



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

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - amending ordinance 13-184 and the City of Lakeland Financial Policies Manual to conform to Title 5, Chapter 4 of the Lakeland municipal code.
 2. **Ordinance - First Reading** - approving the application to rename the Lakeland Athletic Complex to the Brody Townsend Athletic Complex.
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report
 - a. October Lakeland Crime Report
 2. City Manager's Report - December 2024
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of previous meeting minutes** - November 7, 2024
 2. **Approval of previous meeting minutes** - November 14, 2024

(MPDRC/BOC Special Called Joint Meeting)

3. **Ordinance - Second and Final Reading** - amending ordinance 13-184 and the City of Lakeland Financial Policies Manual to conform to Title 5, Chapter 4 of the Lakeland municipal code.
4. **Ordinance - First Reading** - approving the application to rename the Lakeland Athletic Complex to the Brody Townsend Athletic Complex. *Sponsored by Mayor Roman, Vice Mayor Dial, Commissioner Atkinson, Commissioner Johnston and Commissioner McCarter*
5. **Resolution** - electing a Vice Mayor and appointing Board of Commissioner liaisons to the City of Lakeland's boards, commissions, and committees.
6. **Resolution** - authorizing the reduction of Security for Public and Common Improvements for Lakeland Meadows Phase 1 Planned Development.
7. **Resolution** - accepting Lot 9 in the Lakeland Town Square development (formerly known as Lakeland Commons) and authorizing the City Manager and the City Attorney to execute necessary documents.
8. **Resolution** - approving the submittal of applications to the Memphis Urban Area Metropolitan Planning Organization for funding through the 2026-2029 Transportation Improvement Program.
9. **Resolution** - approving a development contract with Valleybrook Development, LLC & Scotts Creek Development, LLC, as a Joint Venture, to improve and develop the site to be known as Seed Tick Road Extension, rescinding Resolution R-165-2024.
10. **Resolution** - approving a professional services agreement with Buchart Horn, Inc. for Construction Engineering and Inspection services related to the Oliver Creek Interceptor project.
11. **Resolution** - approving a residential subdivision development contract with Evergreen, LLC for a 32-lot subdivision to be known as Evergreen Planned Development Phase 2 rescinding Resolution R-162-2024.
12. **Resolution** - adopting a development agreement between the Industrial Development Board of the City of Lakeland, Tennessee, and the City of Lakeland, Tennessee, related to the Safety Tax Increment Financing development area.
13. **Resolution** - approving an agreement with the State of Tennessee

Department of Human Services for new construction of an early learning center at the Lakeland Community Center.

14. **Resolution** - approving the calendar year 2025 City of Lakeland meeting calendar.
15. **Resolution** - authorizing appointments to the Industrial Development Board of the City of Lakeland, Tennessee. *Sponsored by Mayor Roman*
16. **Resolution** - authorizing reappointments to the Industrial Development Board of the City of Lakeland, Tennessee. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

