN COMPLIANCE WITH THE RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3 AND THAT THE TOPOGRAPHIC DATA SHOWN HEREON WAS DERIVED UTILIZING ELECTRONIC DATA CAPTURING TECHNOLOGY.

HARRIS & ASSOCIATES LAND SURVEYORS, LLC

BY
JEFFREY L. HARRIS
SURVEYOR
TENNESSEE LICENSE #1969



REVISED AUGUST 12, 2024 TO ADD AREA AROUND PAVILION.

TOPOGRAPHIC SURVEY OF PART
OF THE CITY OF LAKELAND
PROPERTY AS DESCRIBED IN
INSTRUMENT R1-1319 &
INSTRUMENT R1-1320 IN
LAKELAND, SHELBY COUNTY,
TENNESSEE

HARRIS & ASSOCIATES LAND SURVEYORS, LLC

554 Greentree Cove, Suite 102B • Collierville, Tennessee 38017 • (901)362-2345

DATE : JUNE 3, 2024

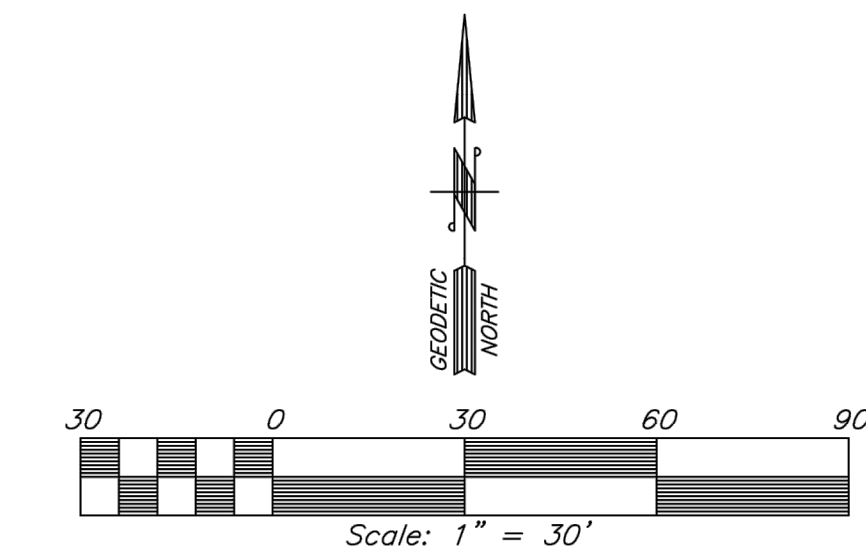
SCALE : 1" = 30'

DRAWN BY : JLH

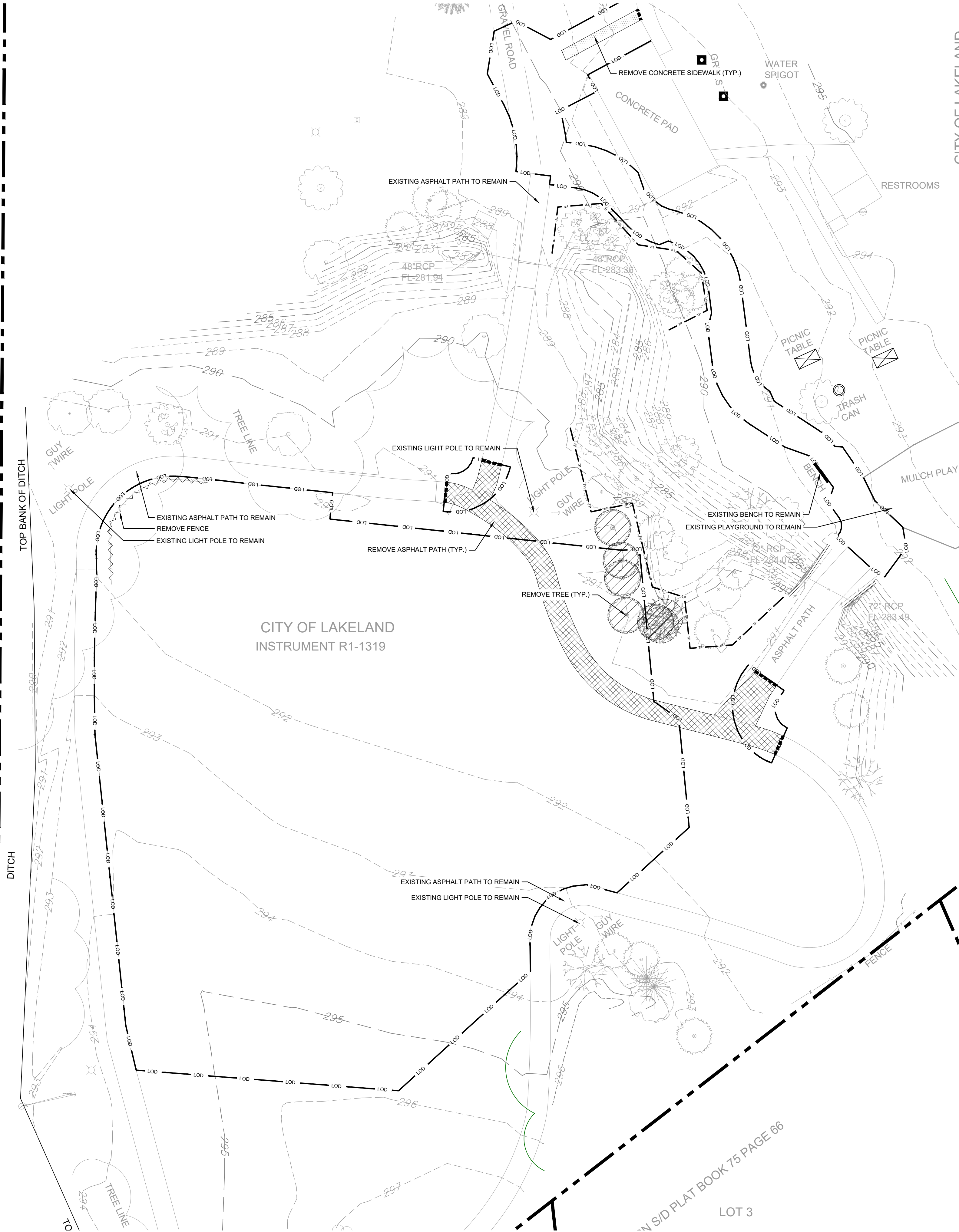
ORDERED BY : MICHAEL SHELTON
KIMLEY HORN

NOTES

1. PROPERTY LINES WERE NOT DETERMINED DURING THIS SURVEY. PROPERTY LINES SHOWN ARE SCHEMATIC ONLY.
2. ONLY VISIBLE AND APPARENT UTILITIES SHOWN.
3. UNDERGROUND UTILITIES NOT SHOWN, BEFORE COMMENCEMENT OF ANY CONSTRUCTION CALL TENNESSEE 1 CALL @ 1-800-351-1111 AND THE UTILITY COMPANIES MAINTAINING UTILITY SERVICES ACROSS SUBJECT PROPERTY.
4. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART TO THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA AS IDENTIFIED IN COMMUNITY PANEL 470402 0215 G. MAP REVISED FEBRUARY 6, 2015.
7. IF YOU HAVE RECEIVED THIS DRAWING IN DIGITAL FORMAT PLEASE BE AWARE THAT A HARD COPY OF THE PLAT BEARING AN ORIGINAL SEAL AND SIGNATURE RENDERED IN RED WILL RULE IN THE EVENT OF A CONFLICT BETWEEN THE PRESENTED DATA.
8. THE UNAUTHORIZED DISTRIBUTION OF THIS PLAT OF SURVEY MAY CONSTITUTE A COPYRIGHT INFRINGEMENT.
9. FLOW LINE ELEVATIONS, PIPE SIZES AND COMPOSITION (EXCEPT AS NOTED AS BEING DETERMINED FROM RECORDS) ARE REPORTED AS CAN BE ASCERTAINED FROM INVESTIGATION AT THE GROUND SURFACE WITHOUT ENTRY INTO THE STRUCTURE(S). AS SUCH INDICATED MEASUREMENTS MAY NOT MEET THE PROJECT SURVEY MEASUREMENT REQUIREMENTS.
10. UTILITY LOCATIONS AS SHOWN HAVE BEEN PLOTTED FROM "ONE CALL" OR OTHER UTILITY LOCATION SERVICES AS MARKED AT GRADE AND/OR VISIBLE EVIDENCE OF UTILITY SERVICES OR FROM RECORDS OF THE UTILITY PROVIDER(S) AS NOTED ON PLAT OF SURVEY. THE CLIENT SHOULD SATISFY THEMSELVES AS TO ALL MATTERS OF UTILITY LOCATION.
11. BENCH MARK: AN ON SITE GPS STATIC SESSION SUBMITTED TO THE NGS OPUS WEBSITE WAS USED TO DETERMINE ELEVATIONS. (NAVD88).
12. SITE BENCH MARK: FOUND IRON PIN LOCATED ON THE SOUTH LINE OF CITY OF LAKELAND PROPERTY, ± FEET NORTHEAST OF SOUTHWEST CORNER. ELEVATION = 292.24 (NAVD88).



"HARRELL" INSTRUMENT 06133827



DEMOLITION LEGEND

REMOVE EXISTING FENCE

LIMITS OF DISTURBANCE

PROPERTY LINE

TP

TREE PROTECTION FENCE

REMOVE EXISTING TREE

REMOVE EXISTING ASPHALT PAVEMENT

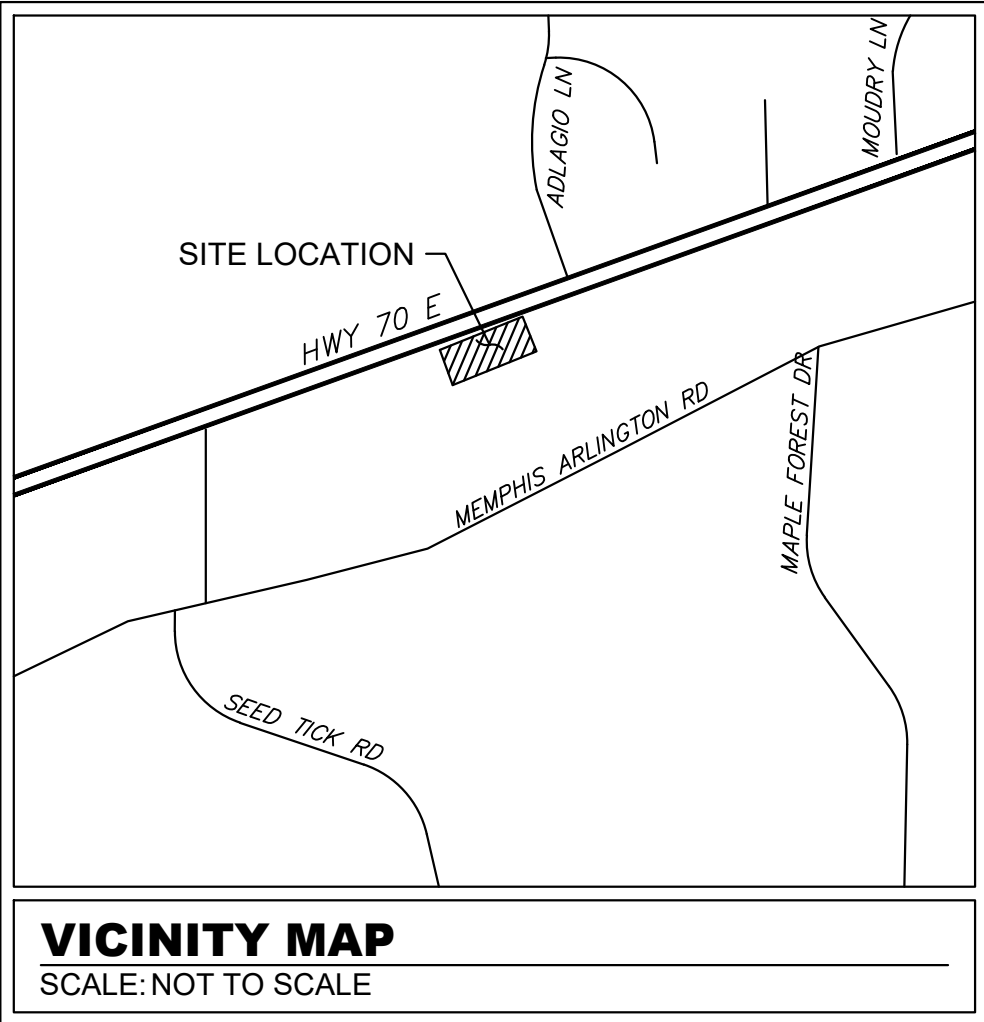
REMOVE EXISTING CONCRETE PAVEMENT

SAWCUT LINE

NOTE

1. CONTRACTOR TO VERIFY CURRENT SITE CONDITIONS BEFORE BEGINNING BID PREPARATION.

2. IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



- GENERAL DEMOLITION NOTES
1. WITHIN THE SUBJECT PROPERTY, THE INTENT IS TO HAVE A CLEAN AND CLEAR SITE, FREE OF ALL EXISTING ITEMS NOTED TO BE REMOVED IN ORDER TO PERMIT THE CONSTRUCTION OF THE NEW PROJECT.

2. ALL SEDIMENT AND EROSION CONTROLS SHALL BE IN PLACE PRIOR TO START OF DEMOLITION AND CLEARING AND GRUBBING OPERATIONS. EROSION CONTROL MEASURES SHALL CONFORM TO THE STANDARDS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) AND CITY OF GERMANTOWN EROSION CONTROL REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

3. REMOVE AND DISPOSE OF ANY SIDEWALKS, FENCES, STAIRS, WALLS, RETAINING WALLS, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED OFF SITE LANDFILL.

4. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR DEMOLITION AND DISPOSAL OF DEMOLITION MATERIAL TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST BONDS AND PAY PERMIT FEES AS REQUIRED.

5. THE CONTRACTOR SHALL PREPARE ALL DOCUMENTS AS REQUIRED PRIOR TO DEMOLITION. THE PLANS MAY NOT REFLECT ALL UTILITIES ON THE SITE OR SURROUNDING STREETS AND PROPERTIES. THE CONTRACTOR SHALL VERIFY LOCATIONS AND EXISTENCE OF UTILITY SERVICES PRIOR TO DEMOLITION. THE CONTRACTOR SHALL CALL TENNESSEE ONE CALL AND HAVE UTILITY LOCATIONS LOCATED PRIOR TO CONSTRUCTION.

6. FOR ALL ITEMS NOTED TO BE REMOVED - REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALL UNDERGROUND ELEMENTS AS WELL INCLUDING BUT NOT NECESSARILY LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, OLD PIPES, ETC.

7. THE CONTRACTOR SHALL PROTECT ALL IRON PINS, MONUMENTS AND PROPERTY CORNERS DURING DEMOLITION. ANY CONTRACTOR DISTURBED PINS, MONUMENTS, ETC. SHALL BE RESET BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

8. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPES, PAVEMENT, CURBS, SIDEWALKS OR LANDSCAPED AREAS DISTURBED DURING DEMOLITION WHICH WERE NOT IDENTIFIED FOR DEMOLITION TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER.

9. NO CONDUIT OR PIPE WILL BE ABANDONED IN PLACE. ALL CONDUITS AND PIPES SHALL BE REMOVED.

10. THE CONTRACTOR SHALL CONTROL DUST LEAVING THE SITE DURING DEMOLITION AND CONSTRUCTION. ALL STREETS SHALL BE KEPT CLEAR AND FREE OF DIRT AND DEBRIS.

11. THE CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY DISCREPANCIES TO THE PROJECT MANAGER.

12. THE CONTRACTOR SHALL PROTECT SURROUNDING BUILDING UTILITY SERVICES DURING CONSTRUCTION AND COORDINATE ALL SERVICE IMPACTS WITH OWNER.

13. THE CONTRACTOR SHALL EXERCISE CAUTION WITH ALL EXCAVATIONS AND BE PREPARED FOR SOFT DIG PROCEDURES WHERE UTILITY CONFLICTS EXIST.

14. THIS DEMOLITION PLAN IS INTENDED TO AID THE CONTRACTOR DURING THE BIDDING AND CONSTRUCTION PROCESS AND IS NOT INTENDED TO DEPICT EACH AND EVERY ELEMENT OF DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE DETAILED SCOPE OF DEMOLITION AND FOR THE DEMOLITION, REMOVAL, OR RELOCATION OF ITEMS IN CONFLICT WITH THE PROPOSED CONSTRUCTION.

15. THE SCOPE OF DEMOLITION IS NOT LIMITED EXCLUSIVELY TO THE WORK INDICATED ON THE DEMOLITION PLAN. THE CONSTRUCTION DOCUMENTS ARE PROVIDED AS A GENERAL GUIDE FOR DEMOLITION. TO ASSIST THE CONTRACTOR, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ADDITIONAL DEMOLITION THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF NEW WORK. THE CONTRACTOR SHALL REVIEW ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

16. THE CONTRACTOR SHALL PROTECT ALL ITEMS SPECIFICALLY NOTED TO REMAIN. IF ITEMS ARE DAMAGED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL REPAIR OR REPLACE ITEMS, AT NO ADDITIONAL COST TO THE OWNER.

17. ALL UTILITIES NOT SPECIFICALLY MARKED FOR DEMOLITION SHALL BE PROTECTED THROUGHOUT CONSTRUCTION. SPECIAL SUPPORTS, BRACING, SHORING SHOULD BE PROVIDED AND ACCOUNTED FOR TO PROTECT EXISTING UTILITIES TO REMAIN.

18. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL UTILITY DEMOLITION, SHUTOFFS, AND SWITCHOVERS WITH THE OWNER AND THE RESPECTIVE UTILITY COMPANY.

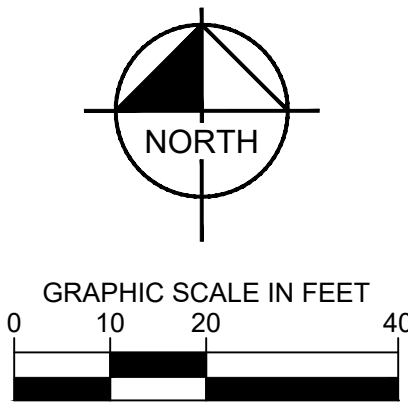
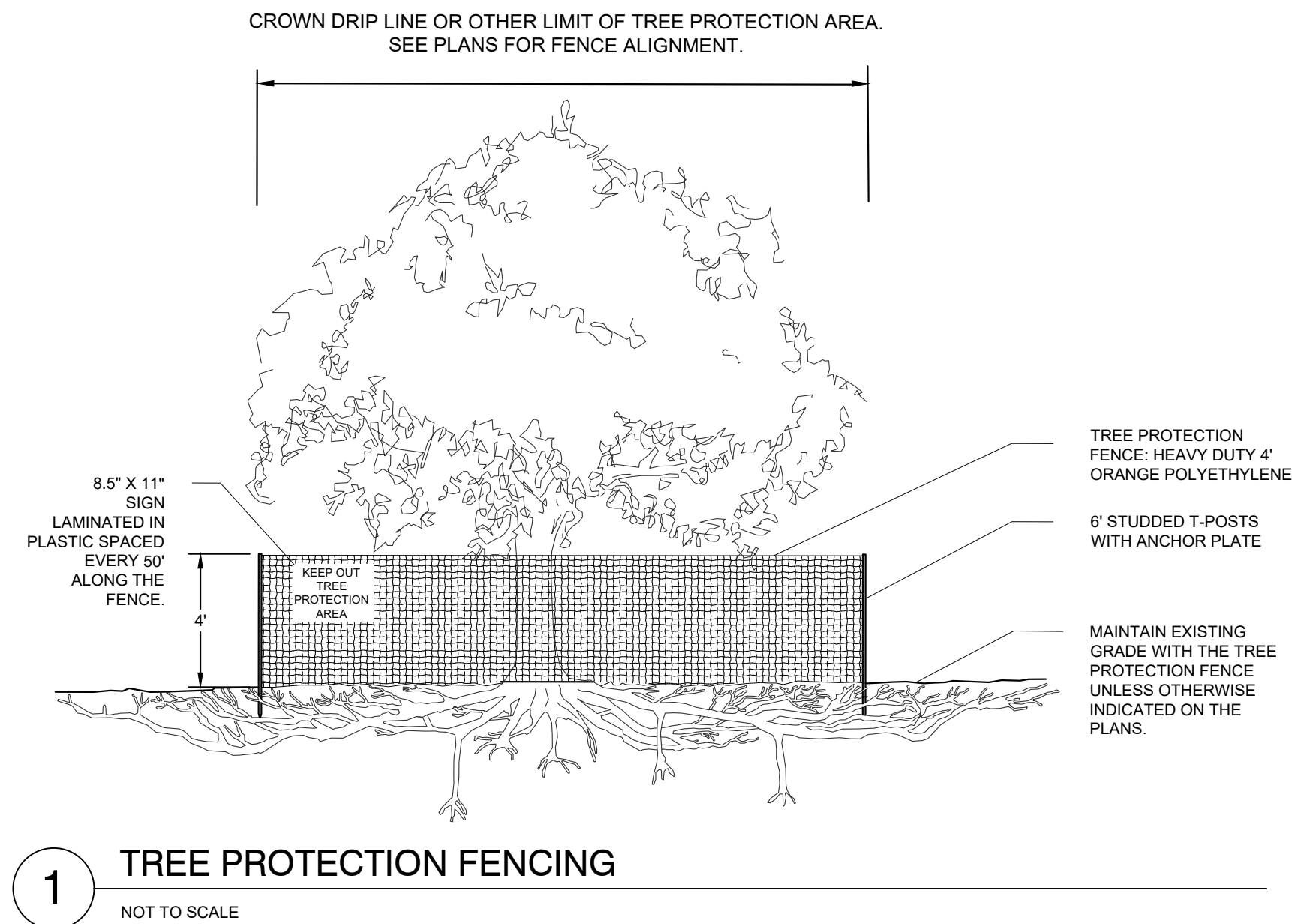
19. THE CONTRACTOR SHALL REPAIR ALL SURROUNDING PAVEMENTS, SIDEWALKS, AND CURBS DAMAGED BY CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST.

20. ALL UTILITIES BOXES, MANHOLES, VALVES, POLES, AND OTHER APPURTENANCES SHALL BE ADJUSTED TO FINISHED GRADE.

21. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING FLOW IN THE EXISTING STORM AND SANITARY SEWER SYSTEMS THROUGHOUT CONSTRUCTION. TEMPORARY BYPASS PUMPING OR DIVERSION PIPES MAY BE REQUIRED.

22. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED IN CONJUNCTION WITH CITY REQUIREMENTS.

23. ANY AND ALL PAVEMENT REMOVAL SHALL BE SAWCUT IN LOCATIONS WHERE EXISTING PAVEMENT IS TO REMAIN.



CITY PARK T-BALL FIELD

PREPARED FOR

CITY OF LAKELAND

LAKELAND

STATE

DEMOLITION PLAN

SHEET NUMBER

C1-00

115009016

DATE

AS SHOWN

DESIGNED BY

KHA

DRAWN BY

STB

CHECKED BY

MWS

PROJECT

DATE

SCALE

DESIGNED BY

DRAWN BY

CHECKED BY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6750 POPLAR AVE., SUITE 600, MEMPHIS TN 38138
PHONE: 901-374-9109
WWW.KIMLEY-HORN.COM

PRELIMINARY

NO FOR CONSTRUCTION

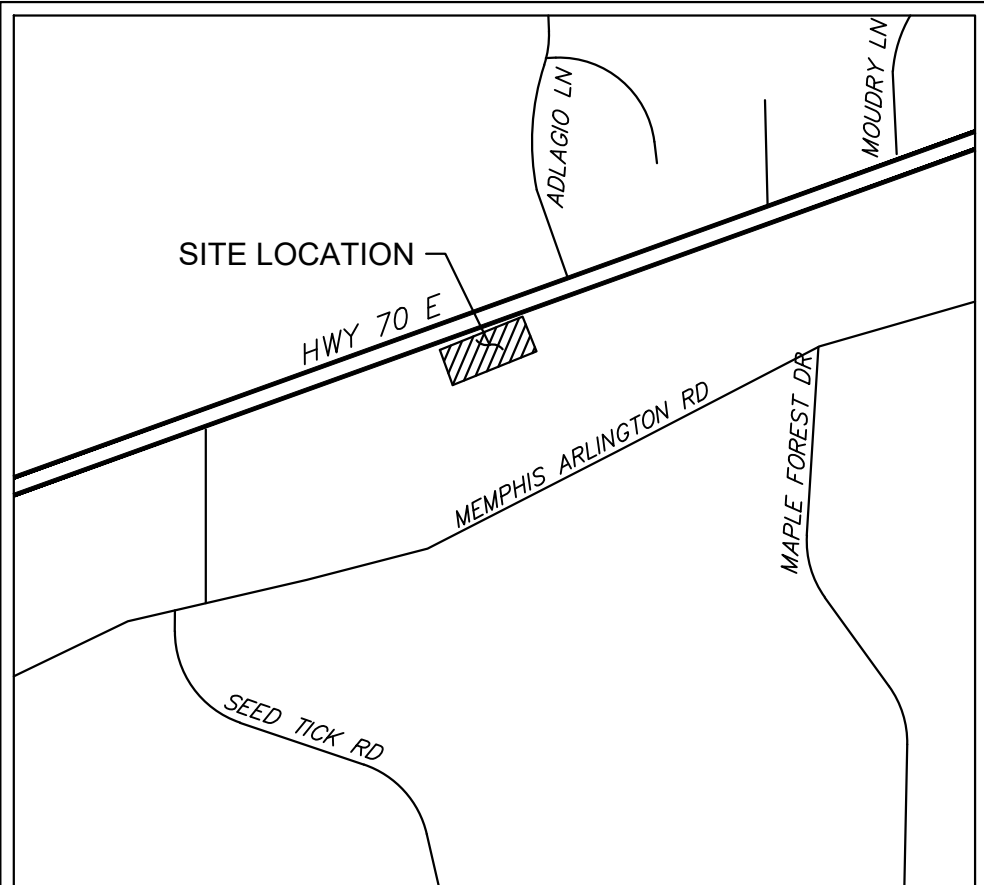
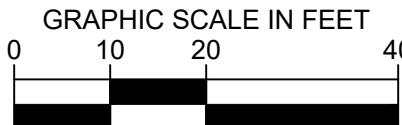
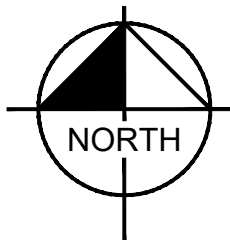
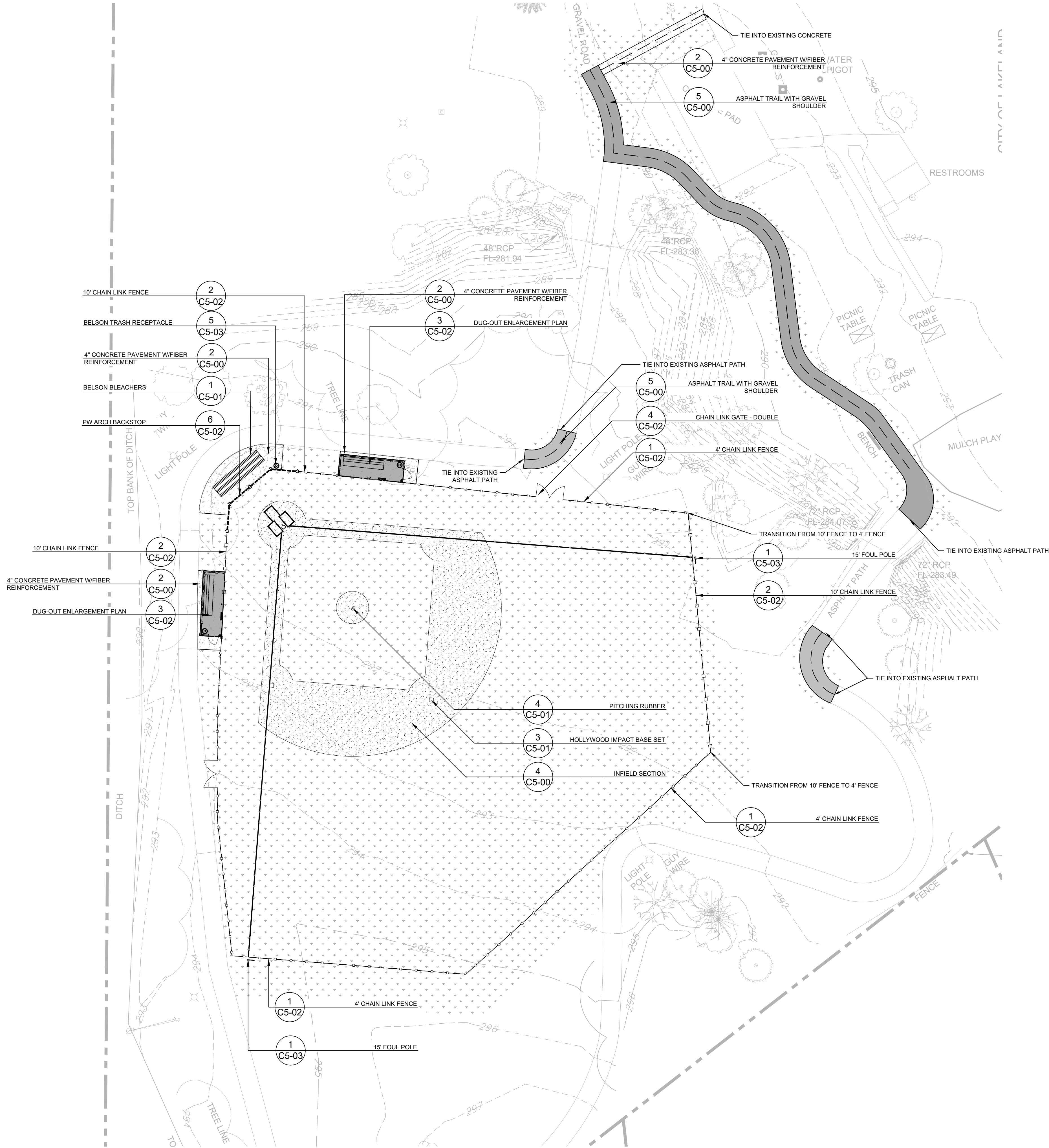
REVISIONS

DATE

BY

Page 58 of 152

Plotted By: Bryant, Tim Sheet Set: City Park T-Ball Field Layout: C2-00 SITE PLAN October 15, 2024 10:18:00am K:\NEW\LAP\115009016 - lakeland city park t-ball field\2-CADD\2-plant\sheet\2-C2-00 SITE LAYOUT PLAN.dwg
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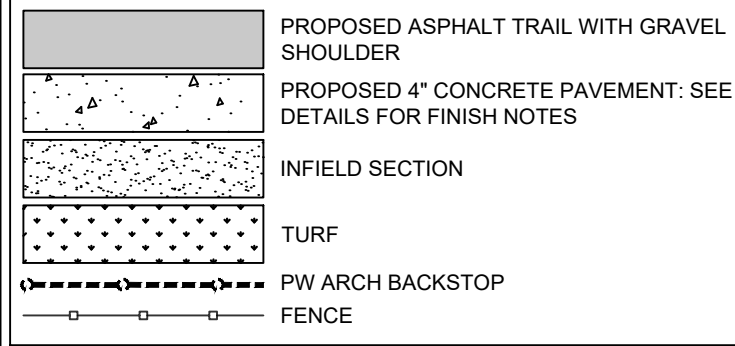


VICINITY MAP
SCALE: NOT TO SCALE

GENERAL NOTES

1. CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO BEGINNING WORK.
2. ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION FROM KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
3. IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITION, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATIONS UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
5. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT AGENCY'S LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
6. ALL ACCESSIBLE SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE, AND LOCAL CODES.
7. NOTIFY THE CITY INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
8. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
9. ARCHITECTURAL PLANS ARE TO BE USED FOR BUILDING STAKE OUT.
10. ALL DIMENSIONS ARE FROM FACE OF BUILDING, CURB, WALL, EDGE OF PAVEMENT CENTER OF STRIPE, OR ALONG EDGE OF SIDEWALK, UNLESS OTHERWISE SPECIFIED ON PLANS.
11. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SUCH THAT WORKERS AND PUBLIC SHALL BE PROTECTED FROM INJURY AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
12. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATION.
13. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES, AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
14. ALL ROAD WORK SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL GOVERNMENT AGENCY SPECIFICATIONS.
15. ALL PROPOSED SIDEWALKS SHALL BE ADA ACCESSIBLE.

LEGEND



CITY PARK T-BALL

FIELD

PREPARED FOR

CITY OF LAKELAND

LAKELAND, TN

SITE PLAN

KHA PROJECT
115009016

DATE
7/10/2024

SCALE AS SHOWN
DESIGNED BY KHA

DRAWN BY STB

CHECKED BY MWS

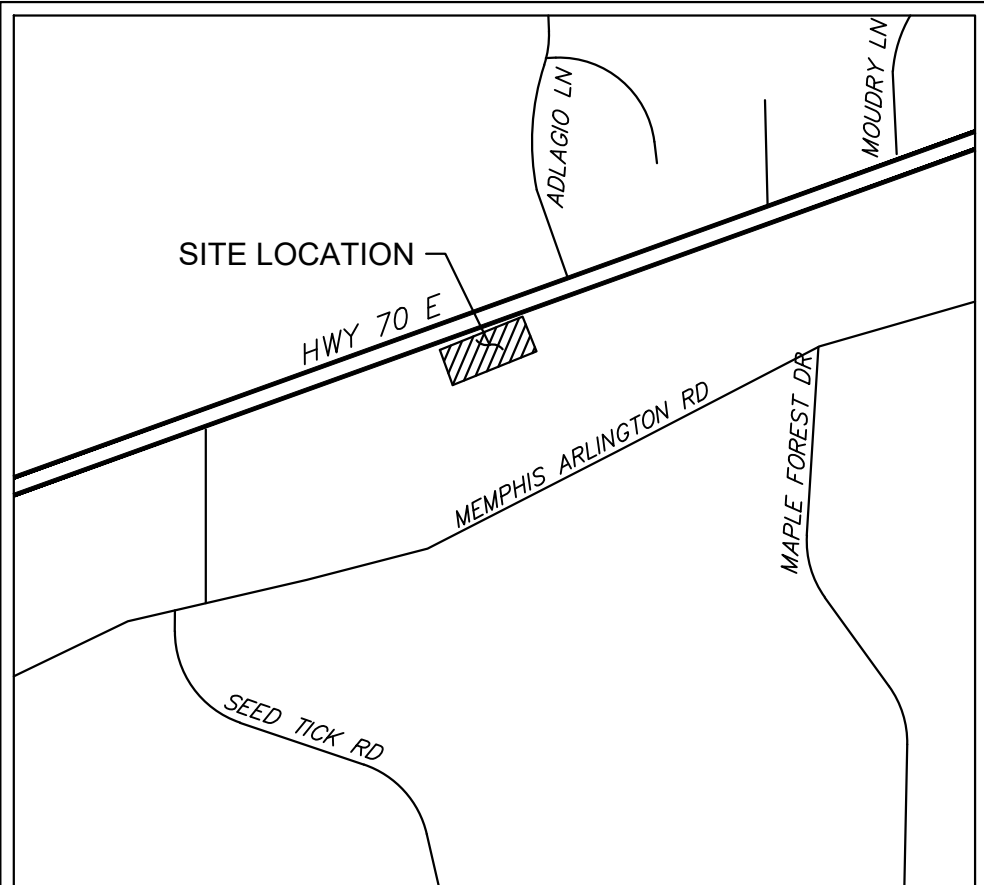
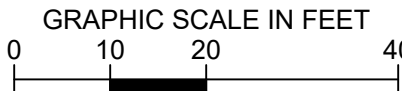
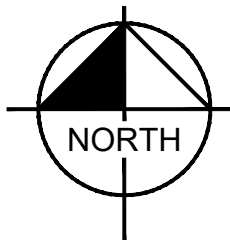
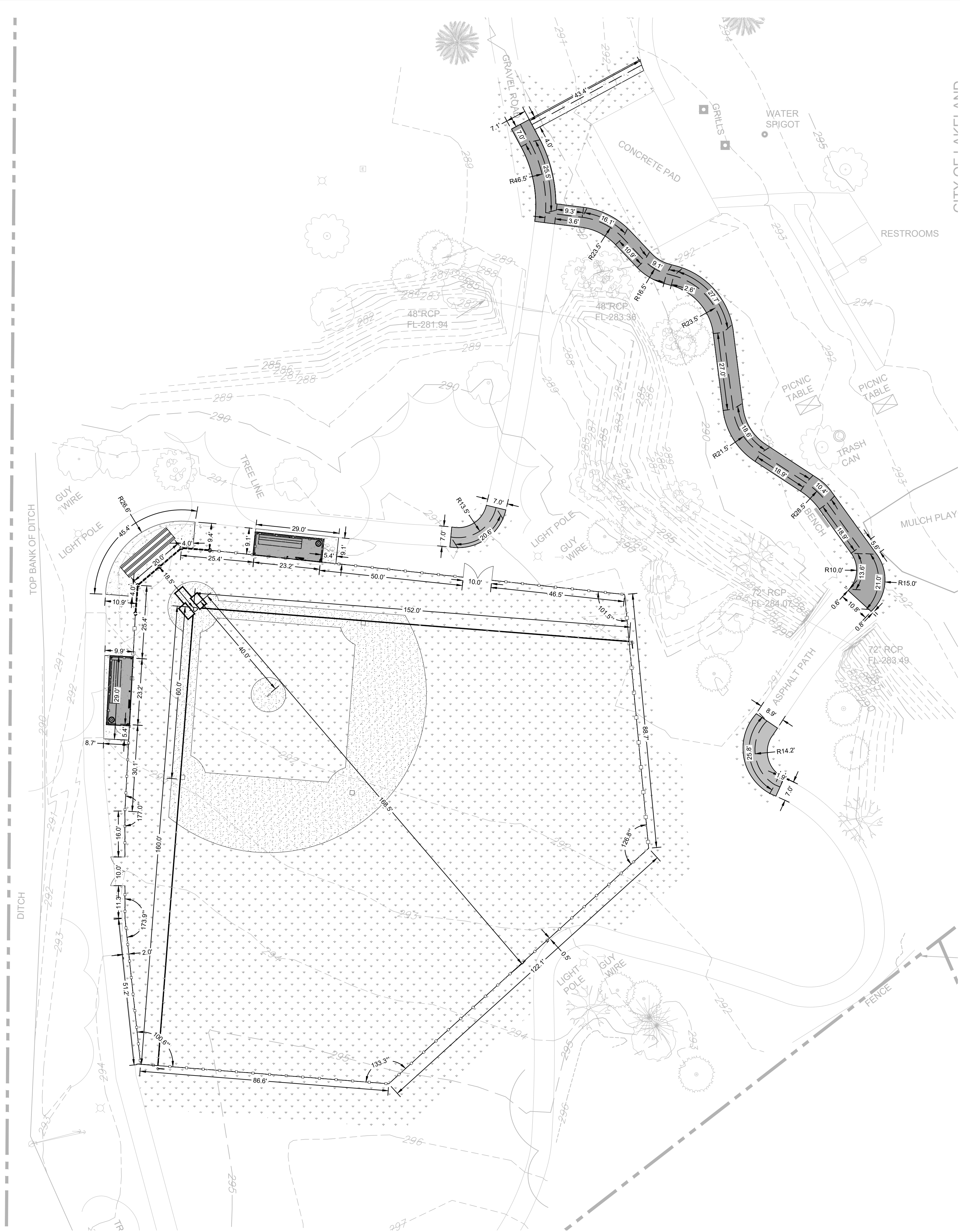


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No.	REVISIONS	DATE	BY

SHEET NUMBER
C2-00



VICINITY MAP
SCALE: NOT TO SCALE

GENERAL NOTES

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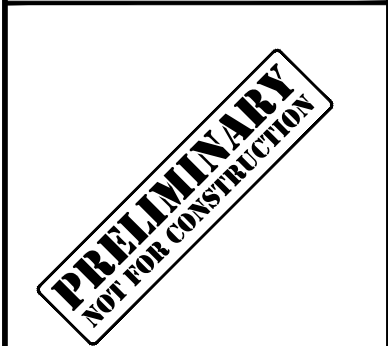
LEGEND

- PROPOSED ASPHALT TRAIL WITH GRAVEL SHOULDER
- PROPOSED 4" CONCRETE PAVEMENT: SEE DETAILS FOR FINISH NOTES
- INFIELD SECTION
- PW ARCH BACKSTOP
- FENCE

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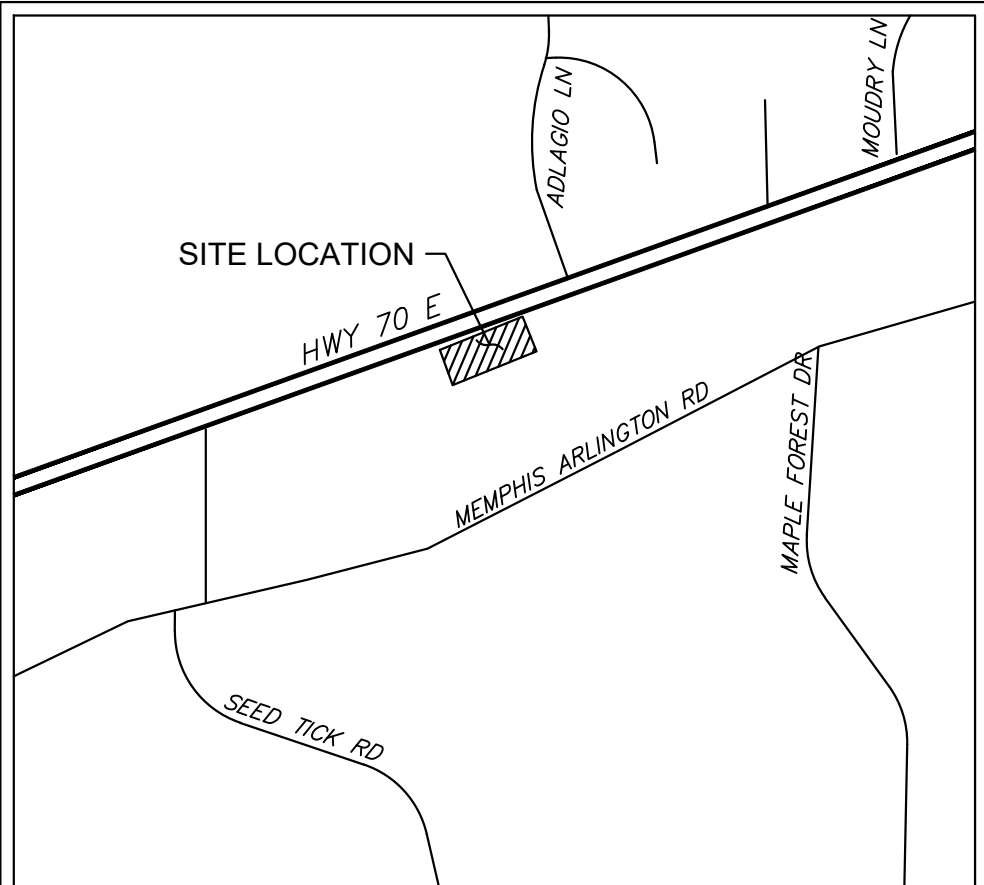
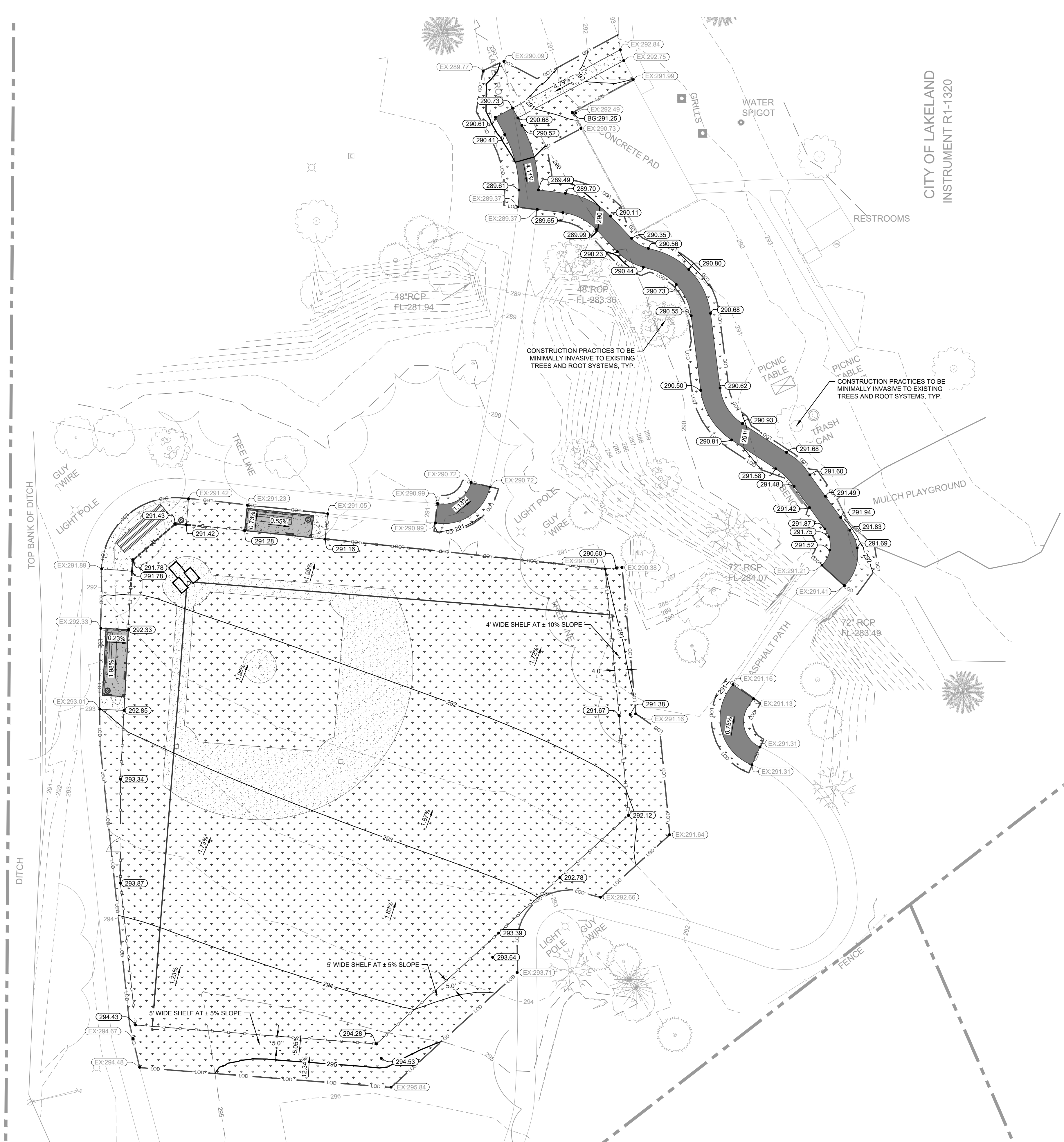


KHA PROJECT 115009016	DATE 7/10/2024	SCALE AS SHOWN	DESIGNED BY KHA	STB	MWS

CITY PARK T-BALL FIELD
PREPARED FOR
CITY OF LAKELAND
LAKELAND, TN

DIMENSION CONTROL PLAN

SHEET NUMBER
C2-50



VICINITY MAP
SCALE: NOT TO SCALE

GRADING NOTES

- ALL NEWLY CUT OR FILLED AREAS, LACKING ADEQUATE VEGETATION, SHALL BE SEEDED, MULCHED, FERTILIZED AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY COMPANIES WHICH MAINTAIN A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT PRIOR TO THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN CONSTRUCTION PERIMETERS, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT. DURING THE WORK ON THE PROJECT, FOR SITE LOCATION OF EXISTING UTILITIES INVOLVING M&GW, SOUTH CENTRAL BELL, AND/OR TEXAS GAS COMPANY, CALL 1-800-351-1111.
- ALL FILL SOILS SHALL BE COMPACTED TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY (ASTM D-698) WITHIN 3% OF OPTIMUM MOISTURE CONTENT IN LIFTS NOT TO EXCEED SIX (6) INCHES IN LOOSE THICKNESS WHEN HAND-GUIDED EQUIPMENT IS USED OR NINE (9) INCHES IN LOOSE THICKNESS WHEN HEAVY, SELF-PROPELLED COMPACTION EQUIPMENT IS USED.
- ALL CONSTRUCTION MATERIALS AND PROCEDURES SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF LAKELAND STANDARD CONSTRUCTION SPECIFICATIONS.
- VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT OF ANY VARIATIONS PRIOR TO COMMENCEMENT OF WORK.
- ALL GRADING WORK SHALL BE PERFORMED IN SUCH A MANNER THAT ADJACENT TREE AREAS ARE NOT DAMAGED OR ADVERSELY AFFECTED.

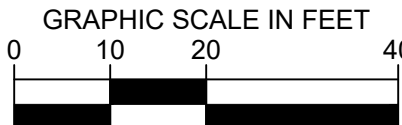
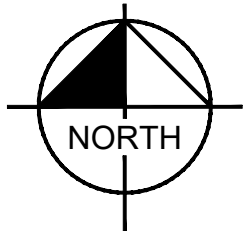
GENERAL GRADING NOTES

- CRITICAL SPOT GRADES ARE TO PAVEMENT GRADE UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS AND CROSSWALKS WITH A 2.0% MAXIMUM CROSS SLOPE AND A 5.0% MAXIMUM RUNNING SLOPE, UNLESS NOTED AS A RAMP. GRADES WITHIN ADA HANDICAP PARKING AREAS NOT TO EXCEED A 2% MAXIMUM SLOPE IN ANY DIRECTION.
- CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAYING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.
- ALL ROOF DRAIN PIPING SHALL BE PVC UNLESS OTHERWISE NOTED.
- ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
- CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER AND STORM DRAINAGE SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
- NO GRADED SLOPE SHALL EXCEED 3H:1V.
- ALL WALLS GREATER THAN 30" IN HEIGHT SHALL BE DESIGNED AND PERMITTED BY AN ENGINEER LICENSED IN THE STATE OF TENNESSEE.
- ALL WALLS GREATER THAN 30" IN HEIGHT SHALL HAVE FALL PROTECTION THROUGH FENCING OR HANDRAIL AT A MINIMUM OF 42" TALL.

GRADING PLAN LEGEND

SPOT ELEVATION	LP LOW POINT
HP HIGH POINT	BC BOTTOM OF CURB / GUTTER LINE
TC TOP OF CURB	BG BOTTOM OF GRADE AT EXPOSED WALL
TG TOP OF GRADE AT WALL	INV INVERT
RM TOP OF GRATE / COVER	

EXISTING CONTOUR	PROPERTY LINE
PROPOSED CONTOUR	LIMITS OF GRADING DISTURBANCE



CITY PARK T-BALL FIELD

PREPARED FOR

CITY OF LAKELAND

LAKELAND

STATE

FL

GRADING AND DRAINAGE PLAN

PREPARED FOR

CITY OF LAKELAND

LAKELAND

CITY OF LAKELAND

INSTRUMENT R1-1320

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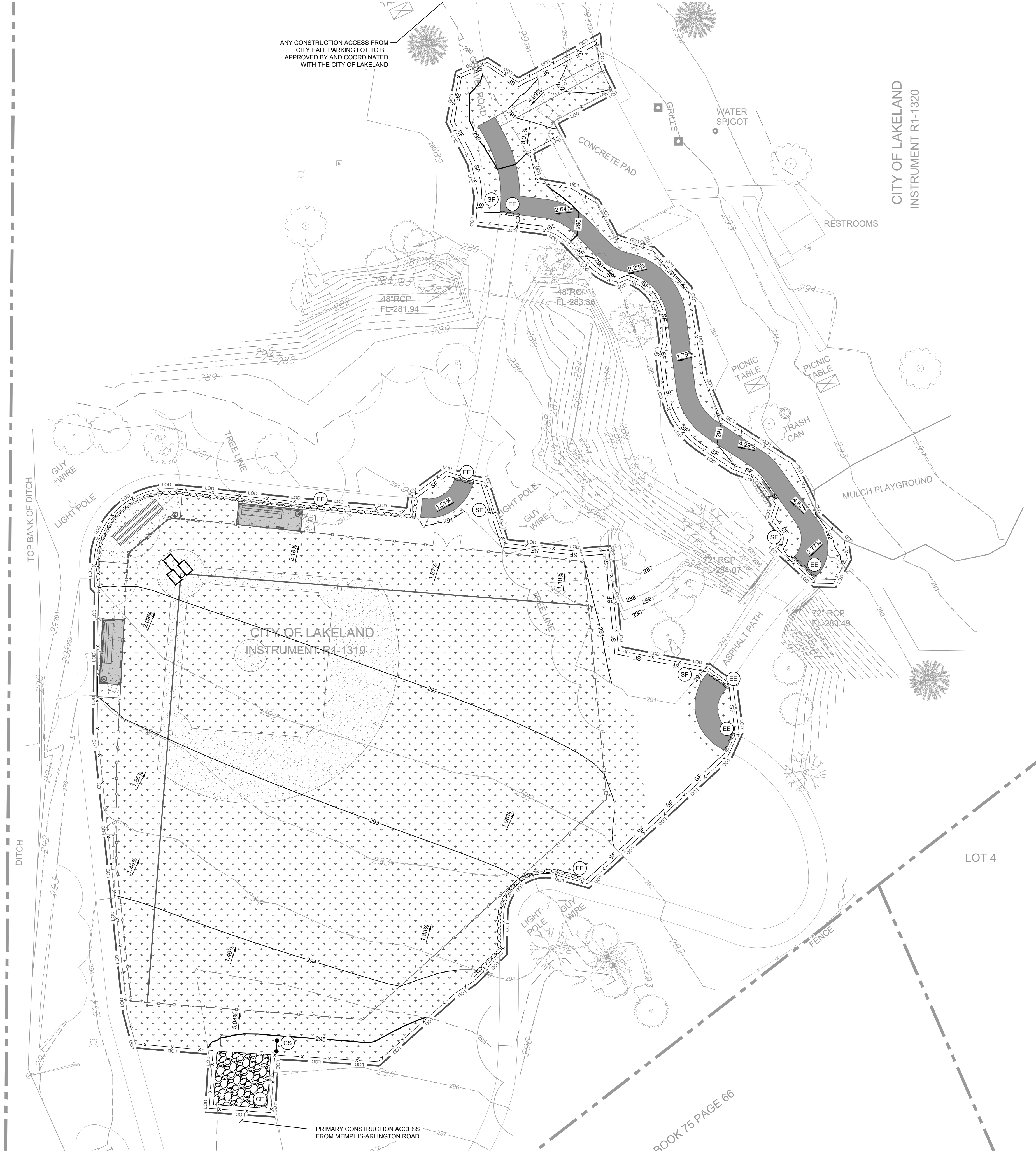
DATE

BY

SHEET NUMBER

C3-00

"HARRELL" INSTRUMENT 06133827



EROSION CONTROL LEGEND

SF

EE

CW

CE

LOD

X

CS

SILT FENCE - REFER TO EPSC DETAILS

EROSION EELS - REFER TO EPSC DETAILS

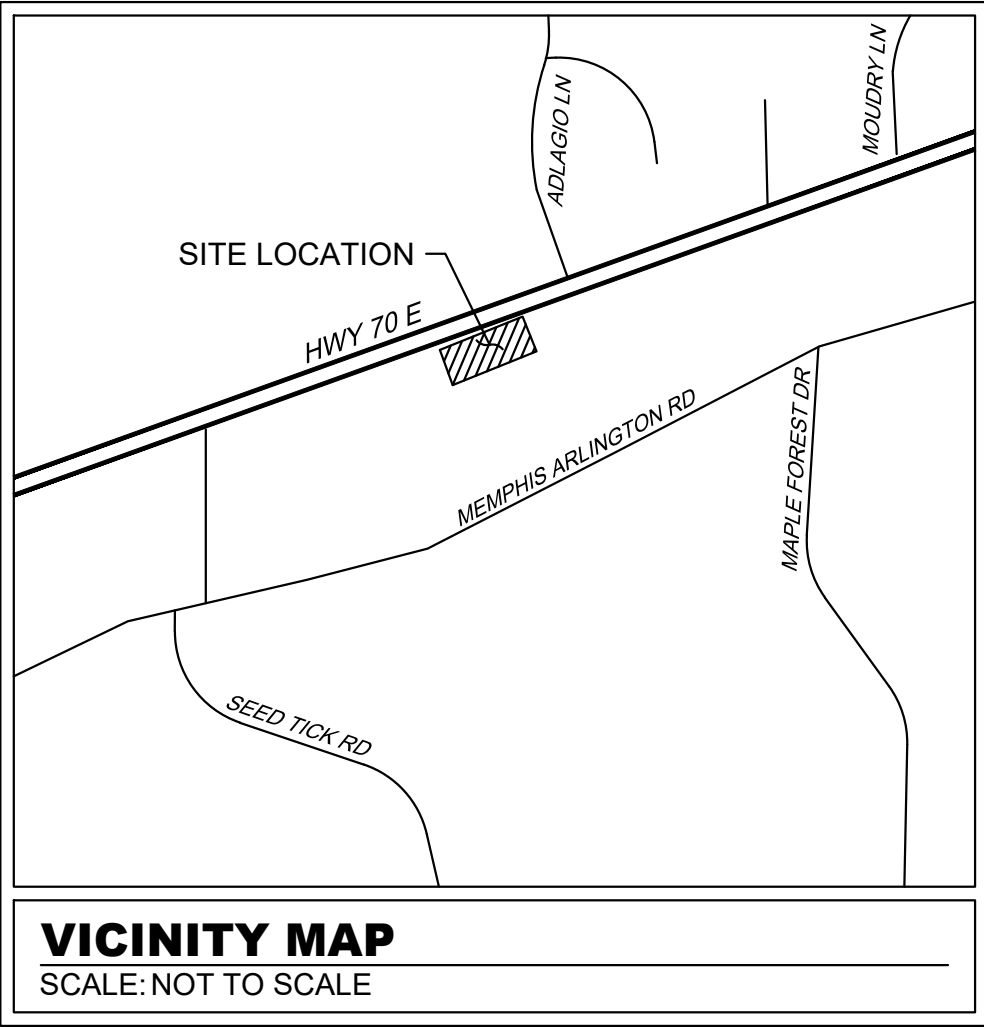
CONCRETE WASHOUT AREA - REFER TO EPSC DETAILS

CONSTRUCTION EXIT - REFER TO EPSC DETAILS

LIMITS OF DISTURBANCE (0.95± ACRES)

CONSTRUCTION SECURITY FENCE

CONSTRUCTION SIGN



- EROSION CONTROL NOTES**
1. A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKELAND CONSTRUCTION INSPECTION OFFICE.

2. ALL NEWLY CUT OR FILLED AREA, LACKING ADEQUATE VEGETATION, SHALL BE SEEDED, MULCHED, FERTILIZED, AND/OR SODED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.

3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.

4. ALL FILL SOILS SHALL BE COMPACTED TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY (ASTM D-698) WITHIN 3% OF OPTIMUM MOISTURE CONTENT IN LIFTS NOT TO EXCEED SIX INCHES OF COMPACTED THICKNESS.

5. ALL CONSTRUCTION MATERIALS AND PROCEDURES SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF LAKELAND STANDARD CONSTRUCTION SPECIFICATIONS.

6. PROPERTY LINES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION, GRADING, CLEARING, AND THE ERECTION OR REMOVAL OF FENCES ALONG PROPERTY LINES SHALL BE FULLY COORDINATED WITH ADJACENT PROPERTY OWNERS.

7. VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY THE CITY OF LAKELAND CONSTRUCTION INSPECTION OFFICE ENGINEER OF ANY VARIATIONS PRIOR TO COMMENCEMENT OF WORK.

8. ALL GRADING WORK SHALL BE PERFORMED IN SUCH A MANNER THAT ADJACENT PROPERTIES ARE NOT DAMAGED OR ADVERSELY AFFECTED.

9. LOT DRAINAGE: FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE FINISH GRADE MUST BE AT LEAST 12 INCHES BELOW THE TOP OF THE FOUNDATION WALL OR THE GRADE OF THE CONCRETE SLAB AT THE INTERIOR IN THE CASE OF AN INTEGRAL SLAB AND FOUNDATION.

10. THE CONTRACTOR SHALL PROVIDE ADEQUATE AND EFFECTIVE EROSION CONTROL AS NECESSARY TO PREVENT ANY SILTATION INTO EXISTING DRAINAGE SYSTEM AND/OR ADJACENT PROPERTIES.

11. ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND BE MAINTAINED UNTIL ALL DISTURBED AREAS ON THE SITE HAVE BEEN RESTORED.

12. ALL TEMPORARY EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITIONS BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED, AT WHICH TIME IT SHALL BE REMOVED. FOR PROPOSED PAVED SURFACE AREAS, THE CONTRACTOR MAY REMOVE NECESSARY SILT FENCE TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREAS.

13. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND ROADWAY CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITHIN 14 DAYS AFTER COMPLETION OF FINAL GRADING OR AFTER 14 DAYS OF GRADING INACTIVITY.

14. INSPECTIONS MUST BE PERFORMED BY AN EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) LEVEL I CERTIFIED PERSONNEL. ALL CONTROL MEASURES SHALL BE CHECKED, AND REPAIRED AS NECESSARY, TWICE WEEKLY AT LEAST 72 HOURS APART AND IN DRY PERIODS AND WITHIN 24 HOURS AFTER ANY RAINFALL OF 0.5 INCHES WITHIN A 24 HOUR PERIOD. DURING PROLONGED RAINFALL DAILY CHECKING AND REPAIRING IS NECESSARY. THE PERMITTEE SHALL MAINTAIN RECORDS OF CHECKS AND REPAIRS. A RAIN GAUGE MUST BE MAINTAINED AT THE CONSTRUCTION SITE.

15. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.

16. FABRIC SHOULD BE REPLACED PROMPTLY WHEN IT DECOMPOSES OR BECOMES INEFFECTIVE.

17. ANY SEDIMENT REMAINING AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER NEEDED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED WITH THE APPROPRIATE SEED MIX, AS DIRECTED BY THE ENGINEER.

18. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPING AREA HAS BEEN PERMANENTLY STABILIZED.

19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO BEGINNING ANY CONSTRUCTION OR OTHER ACTIVITY ON THE SITE.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SOIL EROSION CONTROL MEASURES AS NOTED ON THE PLANS AND AS REQUESTED BY THE OWNER DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SATISFYING THE REQUIREMENTS OF THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (TDEC) AS SET FORTH IN THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK, MOST RECENT EDITION. ALL SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONTROL SO AS TO PREVENT ANY SEDIMENT FROM WASHING OFF THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL MAINTENANCE ACTIVITIES FOR THE EROSION CONTROL ELEMENTS AS REQUIRED BY TDEC.

21. A COPY OF THIS PLAN MUST BE AVAILABLE ON SITE.

22. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY BUT MUST BE REPLACED AT THE END OF THE WORK DAY.

23. THE INTENT OF THE EROSION AND SEDIMENT CONTROL PLAN IS TO MINIMIZE THE RELEASE OF STORM WATER POLLUTANTS TO DOWNSTREAM PROPERTIES AND DRAINAGE SYSTEMS.

24. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES.

25. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.

26. AREAS WHICH ARE NOT TO BE DISTURBED WILL BE CLEARLY MARKED BY FENCING, FLAGS, SIGNS, ETC.

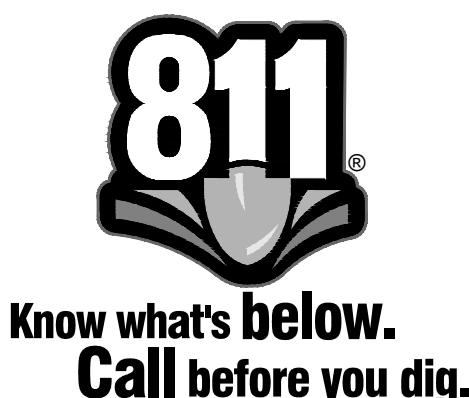
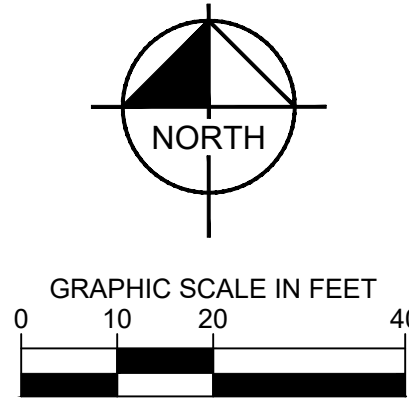
27. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.

28. ALL STORM SEWER INLETS THAT ARE TO BE USED FOR DRAINAGE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.

29. PERIODIC INSPECTIONS AND REQUIRED MAINTENANCE MUST BE PROVIDED, ESPECIALLY AFTER EACH SIGNIFICANT STORM. THE PROJECT SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES.

30. MUDDY WATER TO BE PUMPED FROM EXCAVATION AND WORK AREAS MUST BE HELD IN SETTLING BASINS OR TREATED BY FILTRATION THROUGH AN APPROVED DE-WATERING BAG SET-UP PRIOR TO ITS DISCHARGE OFF-SITE, INTO STORM DRAINS OR SURFACE WATERS. SILT FENCE FABRIC ALONE IS NOT ADEQUATE AS A FILTER. WATER MUST BE DISCHARGED THROUGH A PIPE OR LINED CHANNEL SO THAT THE DISCHARGE DOES NOT CAUSE EROSION AND SEDIMENTATION. THE DISCHARGE MUST NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITHIN THE RECEIVING STREAM.

31. AREAS WHERE CONSTRUCTION HAS CEASED, EITHER TEMPORARILY OR PERMANENTLY, MUST BE STABILIZED WITHIN 14 DAYS.



CITY PARK T-BALL FIELD

PREPARED FOR

CITY OF LAKELAND

LAKELAND

STATE

DATE

EROSION AND SEDIMENT CONTROL PLAN

BY

SHEET NUMBER

C4-00

NO.

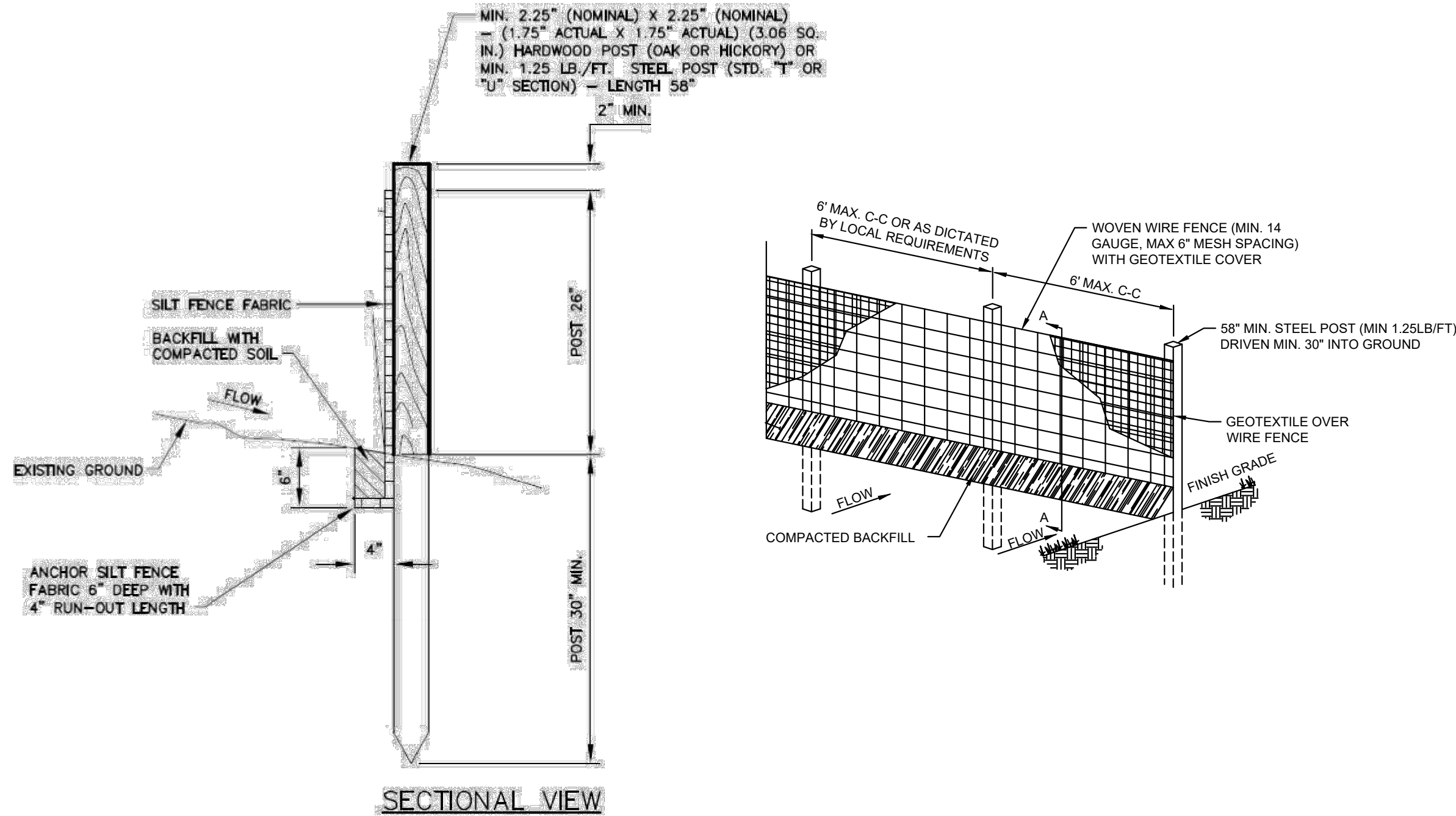
REVISIONS

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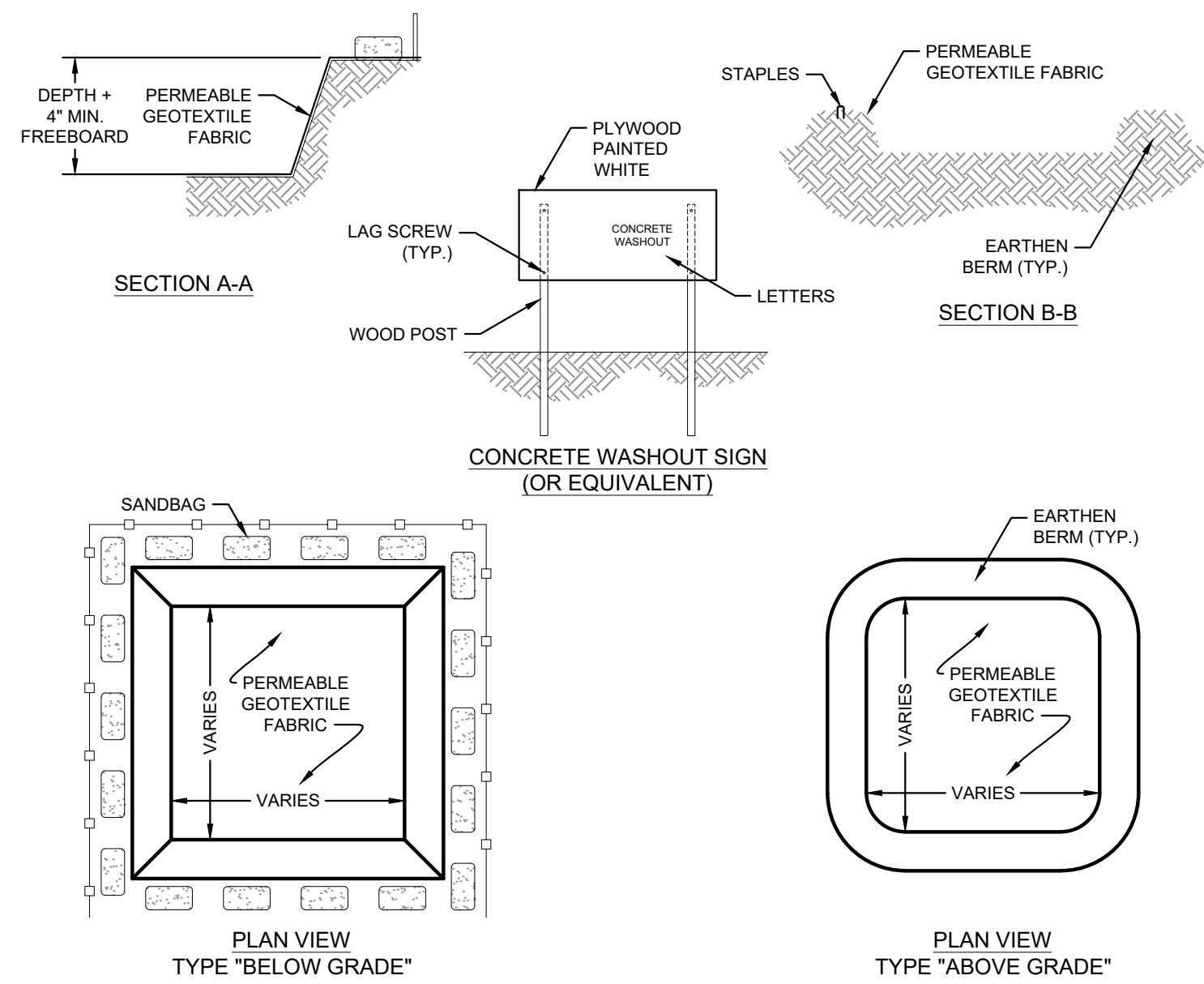
Plotted By: Bryant, Tim Sheet Set: City Park T-Ball Field Layout: C4-50 EROSION AND SEDIMENT CONTROL DETAILS October 15, 2024 10:18:35am K:\VIEW\LAP\115009016 - Lakeland City Park T-Ball Field\2-CADD\2-plant\streets\C4-50 EROSION AND SEDIMENT CONTROL PLAN AND DETAILS.dwg
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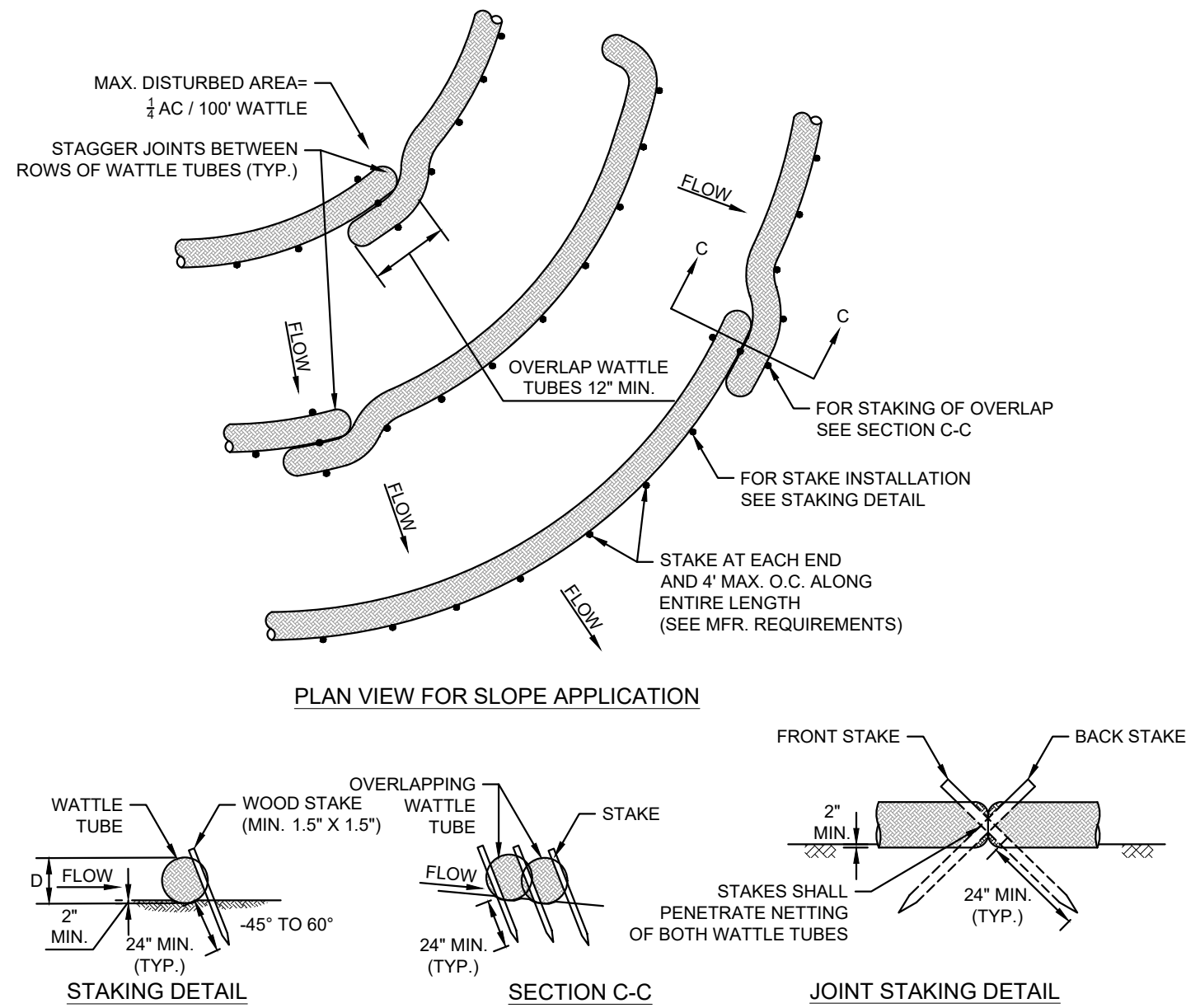
1 TDEC SILT FENCE WITH WIRE SUPPORT DETAIL
NOT TO SCALE REFER TO THE LATEST EDITION OF THE TDEC HANDBOOK

- Ensure that the height of the sediment fence does not exceed 24 inches above the ground surface. Ponding water depth should not exceed 1.5 feet. (Higher fences may impound volumes of water sufficient to cause failure of the structure.)
- Construct the filter fabric from a continuous roll cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post or roll the fabric together and fasten to one post to create a stronger joint. Where joints are necessary, plan the roll layout so as not to have joints at low points.
- Do not attach filter fabric to trees.
- When silt fence is installed adjacent to streams, wetlands and other natural resources, silt fence with backing should be used.
- Install posts no more than 6 feet apart.
- Install posts 2 feet deep on the downstream side of the silt fence, and as close as possible to the fabric, enabling posts to support the fabric from upstream water pressure.
- Securely attach the silt fence fabric to the posts on the **upstream** side of the posts. For steel posts, attach fabric to the posts using wire or plastic zip ties with a minimum 50 pound tensile strength, at least 5 to a post. Three ties should be installed in the upper 8 inches for top strength. Ties should be installed on the diagonal, as opposed to on the horizontal, to grab more strands. For hardwood posts, attach fabric with 17 gauge wire staples (3/4\"/>
- Install J-hooks for confining the water behind the fence and maximizing the trapping efficiency. See Figure 7.34-1 below.

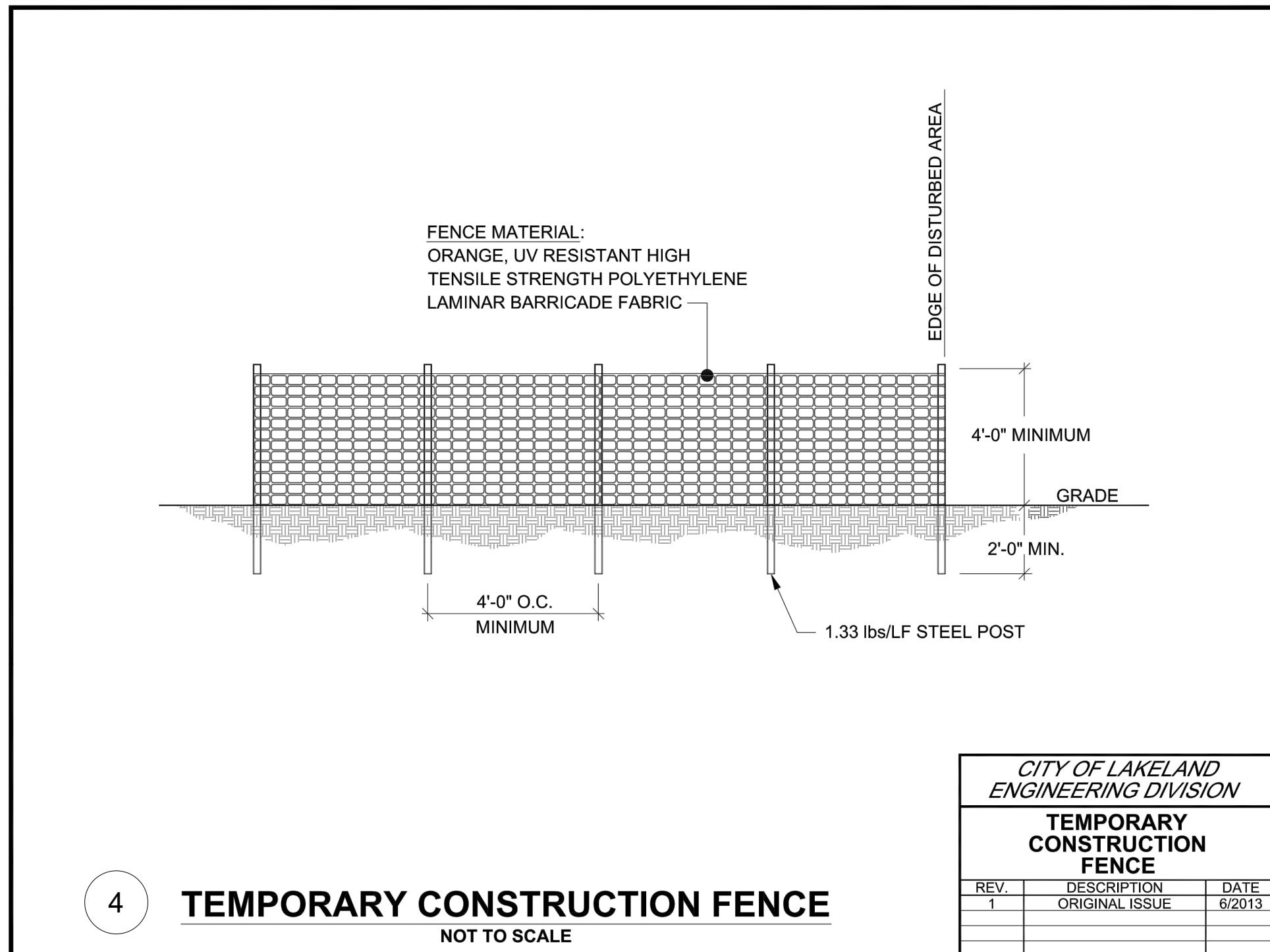
REFER TO PAGE 257 IN THE TDEC EPSC HANDBOOK FOR MAINTENANCE DETAILS.



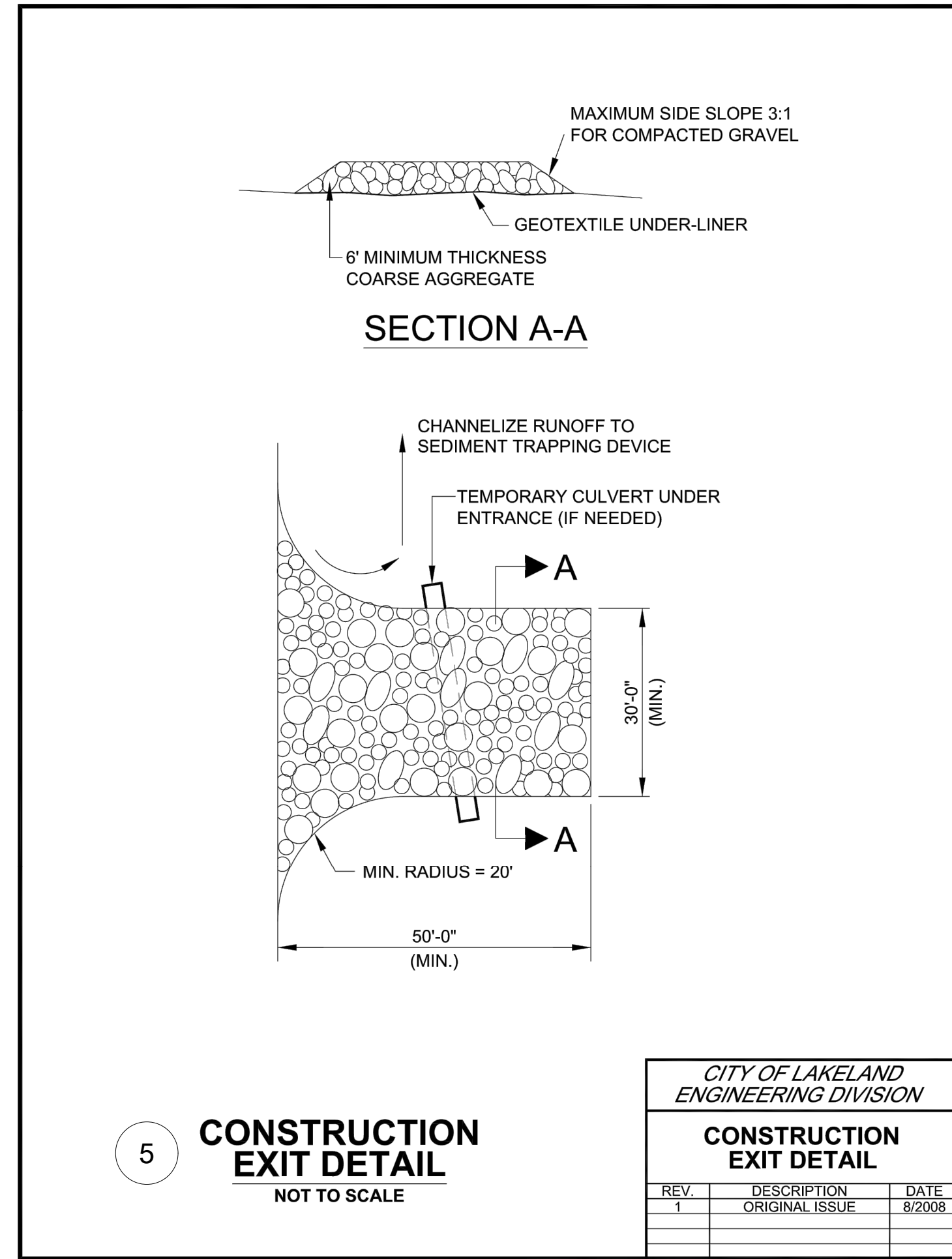
2 CONCRETE WASHOUT AREA
NOT TO SCALE



3 EROSION EELS
NOT TO SCALE



4 TEMPORARY CONSTRUCTION FENCE
NOT TO SCALE



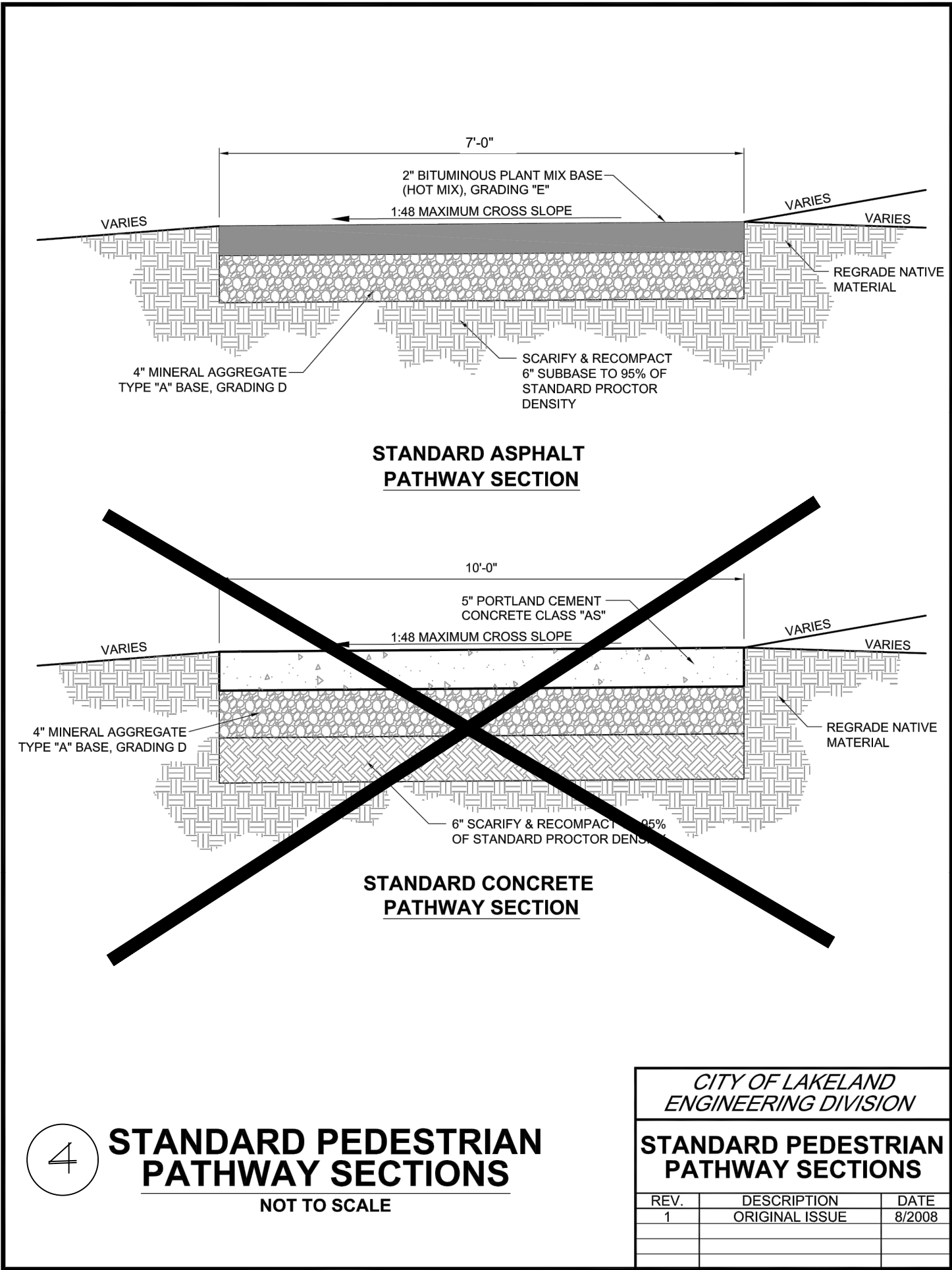
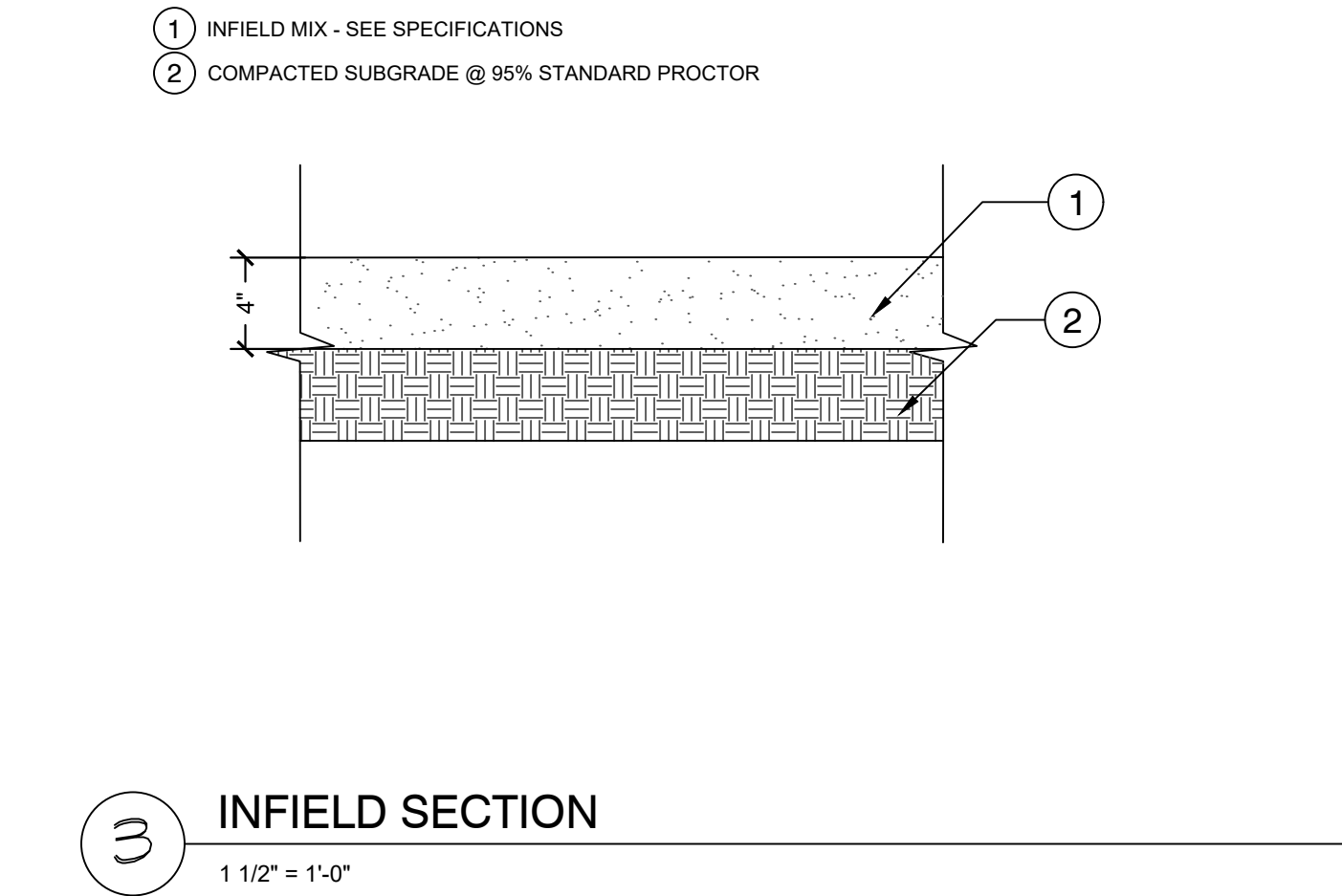
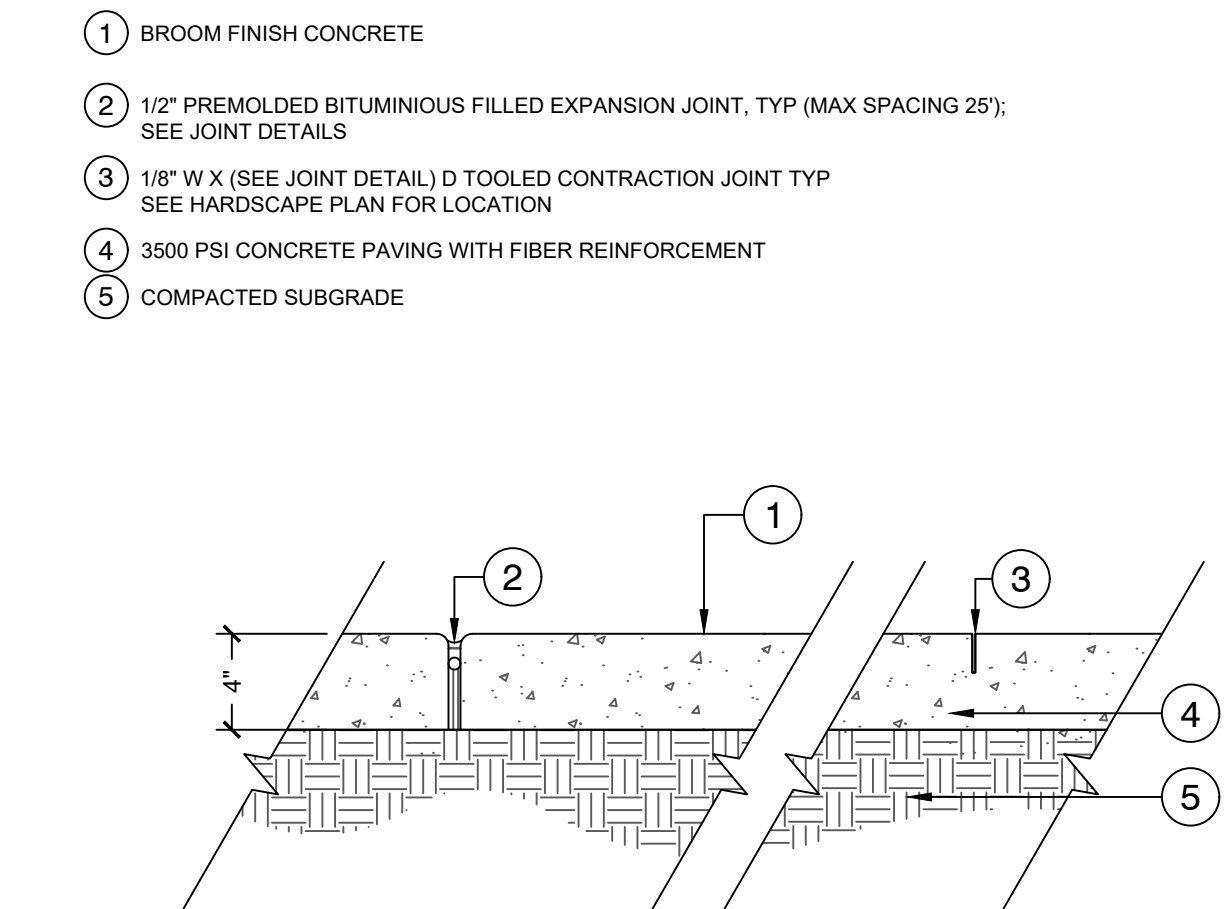
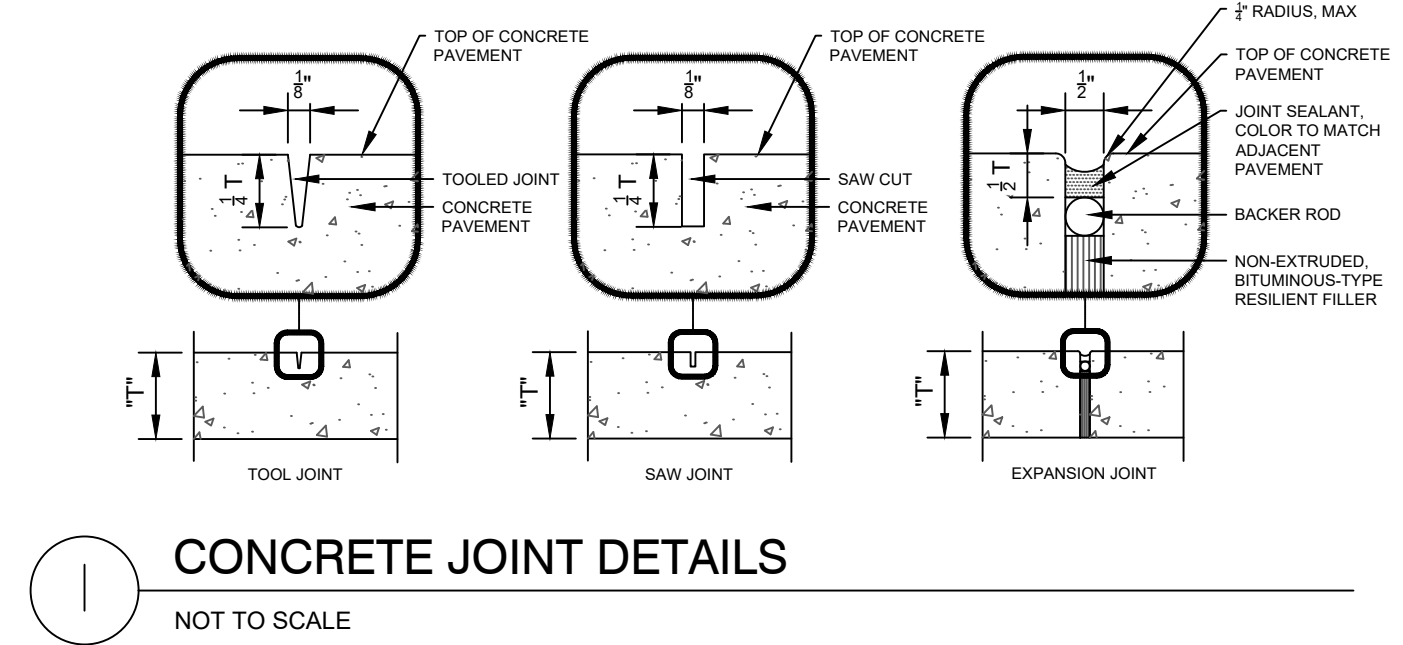
5 CONSTRUCTION EXIT DETAIL
NOT TO SCALE



CITY PARK T-BALL FIELD PREPARED FOR CITY OF LAKELAND LAKELAND	STATE	SHEET NUMBER C4-50	EROSION AND SEDIMENT CONTROL DETAILS				KHA PROJECT 115009016 DATE DATE SCALE AS SHOWN DESIGNED BY KHA DRAWN BY TBB CHECKED BY MWS		Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 6750 POPLAR AVE., SUITE 600, MEMPHIS TN 38138 PHONE: 901-374-9109 WWW.KIMLEY-HORN.COM	No.	REVISIONS	BY	DATE

Plotted By: Bryant, Tim Sheet Set: City Park T-Ball Field Layout: C5-00 CONSTRUCTION DETAILS October 15, 2024 10:18:52am K:\VIEW\LAP\115009016 - lakeland city park t-ball field\2-CADD\2-plansheets\C5-00 CONSTRUCTION DETAILS.dwg

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CITY PARK T-BALL FIELD
PREPARED FOR
CITY OF LAKELAND
LAKELAND STATE

CITY OF LAKELAND
ENGINEERING DIVISION

CONSTRUCTION
DETAILS

SHEET NUMBER
C5-00

811
Know what's below.
Call before you dig.

REVISIONS

BY
DATE

No.

DATE

Kimley»Horn

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KHA PROJECT
115009016

DATE
DATE

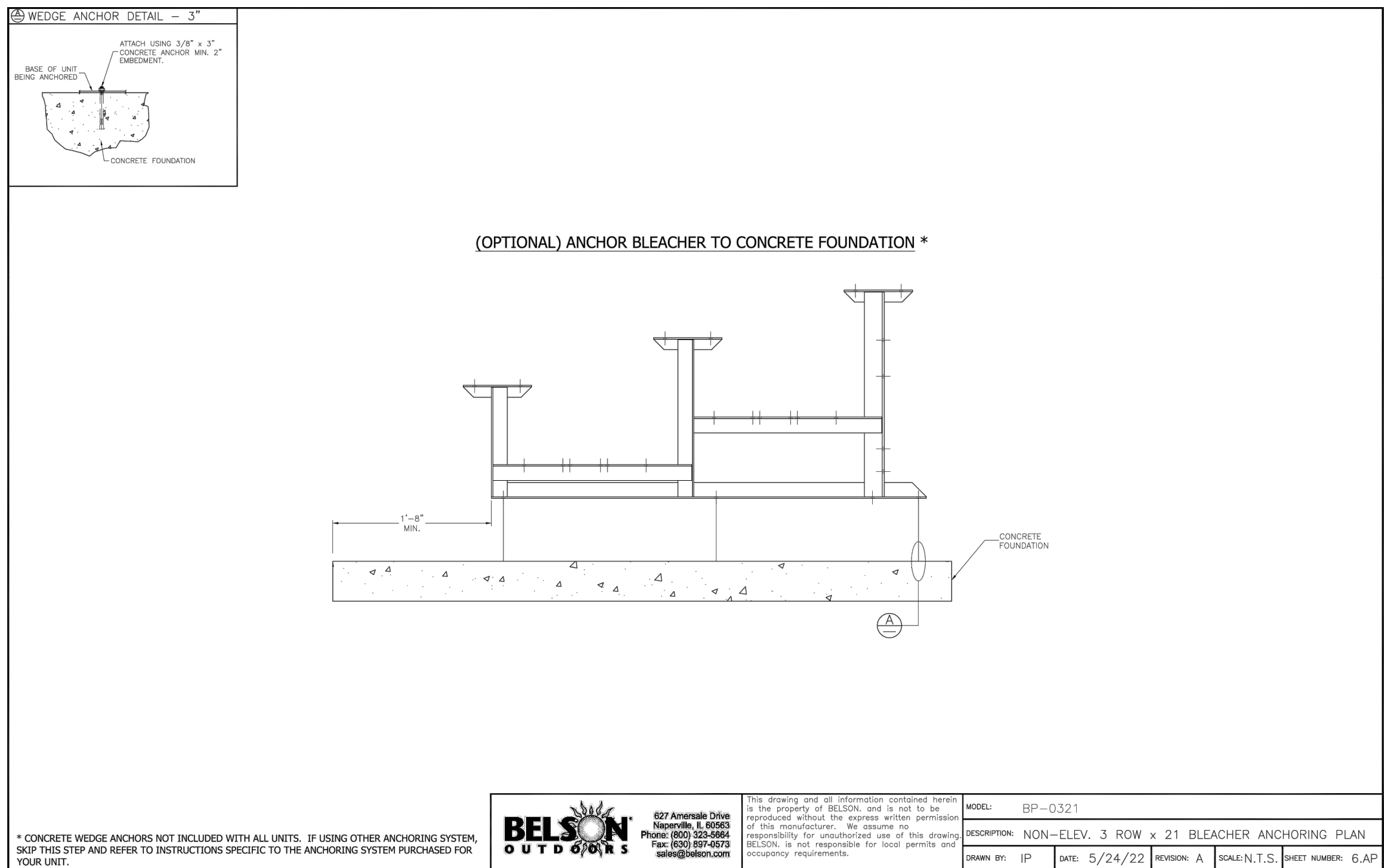
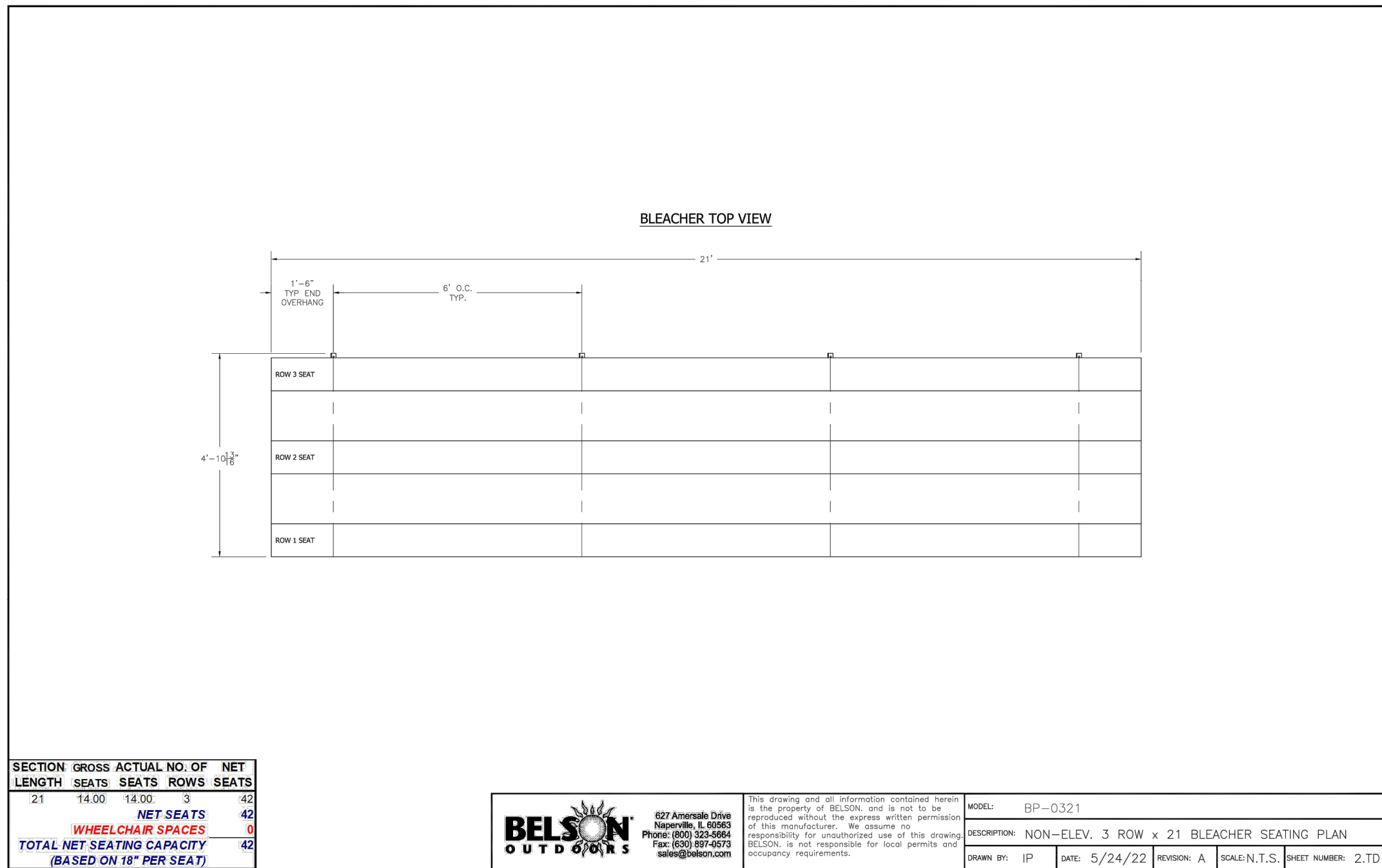
SCALE AS SHOWN

DESIGNED BY KHA

DRAWN BY STB

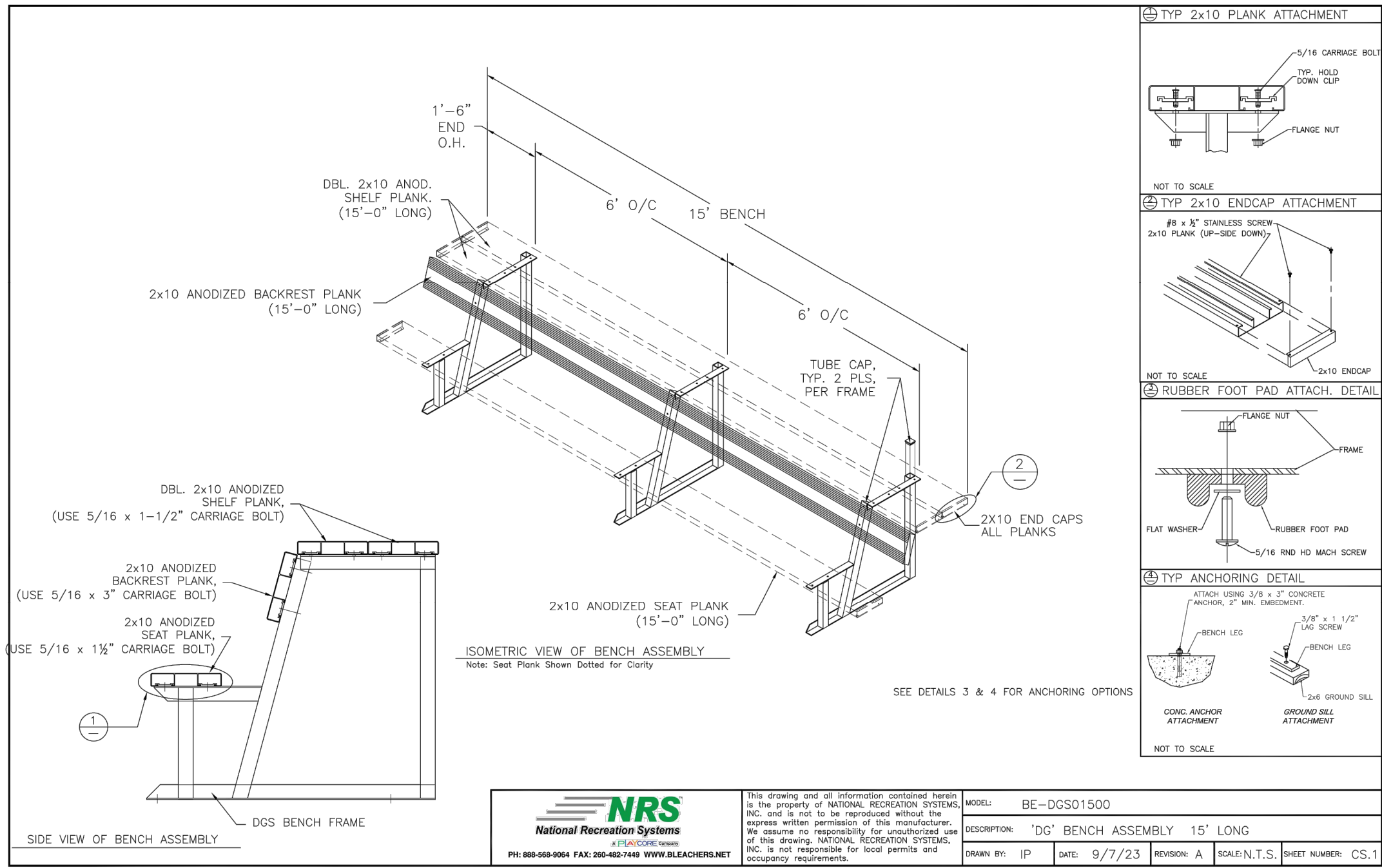
CHECKED BY MWS

PRELIMINARY
NOT FOR CONSTRUCTION



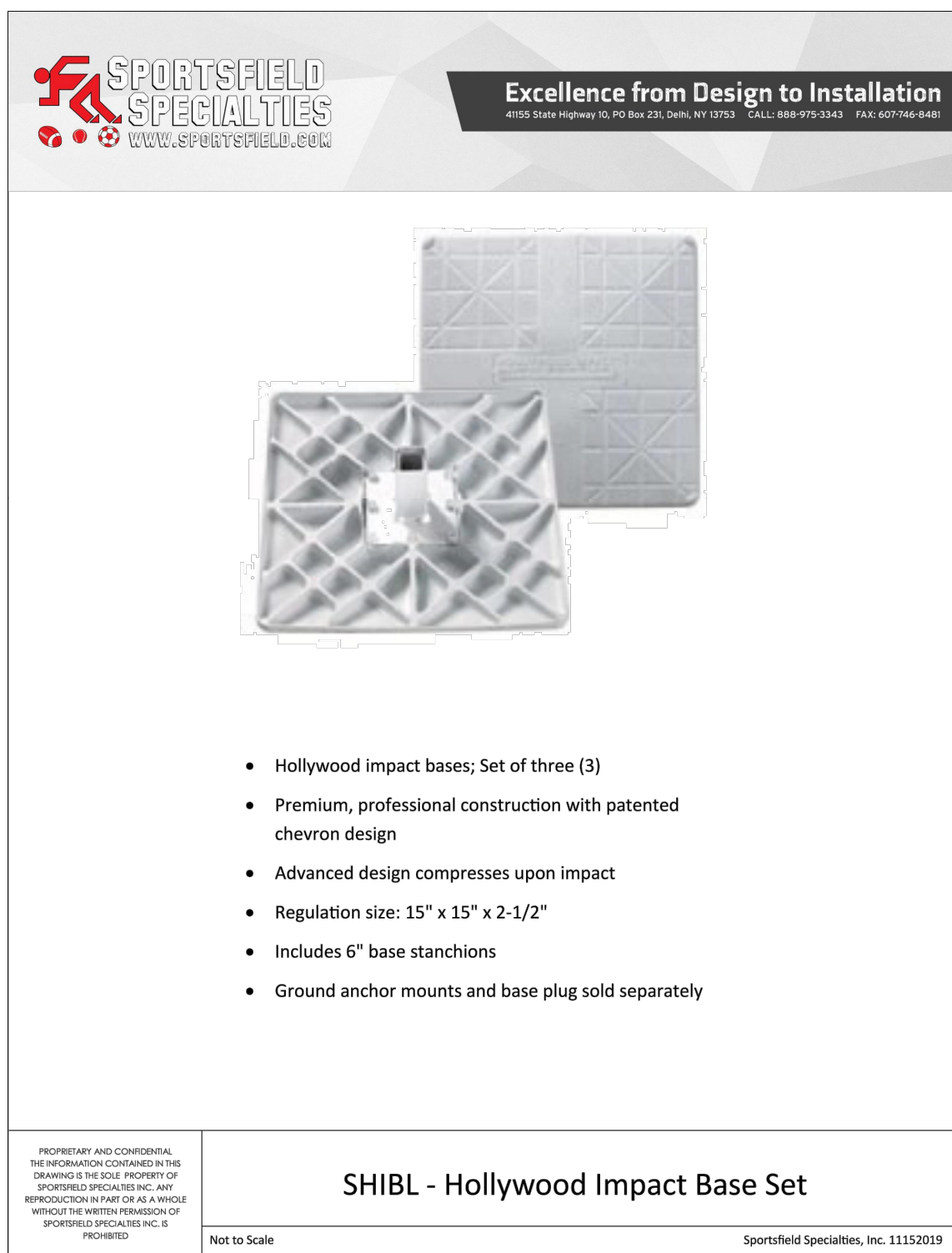
BELSON BLEACHERS

NTS



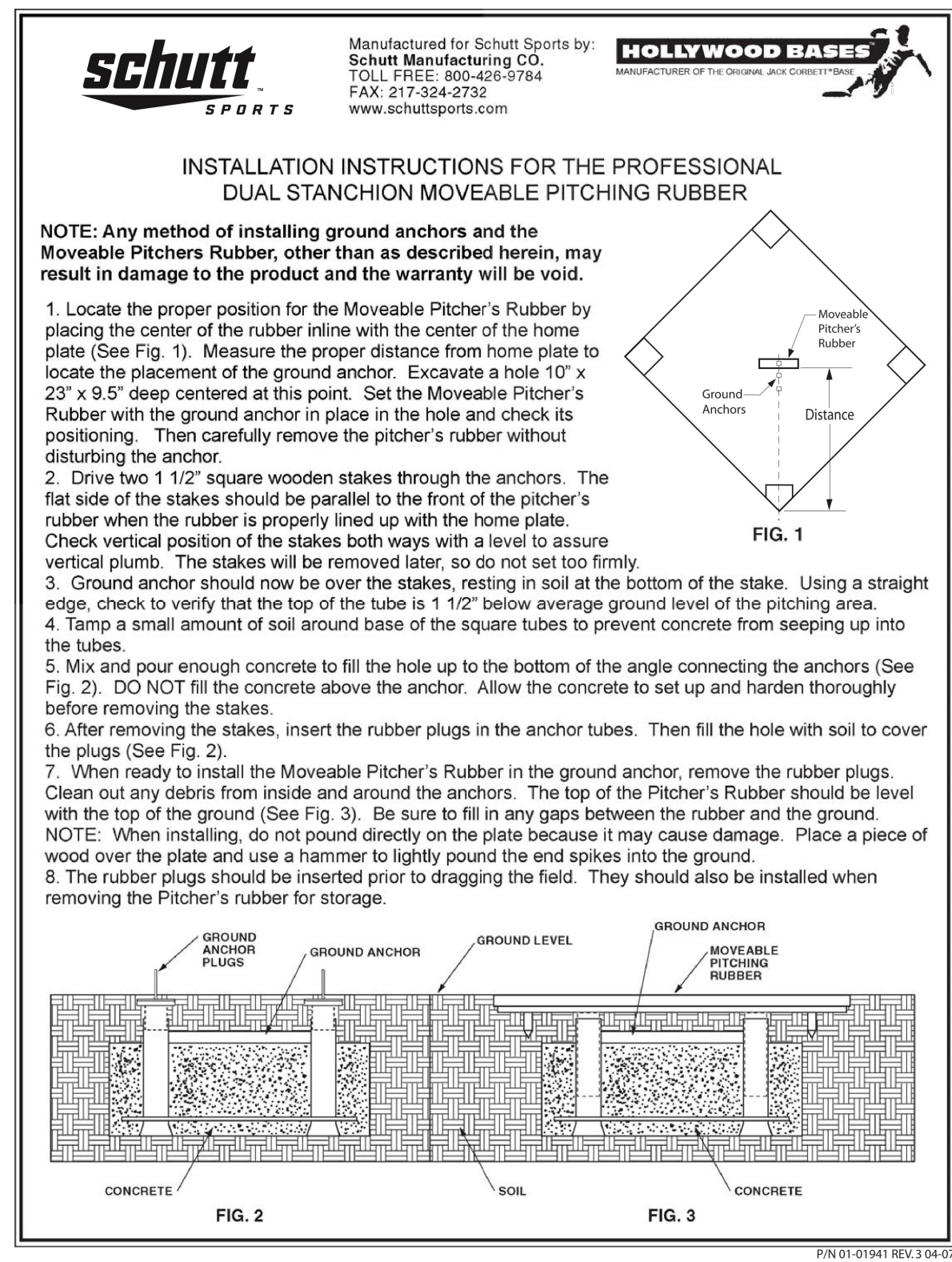
DUGOUT BENCH W BACK

NTS



HOLLYWOOD IMPACT BASE SET

NTS



PITCHING RUBBER

NTS



CITY PARK T-BALL
FIELD
PREPARED FOR
CITY OF LAKE LAND
FLORIDA

SHEET NUMBER
C5-01

CONSTRUCTION DETAILS

KHA PROJECT 115009016	DATE DATE	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY STB	CHECKED BY MWS
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Kimley»»Horn

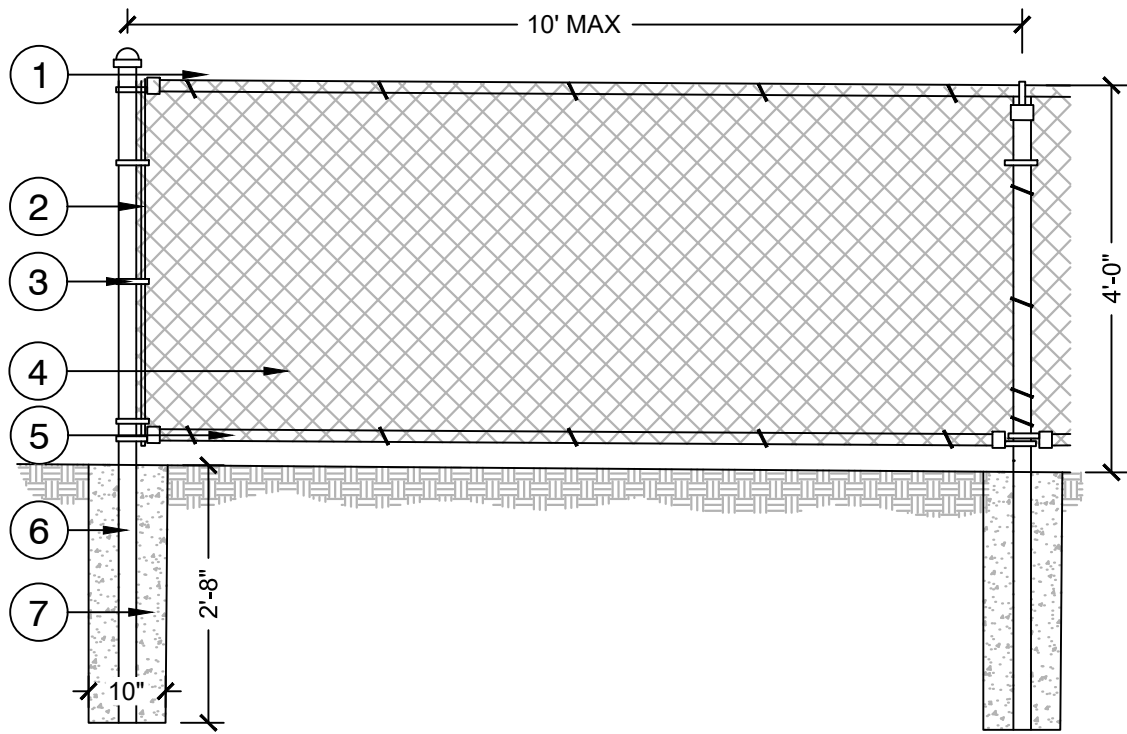
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PHONE: 901-374-9109
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No.	REVISIONS	DATE	BY
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Plotted By: Bryant, Tim Sheet Set: City Park T-Ball Field Layout: CS-02 CONSTRUCTION DETAILS October 15, 2024 10:18:59am K:\NEW\LAP\115009016 - lakeland city park t-ball field\2-CADD\2-plant\sheet\CS-02 CONSTRUCTION DETAILS.dwg
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- 1 TOP RAIL
- 2 1/4" x 3/4" TENSION BAR
- 3 TENSION BAR BAND
- 4 FABRIC 9 GA. 2" MESH
- 5 BOTTOM RAIL
- 6 END POST
- 7 CONCRETE ENCASEMENT FOOTING

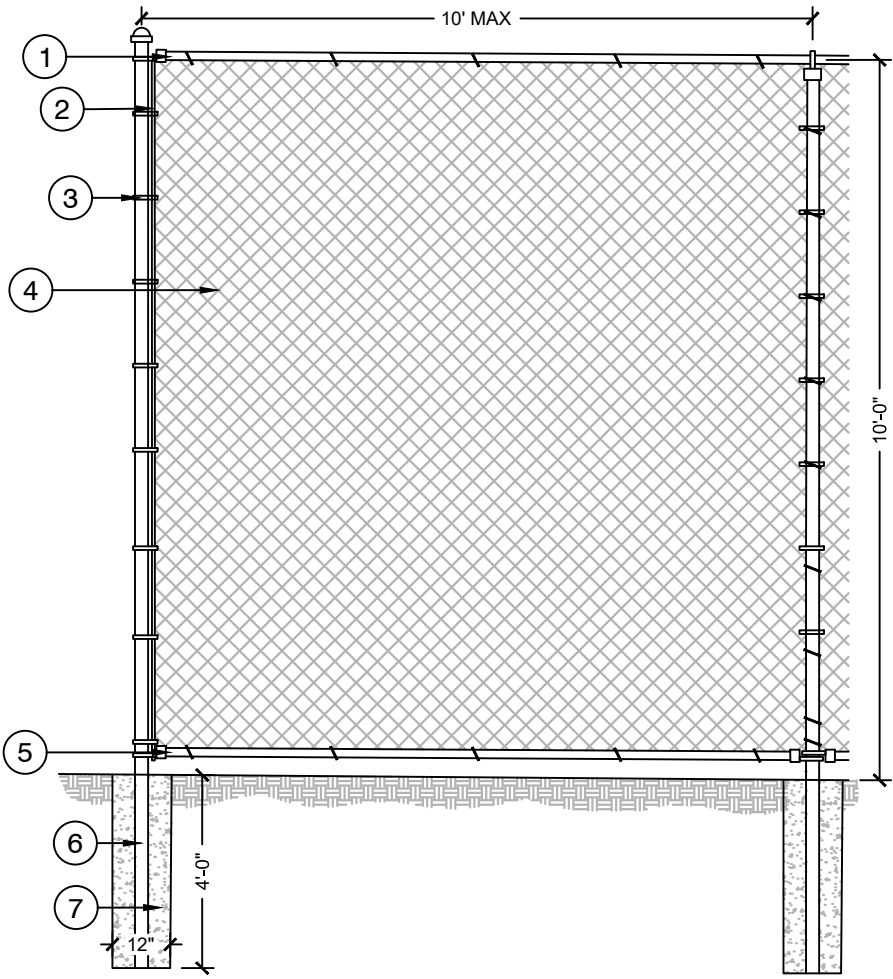
NOTES:
1. STAKE LOCATION OF FENCE PRIOR TO INSTALLATION FOR APPROVAL BY LANDSCAPE ARCHITECT.
2. FENCE AND ALL ASSOCIATED COMPONENTS TO GALVANIZED



1 4' CHAIN LINK FENCE
NTS

- 1 GATE HINGE POST
- 2 TENSION BAR
- 3 TENSION BAR BAND
- 4 FABRIC 9 GA. 2" MESH
- 5 BOTTOM RAIL
- 6 END POST
- 7 CONCRETE ENCASEMENT FOOTING

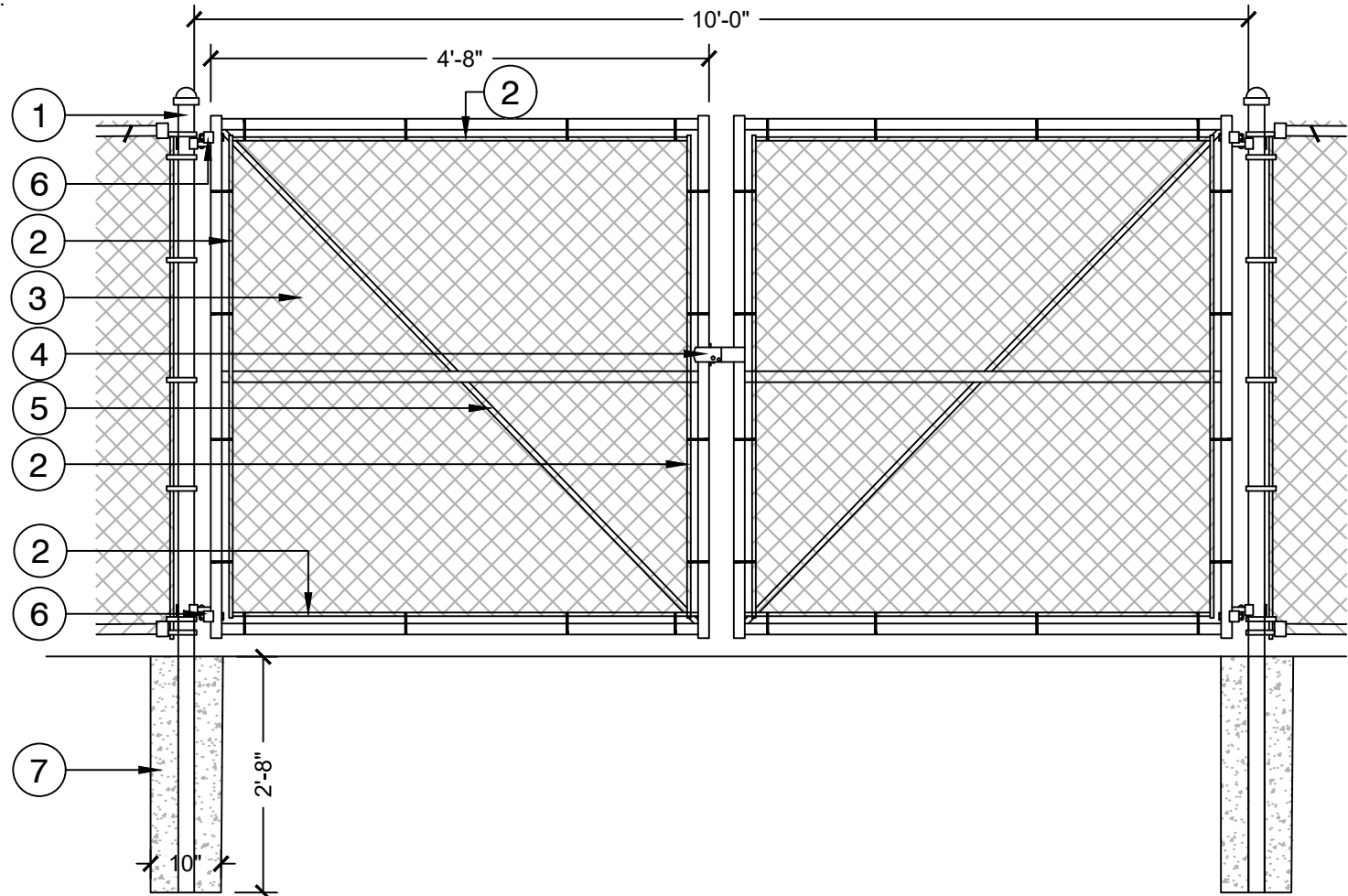
NOTES:
1. STAKE LOCATION OF FENCE PRIOR TO INSTALLATION FOR APPROVAL BY LANDSCAPE ARCHITECT.
2. FENCE AND ALL ASSOCIATED COMPONENTS TO BE GALVANIZED



2 10' CHAIN LINK FENCE
NTS

- 1 GATE HINGE POST
- 2 TENSION BAR
- 3 FABRIC 9 GA. 2" MESH
- 4 FULCRUM GATE LATCH
- 5 TRUSS ROD - 3/8" MIN.
- 6 GATE HINGE
- 7 CONCRETE ENCASEMENT FOOTING

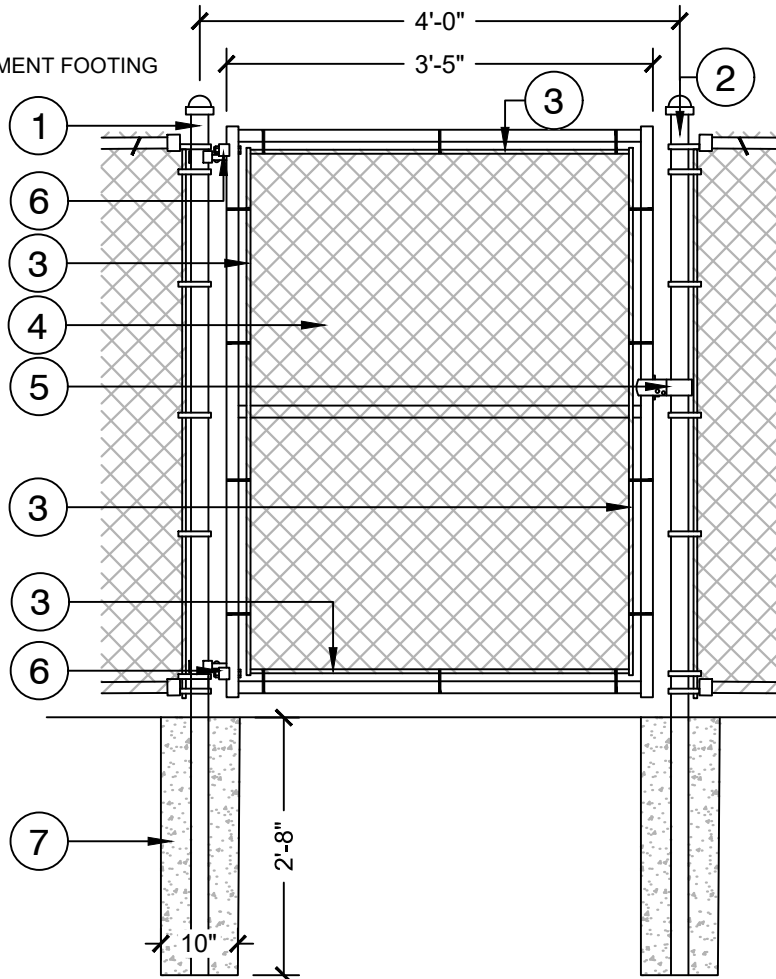
NOTES:
1. STAKE LOCATION OF FENCE PRIOR TO INSTALLATION FOR APPROVAL BY LANDSCAPE ARCHITECT.
2. FENCE AND ALL ASSOCIATED COMPONENTS TO BE GALVANIZED.



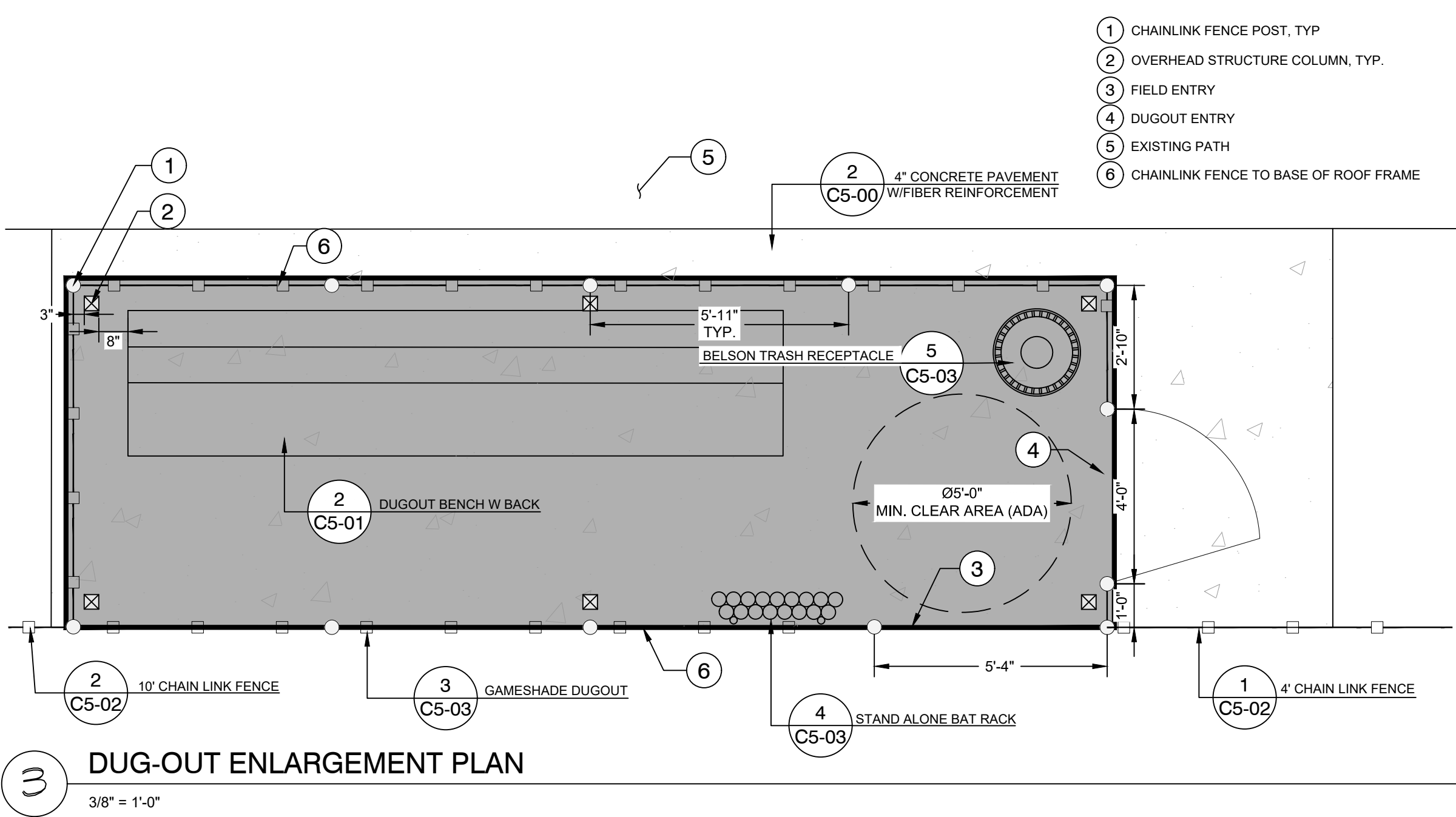
4 CHAIN LINK GATE - DOUBLE
NTS

- 1 GATE HINGE POST
- 2 LATCH POST
- 3 TENSION BAR
- 4 FABRIC 9 GA. 2" MESH
- 5 FULCRUM GATE LATCH
- 6 GATE HINGE
- 7 CONCRETE ENCASEMENT FOOTING

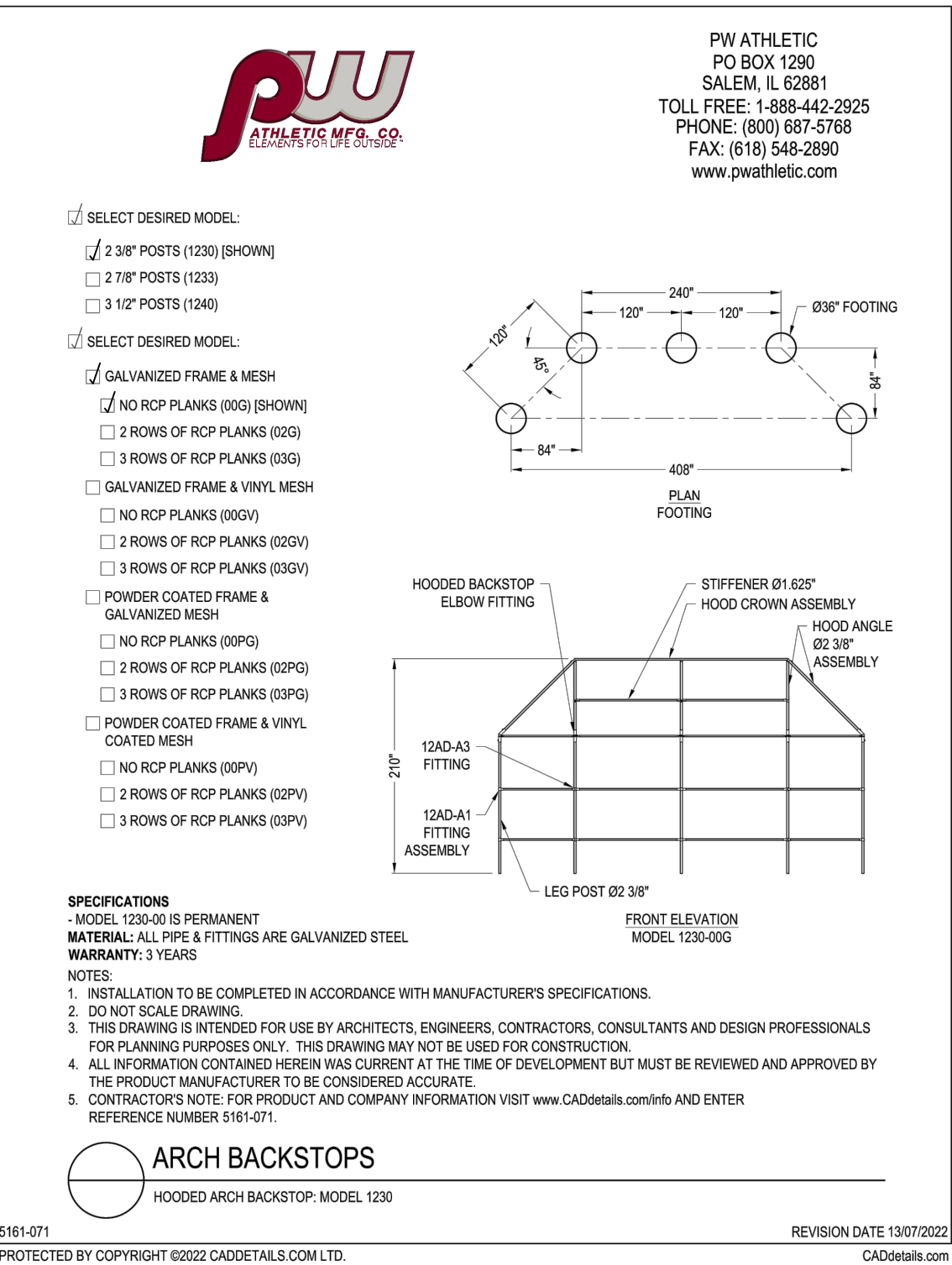
NOTES:
1. STAKE LOCATION OF FENCE PRIOR TO INSTALLATION FOR APPROVAL BY LANDSCAPE ARCHITECT.
2. FENCE AND ALL ASSOCIATED COMPONENTS TO BE GALVANIZED.



5 CHAIN LINK PEDESTRIAN GATE
NTS



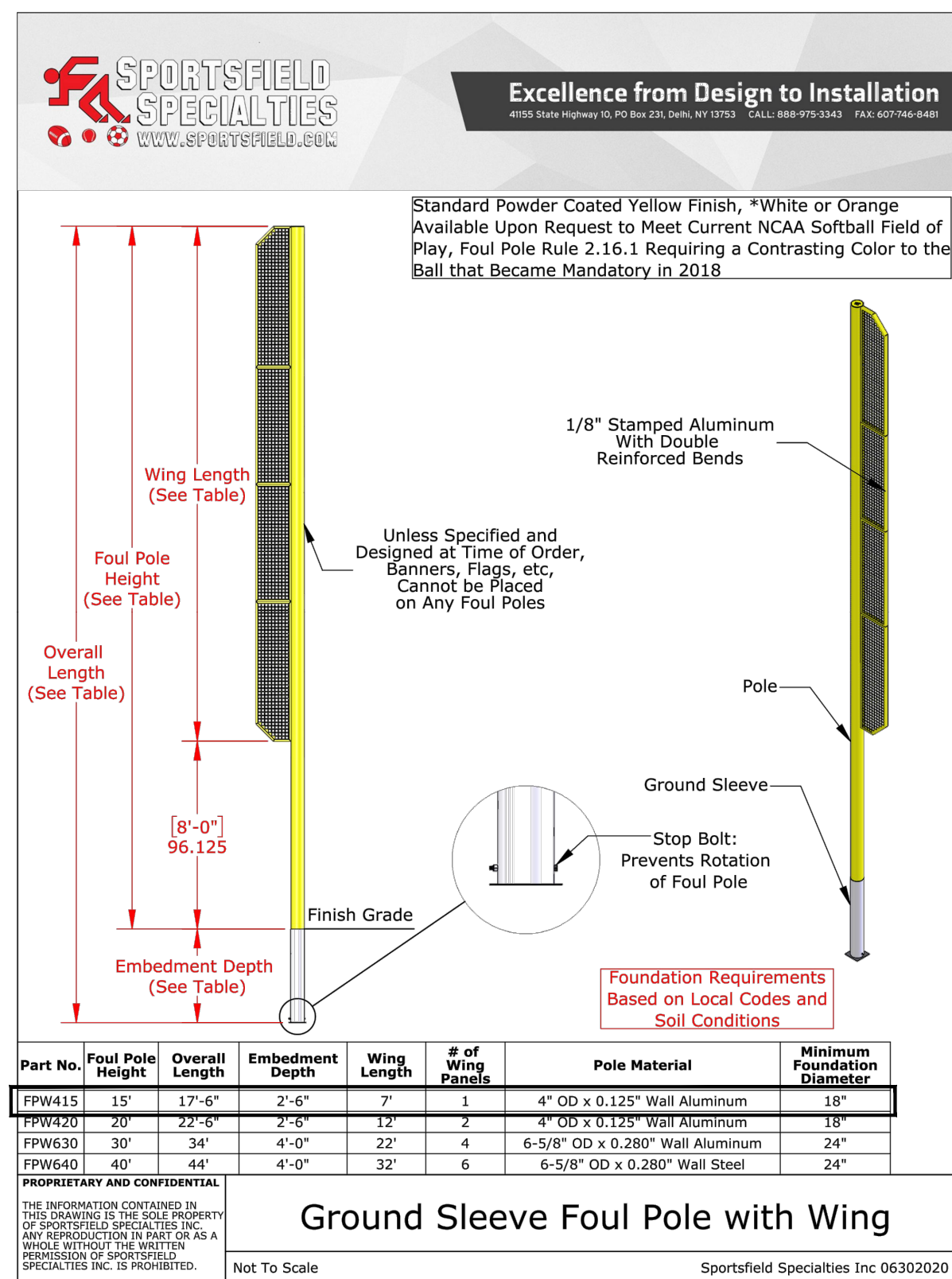
3 DUG-OUT ENLARGEMENT PLAN
3/8" = 1'-0"



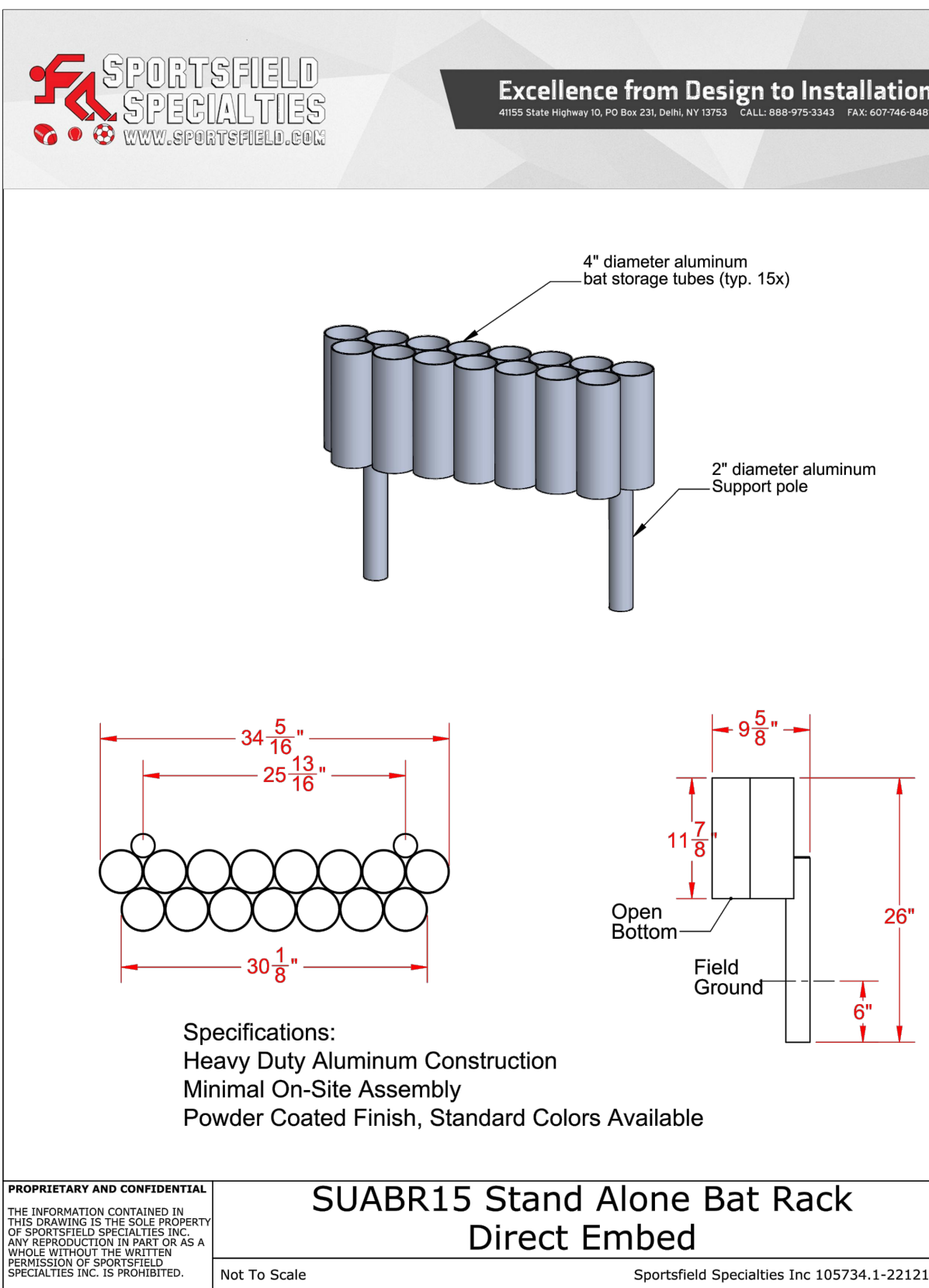
6 PW ARCH BACKSTOP
NTS



CITY PARK T-BALL FIELD PREPARED FOR CITY OF LAKELAND LAKELAND	SHEET NUMBER C5-02	STATE		BY							
		DATE		DATE							
		NO.		REVISIONS							
						Kimley»Horn					
						© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 6750 POPLAR AVE., SUITE 600, MEMPHIS TN 38138 PHONE: 901-374-9109 WWW.KIMLEY-HORN.COM					
						PRELIMINARY NOT FOR CONSTRUCTION					
		KHA PROJECT 115009016		DATE DATE		SCALE AS SHOWN					
		DESIGNED BY KHA		DRAWN BY STB		CHECKED BY MWS					
		CONSTRUCTION DETAILS									

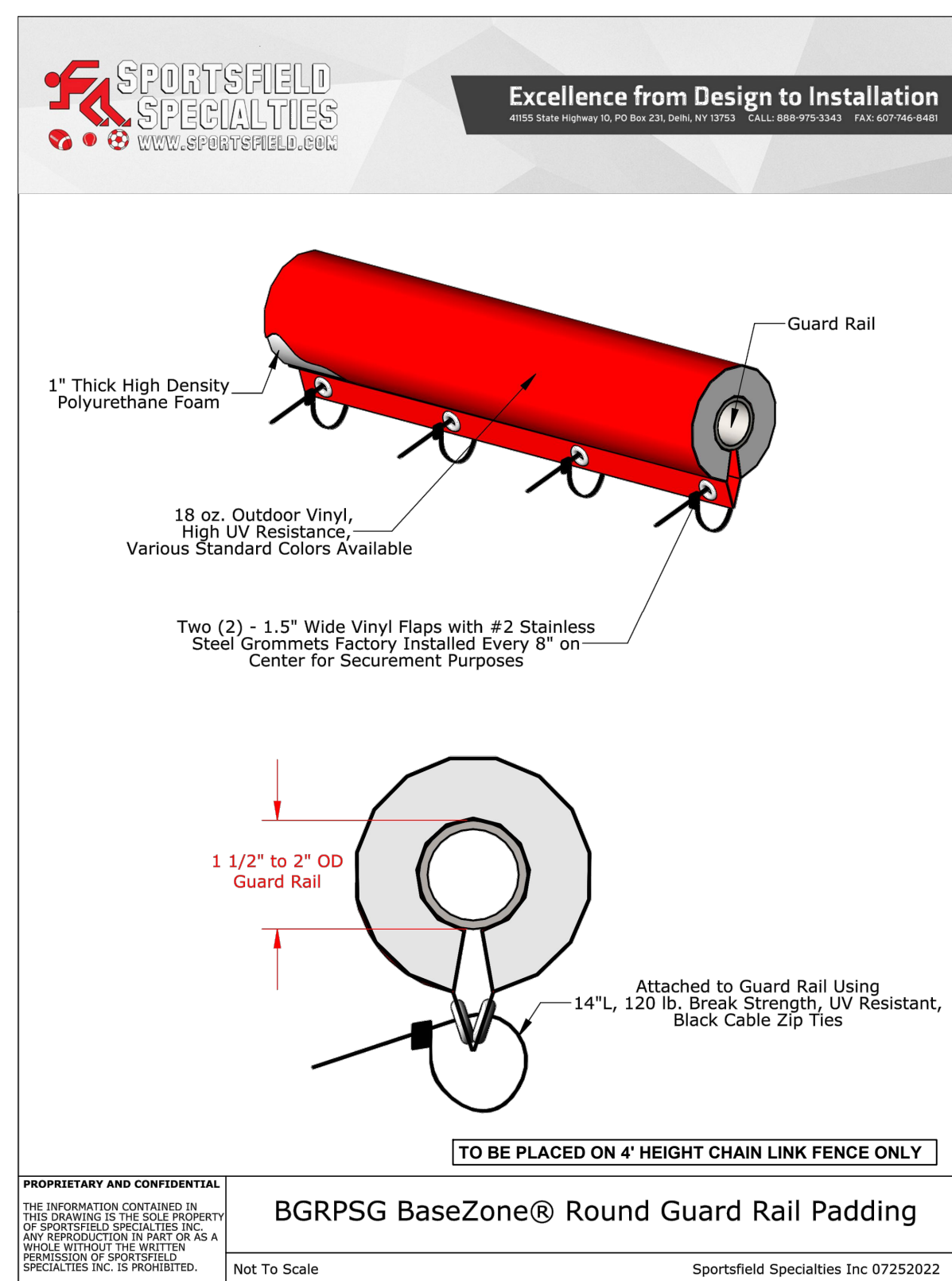


15' FOUL POLE
NTS

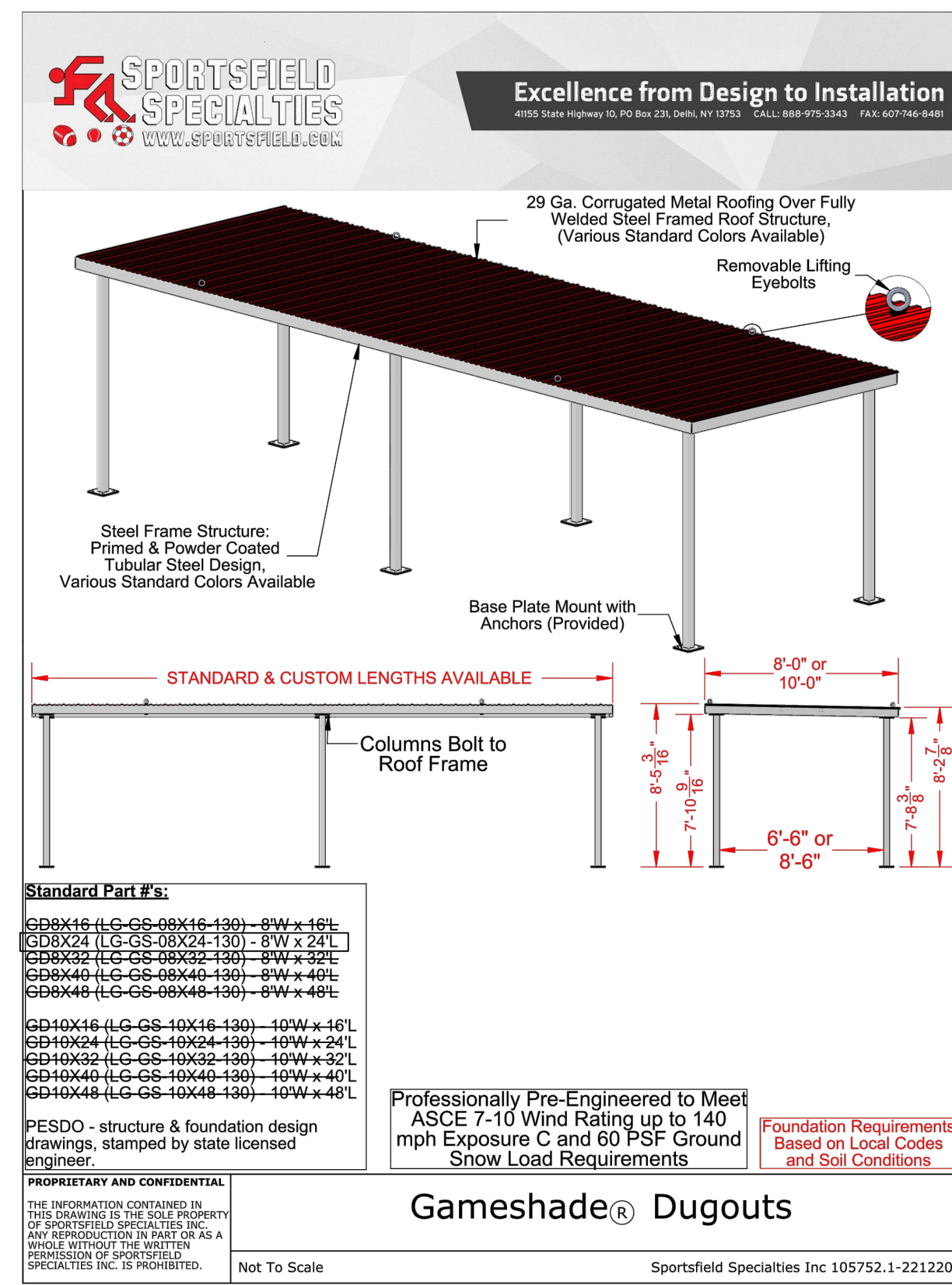


4 STAND ALONE BAT RACK

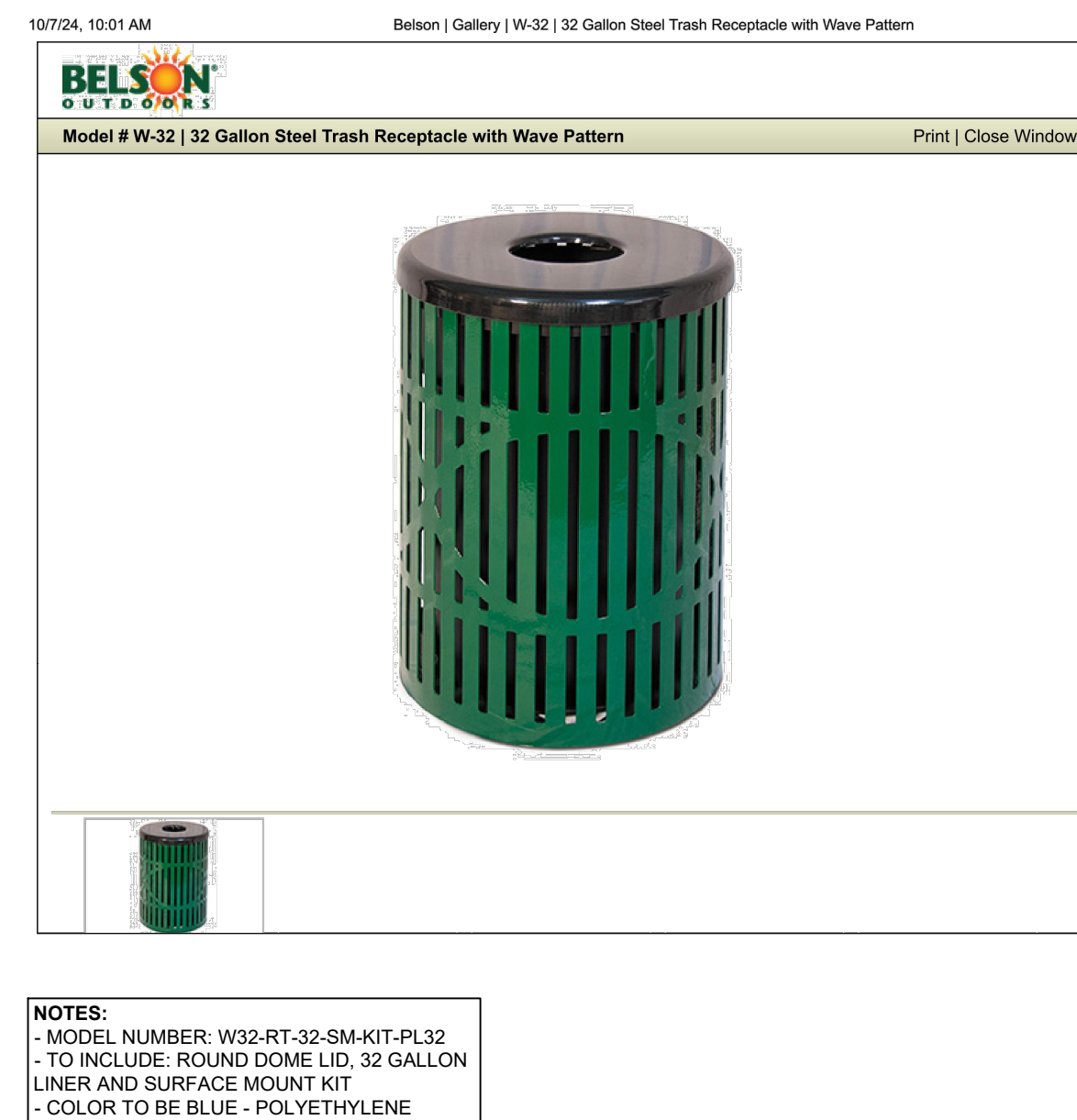
NOT TO SCALE



2 ROUND GUARD RAIL PADDING



3 GAMESHADE DUGOUT



5 BELSON TRASH RECEPTACLE





Beer Board
Regular Meeting Minutes
Thursday, October 3, 2024, 5:00 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Dial 4:59 p.m. on Thursday, October 3, 2024.

II. INVOCATION:

The invocation was offered by City Manager Michael Walker.

III. PLEDGE:

The Pledge to the Flag was led by Vice Mayor Dial.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, Parks and Recreation Director Andrew Fisher, Planning Director Paul Luker and City Recorder Cheyenne Carter.

V. PUBLIC COMMENTS:

None.

VI. REGULAR AGENDA:

1. **Resolution** - approving a Certificate of Compliance for City Center Liquor.

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

City Recorder Cheyenne Carter presented this item.

Discussion ensued.

When the question was called the resolution passed as presented,

roll call vote, 4 in favor 0 against 0 abstain (4-0-0).

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

Nay: None

Abstain: None

2. **Resolution** - approving a Certificate of Compliance for Lake District Wine and Liquor.

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

City Recorder Cheyenne Carter presented this item.

Discussion ensued.

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

VII. ANNOUNCEMENTS:
None.

VIII. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at 5:07pm on Thursday, October 3, 2024.

These minutes were approved on October 17, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners
Regular Meeting Minutes
Thursday, October 3, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Dial 5:30 p.m. on Thursday, October 3, 2024.

II. INVOCATION:

The invocation for this meeting was provided at the Beer Board meeting held at 5:00pm.

III. PLEDGE:

The Pledge to the Flag for this meeting was provided at the 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
Commissioner Wesley Wright	Present
Mayor Josh Roman	Absent

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, Planning Director Paul Luker, Parks and Recreation Director Andrew Fisher, and City Recorder Cheyenne Carter.

V. PUBLIC HEARING:

None.

VI. TREASURER'S REPORT:

None.

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

1. City Manager's Report

a. October 2024 City Manager's Report

This report was offered by City Manager Michael Walker.

2. Commissioners' Report

a. Industrial Development Board - *Mayor Roman*

This report was offered by Industrial Development Board Vice Chair Richard Gonzales.

VIII. PUBLIC COMMENTS:

None.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - September 19, 2024

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

Discussion ensued.

When the question was called the meeting minutes passed as presented, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

2. **Resolution** - approving a Lakeland Community Center Agreement between the City of Lakeland, Tennessee, and YMCA of Memphis & the Mid-South.

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

City Manager Michael Walker presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor 1 against 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

3. **Resolution** - approving an agreement with the Tennessee Department of Transportation for Scott's Creek Greenway.

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, 3 in favor 1 against 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

4. **Resolution** - approving Amendment #6 to the professional services agreement with Buchart Horn, Inc. for the Clear Creek Interceptor Phase A Project.

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, 3 in favor 1 against 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

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

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

City Manager Michael Walker presented this item.

Discussion ensued.

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

6. **Resolution** - approving the loan documents with FirstBank for the development of Lakeland Gateway. *Sponsored by Mayor Roman*

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

City Manager Michael Walker presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor 1 against 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

7. **Discussion and Possible Action** - regarding an alternate form of security for public and common improvements in Ashmont Planned Development Area 2.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

For the record: Vice Mayor Dial moved to direct City Staff to allow a performance bond on Ashmont Planned Development Area 2 seconded by Commissioner Atkinson.

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

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

Nay: None

Abstain: None

8. **Resolution** - approving Brophy-Heineke & Associates to perform environmental assessments and permitting services for the Oliver Creek Interceptor Project.

For the record: Commissioner Atkinson moved to add item number 8 to the regular agenda seconded by Commissioner Wright. No objections were heard.

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, 3 in favor 1 against 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

XII. ANNOUNCEMENTS:

1. Commissioner Wright announced information regarding the Lakeland Yard Sale.
2. Commissioner McCarter announced information regarding donations to victims of Hurricane Helene.
3. Vice Mayor Dial announced information regarding the annual Harvest Festival.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:36pm on Thursday, October 3, 2024.

These minutes were approved on October 17, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** - amending the calendar year 2024 meeting calendar.

Staff Contact: Cheyenne Carter, City Recorder

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-155-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The November meeting for the Industrial Development Board is currently scheduled for Thanksgiving Day; City Hall will be closed on that day. This calendar amendment will replace the November 21st Board of Commissioners meeting with the monthly Industrial Development Board. This amendment does not reflect replacing the second Board of Commissioners meeting with an alternate date, therefore, there would be only one (1) Board of Commissioners meeting in the month of November.

RESOLUTION R-155-2024

AMENDING THE CALENDAR YEAR 2024 MEETING CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) set the meeting calendar for calendar year 2024 with Resolution R-149-2023; and,

WHEREAS, the Board amended the 2024 meeting calendar with Resolution R-72-2024; and,

WHEREAS, the Board deems it appropriate to further revise the meeting calendar:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby amends Resolution R-72-2024 with the attached amended 2024 meeting calendar for Lakeland Boards and Commissions.

Date	Proposed action
11/21/2024	Cancel existing Board of Commissioners regular meeting
11/28/2024	Cancel existing Industrial Development Board regular meeting
11/21/2024	Replace Board of Commissioners regular meeting with Industrial Development Board regular meeting

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

2024 Meeting Calendar

Lakeland Boards & Commissions

January 2024

4th – Board of Commissioners
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

February 2024

1st – Board of Commissioners
5th – Lakeland Board of Education Work Session
8th – Municipal Planning/Design Review Commission
12th – Lakeland Board of Education Business Meeting
13th – Parks and Recreation & Natural Resources Board
15th – Board of Commissioners
22nd – Industrial Development Board

March 2024

4th – Lakeland Board of Education Business Meeting
7th – Board of Commissioners
12th – Parks and Recreation & Natural Resources Board
18th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
21st – Municipal Planning/Design Review Commission
28th – Industrial Development Board

April 2024

1st – Lakeland Board of Education Work Session
4th – Board of Commissioners
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
15th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

May 2024

2nd – Board of Commissioners
6th – Lakeland Board of Education Work Session
9th – Municipal Planning/Design Review Commission
13th – Lakeland Board of Education Business Meeting
14th – Parks and Recreation & Natural Resources Board
16th – Board of Commissioners
20th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
23rd – Industrial Development Board

2024 Meeting Calendar

Lakeland Boards & Commissions

June 2024

3rd – Lakeland Board of Education Work Session
6th – Board of Commissioners
10th – Lakeland Board of Education Business Meeting
11th – Parks and Recreation & Natural Resources Board
13th – Municipal Planning/Design Review Commission
17th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
27th – Industrial Development Board

July 2024

1st – Lakeland Board of Education Work Session
8th – Lakeland Board of Education Business Meeting
9th – Parks and Recreation & Natural Resources Board
11th – Municipal Planning/Design Review Commission
15th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
16th – Community Advisory Board
18th – Board of Commissioners
25th – Industrial Development Board

August 2024

8th – Municipal Planning/Design Review Commission
13th – Parks and Recreation & Natural Resources Board
15th – Board of Commissioners
19th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
22nd – Industrial Development Board

September 2024

5th – Board of Commissioners
10th – Parks and Recreation & Natural Resources Board
12th – Municipal Planning/Design Review Commission
16th – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
19th – Board of Commissioners
26th – Industrial Development Board

October 2024

3rd – Board of Commissioners
8th – Parks and Recreation & Natural Resources Board
10th – Municipal Planning/Design Review Commission
15th – Community Advisory Board
17th – Board of Commissioners
21st – Board of Appeals/Storm Water Board of Appeals (*if necessary*)
24th – Industrial Development Board

November 2024

7th – Board of Commissioners
12th – Parks and Recreation & Natural Resources Board

2024 Meeting Calendar

Lakeland Boards & Commissions

November 2024 (cont.)

14th – Municipal Planning/Design Review Commission

18th – Board of Appeals/Storm Water Board of Appeals *(if necessary)*

~~21st – Board of Commissioners~~

21st – Industrial Development Board

~~28th – Industrial Development Board~~

December 2024

5th – Board of Commissioners

10th – Parks and Recreation & Natural Resources Board

12th – Municipal Planning/Design Review Commission

16th – Board of Appeals/Storm Water Board of Appeals *(if necessary)*

19th – Industrial Development Board

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** - authorizing the purchase of an access control server from Central Technologies, Inc.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-158-2024

BUDGET IMPACT

Funding for this purchase will be allocated via a fund transfer and/or amendment of the Fiscal Year 2025 budget.

DISCUSSION

City of Lakeland facilities are equipped with access control systems that securely allow or limit access to those facilities. Permission to enter a facility or portions of a facility is granted through identity authentication in the form of access cards, key fobs, or pin codes. Access control systems include hardware installed at entry points, software and licensing, a server, and qualified personnel to operate and maintain the system.

The access control server at City Hall recently suffered a catastrophic failure and will require a complete replacement of the server and software. This is not a planned replacement and will therefore require a budget transfer or budget amendment.

RESOLUTION R-158-2024

AUTHORIZING THE PURCHASE OF AN ACCESS CONTROL SERVER
FROM CENTRAL TECHNOLOGIES, INC.

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase access control server hardware and licensing for the purposes of facility access control; and,

WHEREAS, the server hardware and licensing is available for purchase from Central Technologies, Inc.; and,

WHEREAS, funding for this purchase will be allocated via a fund 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 an access control server and licensing in the amount of Twelve Thousand Four Hundred Eighty-Eight dollars and Forty-Six cents (\$12,488.46).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** - approving a professional service agreement with Kimley-Horn and Associates, Inc. for the design of Seed Tick Road Roundabout project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-145-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 Annual Budget for the General Fund, which includes grant revenues for 80% of the total cost of the project.

DISCUSSION

On July 18th, 2024, the Board of Commissioners approved an agreement with the Tennessee Department of Transportation ("TDOT") for the Seed Tick Road Roundabout project. The NEPA and design are funded by a Surface Transportation Block Grant ("STBG") and Carbon Reduction Program ("CR") grant in the amount of \$240,000.00. The total cost of the NEPA and design is \$258,105.00, which includes lighting and landscaping. The consultant also included the cost for Technical Studies related to noise and bat presence/absence, which may be required. The City will apply for additional grant funds through the MPO to cover the difference in funding.

A Request for Qualifications was issued for professional engineering services on July 1st, 2024. Eight proposals were received and reviewed by the Consultant Selection Committee. Kimley-Horn and Associates, Inc. was selected based on their qualifications and experience with roundabouts and TDOT Local Programs projects.

RESOLUTION R-145-2024

APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF SEED TICK ROAD ROUNDABOUT PROJECT

- WHEREAS,** the City of Lakeland, Tennessee (the “City”) desires to hire a firm for professional services related to the Seed Tick Road Roundabout project; and,
- WHEREAS,** Kimley-Horn and Associates, Inc. submitted a proposal for professional services on the Seed Tick Roundabout Project; and,
- WHEREAS,** Kimley-Horn and Associates, Inc. was selected by the consultant selection committee based on their qualifications to perform the work; and,
- WHEREAS,** funding is appropriated in the Fiscal Year 2025 Annual Budget for the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is authorized to execute, and the City Recorder attest, a professional service agreement with Kimley-Horn and Associates, Inc in the amount of Two Hundred Fifty-Eight Thousand One Hundred Five Dollars (\$258,105.00) for the design of Seed Tick Road Roundabout.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the City of Lakeland authorize an additional Thirty-Three Thousand Five Hundred Dollars (\$33,500.00) for a contingency fund to be used to pay for technical studies related to noise and/or bat presence/absence and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of Two Hundred Ninety-One Thousand Six Hundred Five Dollars (\$291,605.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CONTRACT
BETWEEN CITY OF LAKE LAND
AND
KIMLEY-HORN AND ASSOCIATES, INC.

This agreement (the “Contract”) entered into this ____ day of _____, 2024 by and between the CITY OF LAKE LAND, hereinafter referred to as “CITY” and A2H, Inc. hereinafter to as “CONSULTANT”.

WITNESSETH

WHEREAS, the CITY desires to employ the CONSULTANT to provide the CITY with professional engineering services for the Seed Tick Roundabout Project, herein referred to as the “Project”; and

WHEREAS, the CONSULTANT was chosen by the Consultant Evaluation Panel on August 15, 2024.

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The Project will consist of the scope of work outlined in the attached document dated October 9, 2024. and labeled as “Attachment A – Scope of Services”.

2. The CONSULTANT shall provide the services as outlined above, which will be attached and incorporated herein by reference as if stated verbatim (the “Services”).

II. TERMS AND COMPENSATION

1. The CITY agrees to compensate the CONSULTANT for the provision of the Services in an amount not to exceed Two Hundred Fifty-Eight Thousand One Hundred and Five Dollars (\$258,105) (the “Fee”) during the term of this Contract. However, if additional Technical Studies related to Noise and/or Bat Presence/Absence are needed the CITY agrees to compensate the CONSULTANT in an amount not to exceed Thirty-Three Thousand Five Hundred DOLLARS (\$33,500) (the “Fee”) during the term of this Contract as outlined in “Attachment B – Compensation for Services”.

2. The CONSULTANT shall submit monthly statements for services rendered as outlined on the attached Exhibits. The statements will be based upon CONSULTANT’S estimate and the CITY’S concurrence of the proportion of the total services actually completed at the time of billing. The CITY will make monthly payments in response to the CONSULTANT’S monthly statements.

3. The CONSULTANT shall submit invoices to the CITY on a monthly basis for SERVICES performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 30 of this Contract to the attention of Mrs. Emily Harrell, P.E. City Engineer. The CITY shall pay such invoices within forty-five (45) days of its receipt and approval of said invoices. The CITY is not obligated to pay, and will withhold from payment, any amounts the CITY has dispute with the CONSULTANT solely based on CONSULTANT’S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner reasonably satisfactory to the CITY, and in accordance with the generally accepted business practices and procedures of the CONSULTANT.

2. CONSULTANT’S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the

CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT'S employees or agents, are the agents, representatives, or employees of the CITY. The CONSULTANT will be an independent Contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the CITY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the CITY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the CITY; that CONSULTANT has been retained by the CITY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered to fees for the Services performed (not wages) and that invoices submitted to the CITY by CONSULTANT for the Services performed shall be on the CONSULTANT'S letterhead.

4. TERMINATION OR ABANDONMENT

It shall be cause for the immediate termination of this Contract if, after its execution, the CITY determines that:

Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

CONSULTANT subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the CITY'S consent or approval; or

CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.

a. The CITY may terminate the Contract upon five (5) days written notice by the CITY or its authorized agent to the CONSULTANT for CONSULTANT'S material breach for the failure to provide the Services specified under this Contract.

b. This Contract may be terminated by either party "with or without cause" by giving a thirty (30) day written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to CITY such statements, accounts, reports, and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the CITY prior to payment for the Services rendered.

c. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT and the CITY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from CONSULTANT is determined. However, in no event shall CONSULTANT be liable to the CITY for any consequential damages.

5. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT'S Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

6. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The CITY shall not be responsible for the fulfillment of the CONSULTANT'S obligations to its transferors or subcontractors.

b. Upon request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

7. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the CITY or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

8. LOBBYING

The CONSULTANT certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, *U.S. Code*.

9. PUBLIC NOTICE

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONSULTANT shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the CONSULTANT shall be approved by the CITY and State of Tennessee.

10. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

11. EMPLOYMENT OF CITY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the CITY.

12. ACCESS TO RECORDS

During the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the CITY, State of Tennessee, and the Comptroller of the Treasury to enter CONSULTANT'S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for seven (7) years from the date of final project closeout for inspection by the CITY, State of Tennessee, Comptroller of the Treasury, or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished upon request.

13. ARBITRATION

Claims, disputes and other matters in question between the parties that are not resolved shall be decided in a court of law in the jurisdiction of the claim unless the CITY elects to proceed into arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

14. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

The CONSULTANT, agrees to the fullest extent permitted by law, to indemnify and hold harmless the CITY, its elected officials, officers, agents and employees, assigns and instrumentalities from damages and losses – including but not limited to Title VII and 42 USC 1983 prohibited acts arising from the negligent acts, errors or omissions of the CONSULTANT or its subcontractors, employees, or assigns in the performance of professional services under this Contract, to the extent that the CONSULTANT is responsible for such damages and losses on a comparative basis of fault and responsibility between CONSULTANT and the CITY. The CONSULTANT is not obligated to indemnify the CITY for the CITY'S own negligence. This indemnification shall survive the termination or conclusion of this Contract.

15. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take necessary steps to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but not be limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

16. NON-DISCRIMINATION

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

17. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether oral or written.

18. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

19. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

20. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other

provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

21. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

22. SUBJECT TO FUNDING

This Contract is subject to funding by the State of Tennessee Department of Transportation to the CITY. In the event sufficient funds for this Contract are not appropriated to the CITY for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

23. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be approved in advance in a purchase order issued by the CITY and shall be in accordance with the CITY'S Travel Policy then in effect. All receipts documenting such expenses shall be submitted with the invoice for payment.

24. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are the CITY'S employees, and the CITY shall not take any action or provide CONSULTANT'S personnel with any benefits and shall have no liability for the following:

- a. The CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- b. The CITY will not make state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. The CITY will not withhold state and federal income tax from payment to CONSULTANT;
- d. The CITY will not make disability insurance contributions on behalf of CONSULTANT;

e. The CITY will not obtain workers' compensation insurance on behalf of CONSULTANT or CONSULTANT'S personnel.

25. INCORPORATION OF OTHER DOCUMENTS

a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the CITY's Request for Qualifications as well as the response of CONSULTANT thereto, all of which are maintained on file within the CITY and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Qualifications or the response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESS

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Business that have been certified by the CITY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF CONSULTANT'S EMPLOYEES

The CITY may interview the personnel CONSULTANT assigns to CITY'S work. The CITY shall have the right, at any time, to request removal of any employee(s) of the CONSULTANT whom the CITY deems to be unsatisfactory for any reason. Upon such request, the CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATE OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to the CITY by the CONSULTANT, CONSULTANT understands and acknowledges that the CITY is a governmental entity subject to the laws of the State of Tennessee and that any

reports, data or other information supplied to the CITY by the CONSULTANT due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT'S respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

a. The CONSULTANT shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the CITY from claims which may arise out of or result from the CONSULTANT'S operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONSULTANT or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The CONSULTANT will maintain insurance, throughout the life of this Contract, through insurers rated A- or better by A.M. Best, with the following minimum requirements:

i. Errors and Omissions Liability Coverage with limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate for this Contract.

ii. Commercial General Liability Coverage with minimum limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate premises/ operations coverage,

\$2,000,000.00 annual aggregate products/completed operations. The City of Lakeland, its elected officials, appointees and employees will be named as additional insured.

iii. Workers Compensation Coverage, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute.

iv. Commercial Auto Liability with minimum limit of \$1,000,000.00 for all owned, hired and non-owned automobiles.

c. CONSULTANT shall provide CITY with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

CITY OF LAKELAND
10001 U.S. Highway 70
Lakeland, TN 38002

Upon termination or cancellation of insurance currently in effect under this Contract, the CONSULTANT shall purchase an extended reporting endorsement and furnish evidence of same to the CITY.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the CITY'S authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY: City of Lakeland Engineering Department
Attn: Emily Harrell, P.E. City Engineer
10001 U.S. Highway 70
Lakeland, TN 38002
(901) 867-2717

CONSULTANT: Kimley-Horn and Associates, INC.
Attn: Drake Danley, PE
6750 Poplar Avenue, Suite 600
Memphis, TN 38138
(901) 374-9109

33. OWNERSHIP OF DOCUMENTS AND OTHER PROPRIETARY INTERESTS

a. The CONSULTANT agrees that the CITY will own exclusively all right, title and interest in and to materials and information created or supplied by CONSULTANT for the performance of the Services under this Contract and for which Fees have been received by CONSULTANT (“Work Product”) whether or not the same is accepted or rejected by the CITY. The Work Product shall remain the property of the CITY and shall not be used or published by the CONSULTANT or any other party without the express prior consent of the CITY. Work Product will be deemed a “work made for hire” as that term is used in the Copyright Act. In implementing the foregoing, the CONSULTANT hereby grants and assigns to CITY all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such Work Product and shall cooperate fully with the CITY in any steps the CITY may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Contract shall constitute a complete transfer of ownership, intellectual property and copyright all documents from CONSULTANT to CITY upon completion of the Work Product. The CONSULTANT shall not construe such transfer as a grant for usage nor can the CONSULTANT revoke it.

b. All information owned, possessed or used by the CONSULTANT which is communicated to, learned, developed or otherwise acquired by the CONSULTANT in the performance of the Services for the CITY, which is not generally known to the public, shall be confidential and CONSULTANT shall not, beginning on the date of first association or communication between the CITY and the CONSULTANT and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for CONSULTANT’S own benefit or the benefit of another, any such confidential information unless required by law. Except when defined as part of the Services, CONSULTANT shall not make any press releases, public statement, or advertisement referring to the Work Product or the engagement of CONSULTANT as an independent contractor of the CITY in connection with the Work Product, or release any information relative to the Work Product for publications, advertisement or any other purpose without the prior written approval of the CITY.

c. The CONSULTANT shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the CONSULTANT. CONSULTANT acknowledges and agrees that a breach by CONSULTANT of the provisions of this section will cause CITY irreparable injury and damage. CONSULTANT, therefore, expressly agrees that the CITY shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

34. CHANGES

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

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED TO AS FORM:

CITY OF LAKELAND

Kimley-Horn and Associates, Inc.

Michael Walker, City Manager

Drake Danley, PE

ATTEST:

ATTEST:

Cheyenne Carter, City Recorder

Title:



October 9, 2024

Mr. Luis A. Camarillo Hernandez
City of Lakeland
10001 Hwy 70
Lakeland, TN 38002

Re: Letter Agreement for Professional Services for
Seed Tick Road Roundabout, Lakeland, TN

Dear Mr. Camarillo Hernandez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Lakeland ("Client" or "City") for providing professional engineering and environmental planning services related to the Seed Tick Road Roundabout project in Lakeland, TN ("Project").

Project Understanding

The City of Lakeland desires to improve the existing 4-way stop controlled intersection of Seed Tick Road and Memphis-Arlington Road to correct several deficiencies, including sight distance and capacity. Conversion of the existing intersection into a roundabout was previously studied by the City and Kimley-Horn and it was selected as the preferred alternative for intersection improvements. The project will be developed following the Tennessee Department of Transportation's (TDOT) Local Programs process.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination –coordination with the City and TDOT to provide updates, coordinate project reviews, and other activities to help keep the City and other project stakeholders generally informed of the progress of the project.
- Monthly Project Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings as defined in the tasks below. It is assumed that monthly project meetings will be held in an online format, and that only milestone review meetings will be held in person.
- Project Administration – administrative and accounting activities related to the day-to-day management of this project.

Kimley-Horn Deliverables:

1. *Meeting Minutes for project meetings (1 electronic copy each, Adobe PDF format) to City and all meeting attendees.*

Task 2 – PE-NEPA Phase Services

Task 2.1 – Data Collection and Field Surveys

Kimley-Horn will perform a field visit of the Seed Tick Road corridor to review existing site conditions. During this field visit, Kimley-Horn will collect digital photography along the corridor to assist with NEPA documentation, public involvement, and design efforts in later tasks.

Kimley-Horn will request copies of available utility mapping from utility owners known to have facilities within the project corridor, and will incorporate the information received, if any, into the project base mapping.

Kimley-Horn will perform a topographic field survey conducted to TDOT Survey standards in Open Roads Designer file format, tied to the Tennessee State Plane Coordinate System and referencing local vertical benchmarks. The survey area will be as shown in **Figure 1** below. The topographic survey will consist of the following:

- The survey shall be tied to the Tennessee State Plane Coordinate System NAD83 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
- The survey shall be tied to NAVD88 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
- This survey shall be tied to a recent project for the City of Lakeland at the intersection of Highway 70 and Seed Tick Road for intersection improvements.
- Topographic survey in accordance with the technical standards of the State of Tennessee at the time the survey is performed.
- The survey shall be made in accordance with the Tennessee Department of Transportation Survey Manual published in 2023.
- The survey limits are shown by the shaded area on the attached Exhibit A.
- Property lines shall be shown as per the record documents and found property monuments. Full boundary surveys will not be performed on the properties within the survey limits.
- Only easements shown on the record documents shall be shown on the survey.
- Above ground, visible utilities shall be shown on the survey.
- Only those underground utility marks by the utility owners based upon a Tennessee One Call locate request and utility maps obtained from local utility companies shall be shown.
- Sewer and drainage invert information within the survey area within the survey area shall be shown on the survey.
- The contour interval for this survey will be 1-foot contours, with key spot elevations noted as determined during the survey.
- Individual trees will not be shown. Groups of trees will be shown as tree lines or groups of trees.

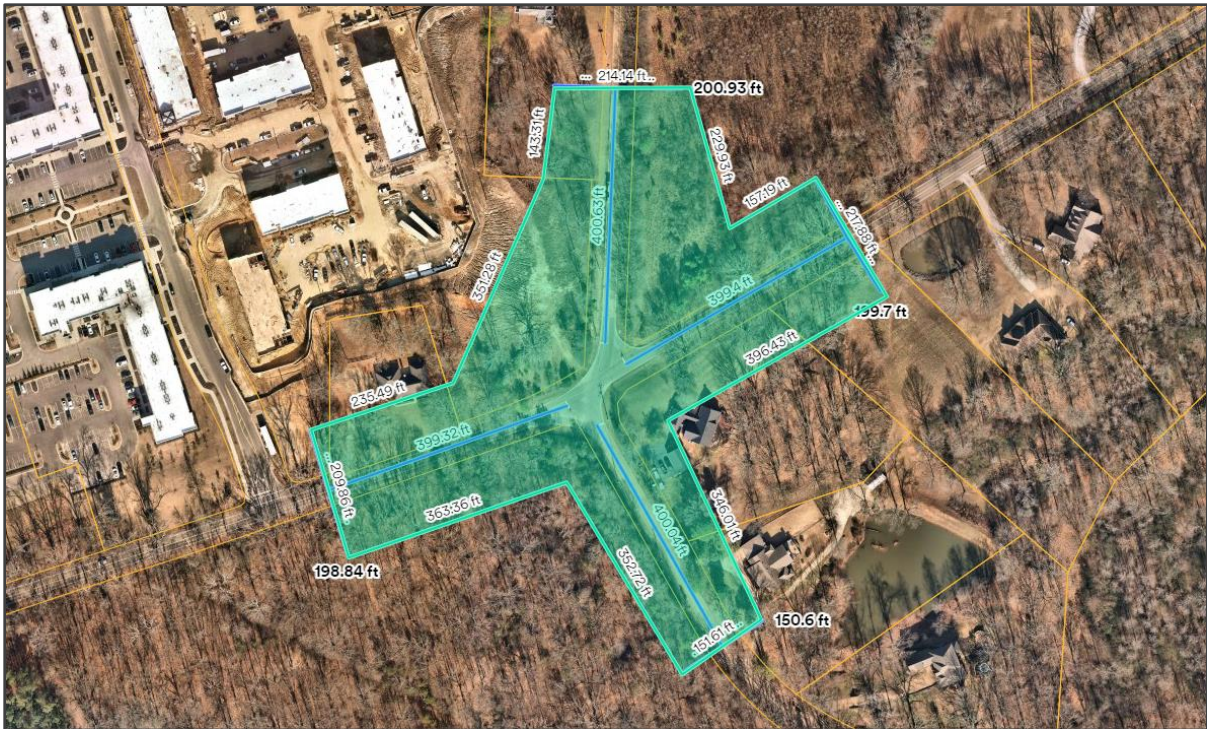


Figure 1 – Seed Tick Road Roundabout Project Area

Task 2.2 – Initial Studies Plans Development

Kimley-Horn will prepare Initial Studies Plans for the project based on current standards as shown in TDOT's *Roadway Design Guidelines*, *Roadway Design Checklists*, *Roadway Standard Drawings*, and *Standard Specifications for Road and Bridge Construction, 2021 Edition*. The Initial Studies plan set will consist of the following series of plan sheets as needed:

- Preliminary Title Sheet
- Typical Sections
- Property Maps and Acquisition Tables
- Present Layouts
- Proposed Layouts
- R.O.W. Detail Sheets
- Proposed Profiles
- Sideroad Profiles
- Drainage Maps
- Roadway Cross Sections
- Side Road Cross Sections

Kimley-Horn will provide an Initial Studies plans submittal to TDOT Local Programs for distribution to TDOT internal departments. No review meetings or plans revisions are associated with this submittal beyond the continued development of Line and Grade Plans described under Task 3.1.

Kimley-Horn Deliverables:

1. *Initial Studies Plan Submittal (1 electronic copy, Adobe PDF format) to the City and to TDOT*
2. *Initial Studies File Submittal Package (1 compressed ZIP file containing all necessary Bentley Open Roads Designer files used to create the plan sheets) to TDOT*

Kimley-Horn will perform Internal Quality Assurance reviews prior to submission of all deliverables.

Task 2.3 National Environmental Policy Act (NEPA) Documentation

Given the nature of the proposed project and the assumptions that: 1) federal funding will be utilized for the proposed project, and 2) more than one acre of right-of-way and/or easements (permanent or temporary) will be required, and no relocations will be warranted, the NEPA document is a likely candidate for classification as a C-List Categorical Exclusion (C-List CE), but would exceed the threshold for “minor amount” of acquisitions within the latest (2024) *Programmatic Agreement between the Federal Highway Administration (FHWA) and the Tennessee Department of Transportation (TDOT) Regarding the Processing of Actions Classified as Categorical Exclusions for Federal-Aid Highway Projects*. Therefore, FHWA review and approval is likely warranted. This determination can only be made, however, by TDOT in cooperation with the FHWA. If a higher level of NEPA document is required by TDOT and/or FHWA other than the preparation of a C-List CE with FHWA approval, this effort will be considered Additional Services beyond this scope of services.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on functional plans or on preliminary plans (20-30 percent complete) as defined in TDOT’s *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (June 2023).

Task 2.3.1 – NEPA Project Management and Coordination

The purpose of this task is to plan, organize, and implement the tasks associated with the delivery of the NEPA review and documentation in a timely manner. In this task, Kimley-Horn will:

- maintain direct contact and function as a liaison with the designated representative of the TDOT Environmental Division’s NEPA Programs Office, Local Programs Representatives;
- provide periodic (up to bi-weekly) updates to the Consultant Project Manager; and
- assist, as needed, in the development of invoices and progress reports.

Task 2.3.2 – Agency Coordination

All coordination with agency officials (federal, state, or local agencies) will be completed by TDOT staff. No agency coordination efforts will be conducted by the Consultant as part of this scope of services. If agency coordination is deemed necessary by TDOT, this effort will be considered Additional Services beyond this scope of services. The Consultant will prepare and send an initial studies coordination packet on TDOT’s preferred template, including associated project mapping and plans, to TDOT for TDOT’s use in coordination with the following federal and state agencies:

- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resources Agency (TWRA)
- Tennessee Department of Environment and Conservation (TDEC)

- Tennessee State Historic Preservation Office (TN-SHPO)

Task 2.3.3 – Public Involvement

It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 2.3.4 – Environmental Technical Studies

As part of the preparation of the C-List CE, the TDOT will prepare and distribute the Environmental Studies Request (ESR). The ESR responses from TDOT's Environmental Division will be summarized by the Consultant within C-List CE and attached to the C-List CE. If necessary, the technical studies will be prepared utilizing the methodology outlined in the subsections below:

Task 2.3.4.1 - Noise

Given the current scope of work and the potential for the project to halve the distance between the roadway and the closest receptor when comparing the existing condition to the future build condition, the proposed project may be classified as a Type I project under FHWA and TDOT guidelines. In the event that the project is confirmed to be a Type I project, based on coordination with TDOT, Kimley-Horn will provide an assessment of the possible noise impacts within approximately 500-feet of the proposed project termini. Specifically, a Noise Technical Report (NTR) will be prepared in accordance with the FHWA noise regulation, *Procedures for Abatement of Highway Traffic and Construction Noise*, 23 CFR 772, the Tennessee Department of Transportation's *Policy on Highway Traffic Noise Abatement* (TDOT's noise policy, July 2011), as well as Section 5.3.4 (Noise) of the *Tennessee Environmental Procedures Manual*, and will consist of the following tasks:

- *Identification of noise-sensitive land uses*: Identification of existing land uses within approximately 500 feet of the project termini that are sensitive to highway traffic noise;
- *Data Collection*: The Consultant will be responsible for all data collection, included but not limited to design data and traffic data. Contour information can be obtained from the project plans (post-survey) and from USGS. Elevations from Google Earth should not be used.
- *Determination of existing sound levels*: Measurement of existing sound levels at sensitive land uses (i.e., Method 1) to characterize the existing noise environment in the project area (up to two short-term measurement locations of 15-minute durations are anticipated);
- *Determination of design year sound levels*: Prediction of future, design year, worst-hour sound levels for the No-Build and Build Alternatives;
- *Determination of traffic noise impacts*: Determination of noise impacts based on the increase in existing sound levels, as well as design year sound levels. Locations should be identified as impacted if 1) the predicted worst hour noise level approaches or exceeds the NAC (defined by TDOT as 66 dBA for Category B land uses), or 2) the project causes a substantial increase in existing noise levels.

- *Noise abatement evaluation:* Based on the project area and surrounding noise sensitive land uses, traffic noise impacts are not anticipated for the Build Alternative in the design year. Thus, noise abatement measures will not be evaluated, in accordance with TDOT's noise policy, as it is anticipated that noise abatement measures would not be feasible and reasonable. If traffic noise impacts are predicted for the Build Alternative in the design year, evaluation of noise abatement for areas determined to be impacted by the proposed project can be completed but will be considered Additional Services.
- *Report Preparation:* The results shall be presented in a detailed report and meet the requirements of Section 5.3.4, Noise, in the *Tennessee Environmental Procedures Manual* (TDOT, June 2011). The Consultant will submit a draft Noise Technical Report to TDOT for review and comment. Following TDOT's review, the Consultant will revise the Noise Technical Report per TDOT's comments and recommendations and submit a final version for review and approval.
- *KMZ Preparation:* The Consultant will prepare a KMZ file, in accordance with TDOT's KMZ guidelines, that illustrates the receptors and potential impacts associated with the Noise Technical Report described above. The Consultant will submit the draft KMZ file to TDOT for review and comment. Following TDOT's review, the Consultant will revise the KMZ file per TDOT's comments and recommendations and submit a final KMZ file for review and approval.

Deliverables:

- Draft Noise Technical Report (1 electronic copy, 1 Word Document, 1 Adobe PDF format)
- Final Noise Technical Report (1 electronic copy, 1 Word Document, 1 Adobe PDF format)
- KMZ File
- TNM2.5 runs files

Assumptions:

- It is assumed that no public involvement activities related to noise abatement measures are anticipated. If required, these services can be provided and will be considered Additional Services.

Task 2.3.4.2 - Ecology

As warranted, based on coordination with TDOT, the Consultant's subconsultant, Tioga Environmental Consultants, Inc. (Tioga), will provide an Environmental Boundaries Report (EBR), a desktop endangered species review in accordance with TDOT standards, and/or a presence/absence survey for bat species. Tioga will perform these tasks as outlined below.

Jurisdictional Waters Determination

As part of the preparation of the EBR, if warranted, Tioga will provide a Waters of the U.S. Determination (i.e., streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation*

Manual and the 2010 *Regional Supplement: Atlantic & Gulf Coastal Plain Region*, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the project area. Tioga will perform the following tasks:

- Tioga will perform a desktop and field review of the Project area in order to locate potentially jurisdictional waters (wetlands, streams or conveyances) of the US / State.
- The proposed alignments will be assessed including up to 50 feet of width beyond the right-of-way.
- Onsite channels will be assessed using the State of Tennessee's hydrologic determination criteria to establish whether each channel is considered a stream or wet weather conveyance. Potential wetland areas will be evaluated using the U.S. Army Corps of Engineers (USACE) criteria, specific to the Corps' Atlantic and Gulf Coast regional supplement.
- Approximate locations of any identified jurisdictional features will be field mapped using GAAS-enabled Global Positioning System (GPS) handheld units with approximate 1-meter accuracy.
- The Client will be supplied with the Environmental Boundaries Survey Report, including features identified, their classification, field data forms, and mapping. Endangered Species Review

Once Tioga completes the EBR and the Endangered Species Review, the Consultant will submit the draft reports to TDOT for review and comment. TDOT will submit these reports to relevant regulatory agencies for review, as warranted. Upon receipt of an ESR and copies of any agency coordination correspondence from TDOT, the Consultant will incorporate the results directly into the NEPA document.

Task 2.3.4.3 - Threatened and Endangered Species Review

If warranted, based on coordination with TDOT, Tioga will conduct a desktop and field review of the project area to assess the site for the potential presence of listed threatened and / or endangered species or critical habitat. For this effort, Tioga will consult with the USFWS, Tennessee Natural Heritage Program and Tennessee Wildlife Resources Agency to obtain species lists and to provide input on any effects determination. Tioga will draft and provide letter report detailing any findings and providing a recommended effects determination for the project.

Additionally, if warranted, based on coordination with TDOT, Tioga will provide an appropriate presence/absence survey for bat species, such as acoustic monitoring, mist netting, etc. Tioga will complete this effort in coordination with the USFWS and according to USFWS current guidance. Tioga will draft and provide letter report detailing any findings and providing a recommended effects determination for the project.

Task 2.3.4.4 - Floodplains

The Consultant will identify floodplains and floodways in the project area only through the review of National Flood Insurance Rate Maps (FIRMs). The Consultant will compile all FIRMs specific to the project area and will provide the relevant floodplains and floodways information as part of the NEPA document.

Task 2.3.4.5 - Recreational Resources

It is not anticipated that the proposed project will require any right-of-way or easements from a Section 4(f) recreational resource or from a resource funded by Land and Water Conservation Funds (Section 6(f)). Two potential recreational resources are within the general vicinity of the proposed project (a t-ball field at City Hall Park, located approximately 1,000 linear feet to the east of the project location, and a planned sports complex east of the intersection of Canada Road and Memphis Arlington Road, located approximately 1,000 linear feet west of the project area); however, the project will not require acquisition of right-of-way or easements from either resource nor will the project impede access to either resource. The Consultant will complete a review of the proposed improvements near the above identified potential Section 4(f) resources to confirm whether any coordination related to Section 4(f) is required.

If any Section 4(f) documentation or coordination (e.g., exception, evaluation, or de minimis determination) or any Section 6(f) documentation or coordination is deemed necessary by TDOT or another agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 2.3.4.6 - Cultural Resources

Section 106 – Historic Preservation

TN-SHPO online survey data indicates that the area of potential effects contains no previously surveyed resources but does contain two dwellings over 50 years of age. The Consultant's subconsultant, Richard Grubb & Associates (RGA), will prepare a Section 106 Historic Architecture Resources Survey to document and evaluate potential project effects to all National Register of Historic Places (NRHP)-listed and NRHP-eligible historic architecture resources in the area of potential effect (APE) per the criteria of adverse effects set forth in Section 106 regulations. Additionally, measures to avoid, minimize, or mitigate unavoidable adverse effects will be evaluated.

Once RGA completes the Section 106 Historic Architecture Resources Survey, the Consultant will submit the draft report to TDOT for review and comment. TDOT will submit this report to the Tennessee State Historic Preservation Office (TN-SHPO) for review. Upon receipt of an ESR and copies of any agency coordination correspondence, Consultant will incorporate the results directly into the NEPA document.

Assumptions:

- If additional coordination the TN-SHPO is required or if additional historic architecture documentation is needed past the preparation of the Section 106 Historic Architecture Resources Survey previously mentioned, this work can be completed by RGA, but will be considered Additional Services beyond this scope of services.

Section 106 – Archaeology

The Consultant's subconsultant, RGA, will prepare a Phase 1 Archaeological Survey to identify historic and prehistoric archaeological sites within the project's anticipated APE. RGA will present the results of the Phase I Archaeological Survey will be presented in a report that meets the Secretary of the Interior's *Standards and*

Guidelines for Archaeology and Historic Preservation (1983) and complies with the Tennessee SHPO *Standards and Guidelines for Archaeological Resource Management Studies* (October 2018) and the TDOT Phase I Archaeological Survey Scope of Work (2021), if applicable. RGA will perform this work pursuant to Section 106 of the National Historic Preservation Act (NHPA), as amended.

Once RGA completes the Phase 1 Archaeological Survey, the Consultant will submit the draft report to TDOT for review and comment. TDOT will submit this report to the Tennessee State Historic Preservation Office (TN-SHPO) for review. Upon receipt of an ESR and copies of any agency coordination correspondence, Consultant will incorporate the results directly into the NEPA document.

Assumptions:

- No Phase II Testing – If required, this work can be completed in accordance with the Additional Services clause of this agreement.
- If a Memorandum of Agreement is needed to confirm agreed upon mitigation measures for the Build Alternative, it will be conducted in accordance with the Additional Services clause of this agreement.
- If Phase III work, data recovery is necessary, it can be included in accordance with the Additional Services clause of this agreement.

Task 2.3.4.7 - Environmental Justice

The Consultant will complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will evaluate block group-level census data within the project area, to determine whether minority and/or low-income populations are present in the area affected by the proposed project, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations. Potential areas of EJ populations will be displayed on GIS mapping. The EJ analysis will be limited to desktop research only and will be incorporated directly into the NEPA document. No fieldwork will be completed.

If EJ populations are identified, the Consultant will complete an Environmental Justice Memorandum for TDOT Environmental Division use in coordinating with TDOT's Civil Rights Division. The resulting coordination with the Civil Rights Division will be incorporated into the NEPA document.

If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community. If potential mitigation measures or potential community outreach efforts are identified by TDOT or FHWA, these services can be provided, but will be considered Additional Services beyond this scope of services.

Assumptions:

- No fieldwork will be required.

Task 2.3.4.8 - Farmland

The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

Task 2.3.4.9 - Hazardous Materials

The Consultant will complete a desktop review of hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be presented in a memorandum, or TDOT preferred format, for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary.

Upon receipt of an ESR, Consultant will incorporate the results of this effort into the NEPA document.

Assumptions:

- It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided, but will be considered Additional Services beyond this scope of services.

Environmental Technical Information to be provided by TDOT

The TDOT Environmental Division will be responsible for providing the following environmental technical information:

- Native American Consultation
- Air Quality

Following receipt of the above listed environmental technical information from the TDOT Environmental Division, the Consultant will review and incorporate the information/data into the NEPA document.

Additional Services – Environmental Technical Studies

The following environmental technical studies can be completed but will be considered Additional Services beyond this scope of services:

- Public involvement activities
- Conceptual Stage Relocation Plan
- Detailed Floodplain Analysis
- Traffic Analysis
- Farmland Coordination and Farmland Analysis
- Section 4(f) Documentation beyond what is specifically outlined herein
- Section 6(f) Documentation
- Detailed Environmental Justice Analysis
- Phase II Archaeological Surveys and/or Phase III Testing

- Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys

Task 2.3.5 – Document Preparation and Approval

The purpose of this task is to develop the CE documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents* as well as the *Tennessee Environmental Procedures Manual* (June 2011 edition).

Following completion of the document, the Consultant will submit the NEPA document to TDOT's Environmental Division for review and comment. The Consultant will then revise the NEPA document based on TDOT comments and resubmit the NEPA document to TDOT for final review and approval.

Kimley-Horn Deliverables:

1. *(If warranted) Draft and Final Noise Technical Report (electronic copy in Word and in Adobe PDF format)*
2. *(If warranted) Noise TNM2.5 runs files and KMZ*
3. *Environmental Boundaries Report (electronic copy in Adobe PDF format)*
4. *(If warranted) Species Review (electronic copy in Adobe PDF format)*
5. *(If warranted) Bat Species Review (electronic copy in Adobe PDF format)*
6. *Historic Architecture Survey (electronic copy in Adobe PDF format)*
7. *Phase I Archaeological Survey (electronic copy in Adobe PDF format)*
8. *(If warranted) Environmental Justice Memorandum (electronic copy in Adobe PDF format)*
9. *Draft Categorical Exclusion document (electronic copy in Adobe PDF format)*
10. *Final Categorical Exclusion document (electronic copy in Adobe PDF format)*

Task 3 – PE-DESIGN Phase Services

Task 3.1 – Line and Grade Plans Development

Kimley-Horn will prepare Line and Grade (Preliminary) Review Plans for the project based on current standards as shown in TDOT's Roadway Design Guidelines, Roadway Design Checklists, Roadway Standard Drawings, and the *Standard Specifications for Road and Bridge Construction, 2021 Edition*. The Line and Grade plan set will consist of the following series of plan sheets as needed:

- Line and Grade Title Sheet
- Typical Sections
- Detail Sheets
- Right-of-Way Notes
- Property Maps and Acquisition Tables
- Present Layouts
- Proposed Layouts
- R.O.W. Detail Sheets
- Proposed Profiles
- Sideroad Profiles
- Private Driveway Profiles
- Drainage Maps

- Culvert Sections
- Roadway Cross Sections
- Side Road Cross Sections
- Traffic Control Plans (Working Drawings Only)
- Photometric Lighting Plans
- Preliminary Planting Plans

Kimley-Horn will provide a Line and Grade Review submittal to TDOT Local Programs for distribution to TDOT internal departments and external stakeholders. The TDOT Local Programs Project Monitor will distribute all comments received from the internal and external reviews to Kimley-Horn. Revisions will be made based on the comments and a brief memorandum prepared outlining the comments received.

Kimley-Horn Deliverables:

1. *Line and Grade Plan Submittal (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
2. *Memorandum summarizing TDOT comments (1 electronic copy each, Adobe PDF format) to the City.*

Kimley-Horn will perform Internal Quality Assurance reviews prior to submission of all deliverables.

Task 3.2 Early Utility Coordination

Kimley-Horn will submit early coordination letters to utility companies in Shelby County. The submittal to each utility owner will consist of a letter by certified mail or email when available requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility. If no response is made within 60 days, a follow up letter by certified mail or email will be submitted giving 10 days to respond. All documentation will be used for Utility Certification in later tasks.

Task 3.3 – Functional Plans Development

Kimley-Horn will prepare Functional (Right-of-Way) Plans for the project based on current standards as shown in TDOT's Roadway Design Guidelines, Roadway Design Checklists, Roadway Standard Drawings, and the *Standard Specifications for Road and Bridge Construction, 2021 Edition*. The Functional plan set will consist of the following series of plan sheets as needed:

- Functional Title Sheet
- Project Commitments Sheet (as required)
- Estimated Quantities (Info Only)
- Typical Sections and Pavement Schedule
- Environmental Notes
- Tabulated Quantities
- Detail Sheets
- Right-of-Way Notes
- Property Maps and Acquisition Tables
- Present Layouts
- Proposed Layouts
- R.O.W. Detail Sheets

- Proposed Profiles
- Sideroad Profiles
- Private Driveway Profiles
- Drainage Maps
- Culvert Sections (as required)
- EPSC Plans
- Environmental Mitigation Plans (as required)
- Signing and Pavement Marking Plans
- Sign Schedule Sheets
- Traffic Control Plans (Info Only)
- Revised Photometric Lighting Plans
- Lighting Layout Plans
- Revised Planting Plans and Details
- Roadway Cross Sections
- Side Road Cross Sections

Kimley-Horn will prepare a project construction estimate corresponding to the current Functional plans. The construction estimate will consist of preliminary quantities calculated and entered into the TDOT Estimated Quantities spreadsheet as well as on Sheet 2A within Field Review Plans only. Pay items that cannot be quantified at submittal will be listed. Descriptions will be given for open-ended item numbers.

Kimley-Horn Deliverables:

1. *Functional Field Review Plan Submittal (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
2. *Functional Field Review Project Folder Submittal (1 compressed file per TDOT Guidelines) to TDOT Local Programs*
3. *Draft Transportation Management Plan, including draft traffic control Plan (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
4. *Final Functional Plan Submittal (sealed) (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
5. *Final Right-of-Way Project Folder Submittal (1 compressed file per TDOT Guidelines) to TDOT*
6. *Functional Construction Estimate (1 electronic copy, Excel format)*

Kimley-Horn will perform Internal Quality Assurance reviews prior to submission of all deliverables.

Task 3.4 – Plan-In-Hand Plans Development

Kimley-Horn will prepare Plan-In-Hand (Construction) Plans for the project based on current standards as shown in TDOT's Roadway Design Guidelines, Roadway Design Checklists, Roadway Standard Drawings, and the *Standard Specifications for Road and Bridge Construction, 2021 Edition*. The Plan-In-Hand plan set will consist of the following series of plan sheets as needed:

- Plan-In-Hand Title Sheet
- Project Commitments Sheet (as required)
- Estimated Quantities
- Typical Sections and Pavement Schedule`
- General Notes

- Special Notes
- Environmental Notes
- Tabulated Quantities
- Detail Sheets
- Right-of-Way Notes
- Property Maps and Acquisition Tables
- Present Layouts
- Proposed Layouts
- R.O.W. Detail Sheets
- Proposed Profiles
- Sideroad Profiles
- Private Driveway Profiles
- Drainage Maps
- Culvert Sections (as required)
- EPSC Plans
- Environmental Mitigation Plans (as required)
- Signing and Pavement Marking Plans
- Sign Schedule Sheets
- Traffic Control Plans
- Lighting Layout and Electrical Design Plans
- Planting Plans and Details
- Roadway Cross Sections
- Side Road Cross Sections

Kimley-Horn will prepare a project construction estimate corresponding to the current Plan-In Hand plans.

Task 3.5 Final Utility Coordination

Kimley-Horn will submit draft construction plans to utility companies known to have facilities within the project limits (identified in Task 3.2). The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans.

Task 3.6 Bid Document Services

Task 3.6.1 – Advertisement

Kimley-Horn will prepare the draft advertisement using the TDOT Local Programs Advertisement Template. Kimley-Horn will submit the draft advertisement to the City and TDOT Office of Local Programs for review and approval.

Task 3.6.2 - DBE Goal Setting

Given the construction budget for this project, the City of Lakeland will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26.

Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and approval.

Task 3.6.3 Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. Kimley-Horn will prepare technical specifications for those items that are not covered by the TDOT and City of Lakeland specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11 by 17 inch plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for the City to proceed with bidding the project.

Kimley-Horn Deliverables:

1. *Plan-In-Hand Field Review Plan Submittal (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
2. *Plan-In-Hand Field Review Project Folder Submittal (1 compressed file per TDOT Guidelines) to TDOT Local Programs*
3. *Final Transportation Management Plan, including draft traffic control Plan (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
4. *Final Plan-In-Hand Plan Submittal (sealed) (1 electronic copy, Adobe PDF format) to TDOT Local Programs*
5. *Plan-In-Hand Construction Estimate (1 electronic copy, Excel format)*

Kimley-Horn will perform Internal Quality Assurance reviews prior to submission of all deliverables.

Services Not Included

The Scope of Services covered by this agreement end and with the submittal of final Plan-In-Hand Plans to the City of Lakeland and TDOT. Services provided after that activity are intended be fully defined in a future amendment to this contract. These services are anticipated to consist of:

- **Right-of-Way Phase Services**
 - Title Reports
 - Appraisals and Review Appraisals
 - ROW Agent/Negotiation Services
 - Property Closing Assistance
 - ROW Certification
- **Final Design Services**
 - Environmental Permitting

The additional services outlined above are planned to be an amendment due to the uncertain nature of the number of properties that will require Right-of-Way Phase Services and the uncertain timing for the completion of Right-of-Way Acquisition.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Utility relocation design

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Plans for proposed adjacent developments (if available)
- Plans of existing adjacent developments (if available)
- Existing Roadway plans (if available)

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. An initial schedule for project completion is provided in Attachment A. Kimley-Horn and the Client will revisit this schedule periodically as a part of the project's normal life cycle and will make adjustments as needed.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1- 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Base Fee	If Required*
Task 1 – Project Management			
	<i>Project Management</i>	-	-
Task 2 – PE NEPA Phase Services			
	<i>Data Collection and Field Surveys</i>	\$39,876	-
	<i>Initial Studies Plans Development</i>	\$10,500	-
	<i>NEPA Document Preparation</i>	\$20,500	-
	<i>Technical Studies – Ecology</i>	\$5,500	-
	<i>Technical Studies – Bat presence/absence Study</i>	-	\$6,000
	<i>Technical Studies – Historical and Archaeological</i>	\$21,979	-
	<i>Technical Studies – Noise</i>	-	\$27,500
Task 3 – PE DESIGN Phase Services			
	<i>Line and Grade Plans Development</i>	\$48,000	-
	<i>Functional Plans Development</i>	\$60,250	-
	<i>Plan-In-Hand Plans Development</i>	\$42,200	-
	<i>Final Utility Coordination</i>	\$2,500	-
	<i>Bid Document Services</i>	\$4,500	-
Sub Total		\$258,105	\$33,500
Grand Total		\$291,605	

* Items listed as “If Required” may not be necessary and will require a separate Notice to Proceed prior to any work being performed.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Lakeland, TN.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Drake Danley, PE

Title: Vice President

CITY OF LAKELAND, TN

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Project Schedule (NEPA and Design Only)

Attachment – Request for Information

Attachment – Standard Provisions

ATTACHMENT A

PROJECT SCHEDULE (NEPA AND DESIGN ONLY)

Seed Tick Road Roundabout

11/1/2024

Task Number	Task Description	Duration (Weeks)	Start	End	November 2024				December 2024				January 2025				February 2025				March 2025				April 2025				May 2025				June	
					01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08
1	Notice to Proceed	0	11/1/2024	11/1/2024																														
2	Project Management	57	11/1/2024	12/6/2025																														
3	PE-NEPA Phase	27	11/1/2024	5/10/2025																														
	Field Surveys	12	11/1/2024	1/24/2025																														
	Initial Studies Design in support of NEPA	4	12/1/2024	12/29/2024																														
	Regulatory Agency Coordination	12	12/29/2024	3/23/2025																														
	Perform required NEPA Technical Studies	8	2/1/2025	3/29/2025																														
	Prepare and submit NEPA Document for review and approval	4	3/15/2025	4/12/2025																														
	Agency Review	4	4/12/2025	5/10/2025																														
4	PE-Design Phase	24	5/10/2025	10/25/2025																														
	Early Utility Coordination	10	5/10/2025	7/19/2025																														
	Prepare Line and Grade Plans and Submit to TDOT	4	5/10/2025	6/7/2025																														
	Agency Review	4	6/7/2025	7/5/2025																														
	Prepare Functional Plans and Submit to TDOT	6	6/7/2025	7/19/2025																														
	Agency Review	4	7/19/2025	8/16/2025																														
	Prepare Plan-In-Hand Construction Plans	4	8/16/2025	9/13/2025																														
	Agency Review	4	9/13/2025	10/11/2025																														
	Revise CONST Plans per Comments and Submit Final	2	10/11/2025	10/25/2025																														
6	Bid Documents	6	10/25/2025	12/6/2025																														
	Prepare Bid Book, Draft Advertisement	1	10/25/2025	11/1/2025																														
	Finalize cost estimate and coordinate DBE goals with TDOT	1	11/1/2025	11/8/2025																														
	Agency Review	4	11/8/2025	12/6/2025																														

Seed Tick Road Roundabout

Task Number	Task Description	Duration (Weeks)	2025		July 2025				August 2025				September 2025				October 2025				November 2025				December 2025			
			15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22	01	08	15	22
1	Notice to Proceed	0																										
2	Project Management	57																										
3	PE-NEPA Phase	27																										
	Field Surveys	12																										
	Initial Studies Design in support of NEPA	4																										
	Regulatory Agency Coordination	12																										
	Perform required NEPA Technical Studies	8																										
	Prepare and submit NEPA Document for review and approval	4																										
	Agency Review	4																										
4	PE-Design Phase	24																										
	Early Utility Coordination	10																										
	Prepare Line and Grade Plans and Submit to TDOT	4																										
	Agency Review	4																										
	Prepare Functional Plans and Submit to TDOT	6																										
	Agency Review	4																										
	Prepare Plan-In-Hand Construction Plans	4																										
	Agency Review	4																										
	Revise CONST Plans per Comments and Submit Final	2																										
6	Bid Documents	6																										
	Prepare Bid Book, Draft Advertisement	1																										
	Finalize cost estimate and coordinate DBE goals with TDOT	1																										
	Agency Review	4																										

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** – authorizing Shelby Electric Co., Inc. to install back up power (UPS) for the traffic signal located at Canada Road and Interstate 40 (I-40) interchange.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-151-2024.

BUDGET IMPACT

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

DISCUSSION

The signal at the intersection of Canada Road and I-40 does not have back-up power. Shelby Electric will install back up power at this traffic signal to ensure efficiency and safety for traffic during the event of a power outage. This product is quoted at the same price for installation as the Canada Rd and Hwy 70 UPS generator installation. (R-134-2024)

RESOLUTION R-151-2024

AUTHORIZING SHELBY ELECTRIC CO., INC. TO INSTALL BACK UP POWER (UPS)
FOR THE TRAFFIC SIGNAL AT CANADA ROAD AND INTERSTATE 40 (I-40)
INTERCHANGE

WHEREAS, the City of Lakeland, Tennessee (the “City”) desires to install back up power (UPS) for the traffic signal located at Canada Road and Interstate 40 (“I-40”) interchange; 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 Road and Interstate 40 (I-40) interchange 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 17th day of October 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, October 17, 2024

Subject: **Resolution** - authorizing additional funds for the crosswalk markings installed by Traf-Mark Industries, LLC.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-152-2024.

BUDGET IMPACT

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

DISCUSSION

On August 15th 2024, the Board of Commissioners approved a quote to reinstall the crosswalks that were removed and to also install new crosswalks in the surrounding elementary school area for safety reasons. Since then, the work has been completed and the Engineering Department has received an invoice from Traf-Mark Industries, LLC that was \$3,753.77 over the original quoted amount of \$10,574.00. The Engineering Department recommends the approval of the additional funds needed to cover the installation of the crosswalk marking by Traff-Mark Industries, LLC.

RESOLUTION R-152-2024

AUTHORIZING ADDITIONAL FUNDS FOR THE CROSSWALK MARKINGS
INSTALLED BY TRAF-MARK INDUSTRIES, L.L.C.

WHEREAS, the City desire to approve additional funds for the installed crosswalk markings within the Oakwood neighborhood; and,

WHEREAS, an additional Three Thousand Seven Hundred and Fifty-Three Dollars and Seventy-Seven Cents (\$3,753.77) is needed to cover the invoice for a total price of Fourteen Thousand Three Hundred Twenty-Seven Dollars and Seventy-Seven Cents (\$14,327.77); and,

WHEREAS, funding is appropriated in the Fiscal Year 205 Annual Budget for the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, the City Manager is authorized to approve the additional funds needed for the crosswalks installed by Traf-Mark Industries L.L.C. in the amount of Fourteen Thousand Three Hundred Twenty-Seven Dollars and Seventy-Seven Cents (\$14,327.77)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



280 Mann Drive Piperton, TN 38017 901.744.7400
 12575 Lexington Ave. Huntingdon, TN 38344 731.986.9035

Payment Remittance Address
Traf-Mark Industries, LLC
PO Box 734522
Dallas. TX 75373-4522

Electronic Payment Instructions
 Routing (ABA) # **065 400 137** (ACH Only)
021 000 021 (Wire Only)
 Account # **885 494 559**

To : **City of Lakeland**
100001 HWY 70
Lakeland, TN 38002

Invoice #: **11267**
 Date: **09/30/24**
 From: **09/01/24**
 To: **09/30/24**

INVOICE

Contract : 3892- Lakeland Ladder Style Crosswalks

Customer Reference:
State Project:
Invoice Due Date: 10/30/24
51757

Contract Item	Quantity	U/M	Unit Price	Total
716.02.03 Plastic Pavement Mkg (Cross Walk - Ladder Style) <i>Mitchwood Oaks @ Oakseed</i> <i>Ridgewood Oaks @ Oakseed</i> <i>Ravenwood Oak @ Oakwood</i> <i>Mt. Gillespie @ Gillespi Oak</i> <i>Markwood Oak @ Gillespi Oak</i>	271.000	LF	52.87	14,327.77
Less Retainange Due:				0.00
Total Due This Invoice :				14,327.77



DAILY PAVEMENT MARKING

Date 9-3-29
Weather _____
Region IV

Direction of application ☐ North ☐ South ☐ East ☐ West

GLASS BEADS

Batch No.	Quantity	Mfg	Lab No.
11. <u>20009551</u>	<u>157 lbs</u>	<u>Swarco</u>	<u>24R0087</u>

REFLECTIVE MARKERS OR TAPE

AMBER OR CLEAR	WHITE OR YELLOW	
Batch No.	Quantity	Mfg Lab No.

<u>Item No.</u>	<u>Description</u>	<u>Quantity, Yellow</u>	<u>Mfg</u>	<u>Location</u>
-----------------	--------------------	-------------------------	------------	-----------------

WHITE

YELLOW

Signature

Signature

Date application machine (measuring device) checked:

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** - authorizing BAR Environmental Supply, Inc. to replace two Wilo submersible pumps and a 10" valve at the Scotts Creek Wastewater Treatment Plant.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-153-2024.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 annual spending plan for the Sewer Fund.

DISCUSSION

The WIL0 pumps in the influent wet well at the Scotts Creek Wastewater Treatment Plant are the original pumps installed when the plant was brought into service 17 years ago. Both pumps are currently able to keep up with the influent flow, however they are not performing at the expected level. The City has the option to rebuild the pumps but the manufacturer recommends replacement due to the age of the pumps. This work will require the City to bypass pump around the influent wet well. While on bypass, the City also proposes to replace a 10" eccentric plug valve in the influent wet well, which has been leaking.

BAR Environmental was selected to perform the work as they are the WIL0 authorized representative for this region. The pump replacement was identified in the City's Capital Improvement Plan and budgeted in the current fiscal year spending plan for the Sewer Fund.

RESOLUTION R-153-2024

AUTHORIZING BAR ENVIRONMENTAL SUPPLY, INC TO REPLACE TWO WILO
SUBMERSIBLE PUMPS AND A 10" VALVE AT THE SCOTTS CREEK WASTEWATER
TREATMENT PLANT

WHEREAS, the City of Lakeland, Tennessee, (the "City") desires to replace the two influent pumps and valves in the influent wet well at the Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, BAR Environmental Supply, Inc. is the only authorized dealer for WILO pumps in this region; and,

WHEREAS, the replacement of the two WILO pumps is identified in the Capital Improvement Plan for the Sewer Fund; 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 BAR Environmental Supply, Inc. to replace two WILO submersible pumps and a 10" valve at the Scotts Creek Wastewater Treatment Plant in the amount of Sixty-Eight Thousand Three Hundred Dollars (\$68,300.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

BAR Environmental Supply, Inc.
100 Winners Cir N Ste 420
Brentwood, TN 37027
+1 6153730788



Quote

ADDRESS
City of Lakeland
10001 HWY 70
Lakeland, TN 38002

SHIP TO
City of Lakeland
10001 HWY 70
Lakeland, TN 38002

QUOTE # AL080124-2
DATE 08/01/2024
EXPIRATION DATE 09/01/2024

ACTIVITY	QTY	RATE	AMOUNT
Wilo Submersible Pumps: - (2) EMU15.93E + FKT27.1-6/22KE	1	59,900.00	59,900.00
BAR Service: If required, startup for (2) submersible pumps	1	1,900.00	1,900.00
Freight Included Lead Time TBD	1	0.00	0.00

SUBTOTAL61,800.00
TAX0.00
TOTAL\$61,800.00

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.
--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.

BAR Environmental Supply, Inc.
100 Winners Cir N Ste 420
Brentwood, TN 37027
+16153730788



Quote

ADDRESS
City of Lakeland
10001 HWY 70
Lakeland, TN 38002

SHIP TO
City of Lakeland
10001 HWY 70
Lakeland, TN 38002

QUOTE # AL100124-1
DATE 10/01/2024
EXPIRATION DATE 11/01/2024

ACTIVITY	QTY	RATE	AMOUNT
10" ECCENTRIC PLUG VALVE FLG ENDS, BUNA CONVERED DUCTILE IRON PLUG, 100% PORT, C517 RATED TO *175 PSI, EPOXY COATED, 316 SS FASTENERS, VALVE EQUIPPED W/GEAR OPERATOR AND HANDWHEEL	1	6,500.00	6,500.00
----- Freight: Included -----	1	0.00	0.00
SUBTOTAL			6,500.00
TAX			0.00
TOTAL			\$6,500.00

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.
--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.



Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Resolution** - authorizing Xylem, Inc. to provide bypass pumping at the Scotts Creek Wastewater Treatment Plant.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-154-2024.

BUDGET IMPACT

This expenditure is allocated in the Fiscal Year 2025 annual spending plan for the Sewer Fund.

DISCUSSION

The City proposes to replace two pumps and a valve in the influent wet well at the Scotts Creek Wastewater Treatment Plant. The work will require the influent wastewater be bypass pumped around the influent wet well. Xylem will provide the pumps, hose, floats and perform the set-up and tear down. The work is estimated to take one week, however we have included the cost of a month's rental in case unforeseen circumstances arise.

RESOLUTION R-154-2024

AUTHORIZING XYLEM, INC. TO PROVIDE BYPASS PUMPING AT THE SCOTTS
CREEK WASTEWATER TREATMENT PLANT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to replace the two influent pumps and valves in the influent wet well at the Scotts Creek Wastewater Treatment Plant; and,

WHEREAS, the work requires the influent wastewater be bypassed around the influent wet well; 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 Xylem, Inc. to provide bypass pumping at the Scotts Creek Wastewater Treatment Plant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

September 27, 2024

Mr. Spencer Smalley
City of Lakeland
Public Works Division
10001 Highway 70
Arlington, TN 38002-8068

Phone: 901-870-1803
Email: ssmalley@lakelandtn.org

**RE: Clear Creek Interceptor Influent Bypass
Rental Quotation 143014048**

Dear Mr. Smalley:

We are pleased to offer you the attached Rental Quotation for your review.

Bypass plan based on Lakeland's plans and specifications. Both pumps will have floats to start and stop.

Contractor Responsibilities:

- ROE, Permits, Easements (if applicable)
- Clear and Grub
- Plug installation/removal
- Any and all site restoration as required by engineer and/or owner
- Fueling of pumps unless requested
- Any fence access for discharge pipe

Preventative Maintenance:

- \$500 per month

Our commitment and reputation of unsurpassed service and experience has made our company the pump company of choice throughout the industry. We are also committed to providing reliable and durable equipment along with guaranteed service to your company as well.

Thank you for your interest in Xylem Dewatering Solutions, Inc. and the products and services we offer. If you have any questions or require additional information, please contact Michael Gates 901-481-1543 or email Michael.Gates@xylem.com.

Sincerely,



September 27, 2024
City of Lakeland
Attention: Mr. Spencer Smalley
Rental Quotation # 143014048
Page 2 of 5

Michael Gates
Outside Sales Representative

MG / hw

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
A	2	Dri-Prime CD150M Diesel Pump • Primary Unit • 6" 150# Flange Suction and Discharge • JCB TCAE-55-FT4 Diesel Engine • Includes Godwin PrimeGuard Controller • Road Going Trailer,ElecBrakes- 3" Pintle • Lights - DOT Standard
B	1	Dri-Prime CD150M Diesel Pump • Stand-By Unit • 6" 150# Flange Suction and Discharge • JCB TCAE-55-FT4 Diesel Engine • Includes Godwin PrimeGuard Controller • Road Going Trailer,ElecBrakes- 3" Pintle • Lights - DOT Standard
C	11	6" x 10' Black Water Suction Hose with Godwin QD Fittings
D	3	6" X 10' Composite Hose with 150# Flange Fittings
E	1	2@6x1@8 Manifold with check valves
F	1,000'	8" HDPE Pipe SDR 17 (Per Foot)
G	1	Misc. adapters, bends and fittings
H	2	Godwin PrimeGuard Float Set • w/ 65' NM Mechanical Floats
I	2	Multi-Sized Sewer Plug • Size 24" -48"

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
J	2	1/4" x 30' Rope & air fill kit w/gauge
K	3	6" x 50' Heavy Duty Layflat Hose with Godwin QD Fittings
ENV	1	Environmental Fee
REQUIRED EXTRAS:		
L	1	Setup / Teardown Install consist of 2 men 3 days; fusion machine, lift, and trucks included. Teardown consist of 2 men and lift
M	132	Fuel Surcharge by the Mile
ESTIMATED RENTAL - DAILY/WEEKLY/MONTHLY		\$1,566.50/\$4,709.52/\$14,118.55
ENVIRONMENTAL FEE - DAILY/WEEKLY/MONTHLY		\$ 30.00 / \$ 54.29 / \$ 140.00
ESTIMATED DELIVERY/PICK UP		\$ 780.00 / \$ 780.00
REQUIRED EXTRAS		\$ 18,572.60

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.		
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.		
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.		
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.		
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.		
Billing Cycles Based on Open Terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month
Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
Environmental Fee:	Environmental Fee is charged at 2% of rental charge for all applicable equipment with a minimum charge of \$6 and maximum charge of \$70 per individual piece of equipment, with maximum of \$140 per invoice.		
Off Rent:	It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.		

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	Name:
Company/Utility:	(PLEASE PRINT)
Address:	Reference #:
	Date:
	Phone:
	Email:
	Fax:

RESOLUTION R-156-2024

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWENTY-TWO MILLION DOLLARS (\$22,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF LAKE LAND, TENNESSEE, PURSUANT TO THE LOCAL GOVERNMENT PUBLIC OBLIGATIONS ACT OF 1986, BEING TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING THE LAKE LAND COMMUNITY CENTER PROJECT

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

1. It is hereby determined that there shall be issued and there are hereby authorized to be issued general obligation bonds of the City, in the maximum principal amount of not to exceed Twenty-Two Million Dollars (\$22,000,000) (the "Bonds"), pursuant to the Local Government Public Obligations Act of 1986, being Title 9, Chapter 21, of the Tennessee Code Annotated ("T.C.A."), for the purpose of financing the cost of the City of Lakeland for the design, engineering and construction of the Lakeland Community Center Project including the following: (a) acquisition of all property real and personal; (b) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (c) reimbursement to the City for funds previously expended for any of the foregoing; (d) payment of capitalized interest during the period of construction and for up to six months thereafter; and (e) payment of the costs related to the issuance and sale of such Bonds (the "Project").
2. The Bonds shall bear interest at such rate or rates, which may vary from time to time, not exceeding the maximum interest rate permitted by law, as may hereafter be determined by resolution of the Board.
3. The Bonds shall be payable from ad valorem taxes levied upon all the taxable property in the City and other available revenues of the City, and the full faith and credit and unlimited taxing power of the City shall be pledged to the punctual payment of the principal thereof and the interest thereon.
4. In anticipation of the issuance of such the Bonds authorized under this resolution, the City may issue bond anticipation notes (the "Notes") in aggregate outstanding principal amount of not to exceed Twenty-Two Million Dollars (\$22,000,000) pursuant to the requirements of Part 5 of Chapter 21 of Title 9 of the T.C.A.
5. It is reasonably expected that the City will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Board and shall be made available for inspection by the general public at the office of the Board. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150 2.

RESOLUTION R-156-2024

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWENTY-TWO MILLION DOLLARS (\$22,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF LAKELAND, TENNESSEE, PURSUANT TO THE LOCAL GOVERNMENT PUBLIC OBLIGATIONS ACT OF 1986, BEING TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING THE LAKELAND COMMUNITY CENTER PROJECT

6. This complete resolution shall be published once in a newspaper of general circulation in the City, together with a notice substantially in the following form:

“NOTICE

THE FOREGOING RESOLUTION HAS BEEN ADOPTED. UNLESS WITHIN 20 DAYS FROM THE DATE OF THE PUBLICATION HEREOF, A PETITION SIGNED BY AT LEAST TEN PERCENT OF THE REGISTERED VOTES OF THE CITY OF LAKELAND, TENNESSEE, SHALL HAVE BEEN FILED WITH THE CITY RECORDER PROTESTING THE ISSUANCE OF THE BONDS, SUCH BONDS WILL BE ISSUED AS PROPOSED.”

7. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of October 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE Board of CommissionersOF THE City of Lakeland, TennesseeAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITSLakeland Community Center

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Lakeland*(Public Body)*

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

22,000,000.00pursuant to the provisions of laws of the State of Tennessee; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the Mayor

and City Manager of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the Board of Commissioners of the
City of Lakeland, Tennessee has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 17th day of October, 2024.

(SEAL)

By Josh Roman

Attest:

Title Mayor

Title

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the City of Lakeland
hereby certify that the Board of Commissioners of such Association is composed of
_____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Government, said resolution
remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, _____.

Title _____



Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Discussion and Possible Action** - regarding civic lots in Lakeland Town Square. *Sponsored by Mayor Roman*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

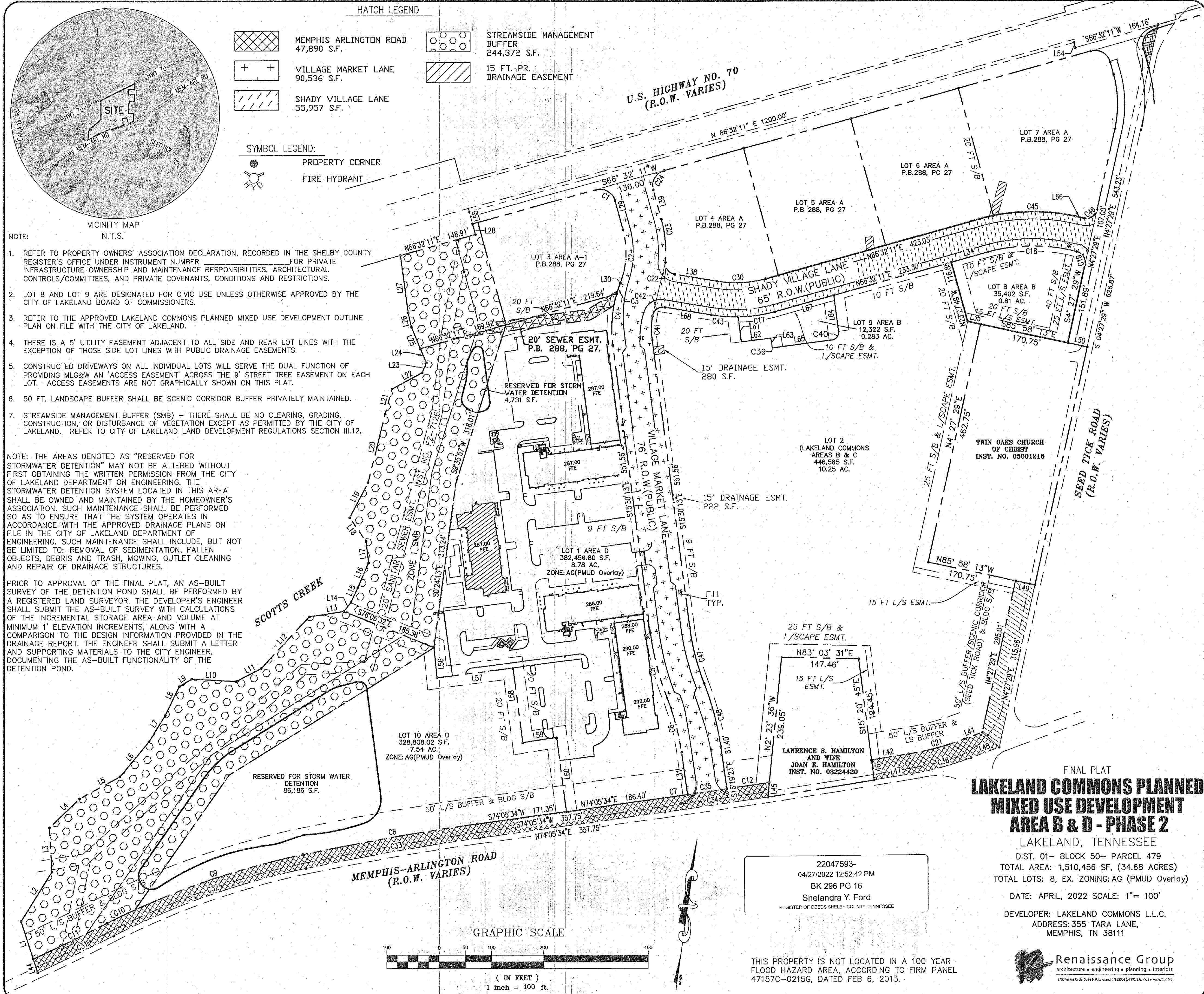
There is no City Staff recommendation related to this discussion.

BUDGET IMPACT

There is no direct budgetary impact related to this discussion.

DISCUSSION

Lakeland Town Square Planned Development includes two civic lots, Lot 9 Area B and Lot 8 Area D. As the development is nearing completion, documents are being prepared to transfer ownership of the lots to the City. The developer is proposing to construct a pavilion on Lot 9.





Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Discussion and Possible Action** - regarding street lighting for public safety. *Sponsored by Mayor Roman*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Discussion and Possible Action** - regarding regulation of food trucks in Lakeland, Tennessee. *Sponsored by Commissioner Wright*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



Board of Commissioners

Meeting Cycle: Thursday, October 17, 2024

Subject: **Discussion and Possible Action** - regarding authorization of food trucks for the Lakeland Arts Council event at Lakeland Town Square on October 26, 2024. *Sponsored by Commissioner Wright*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION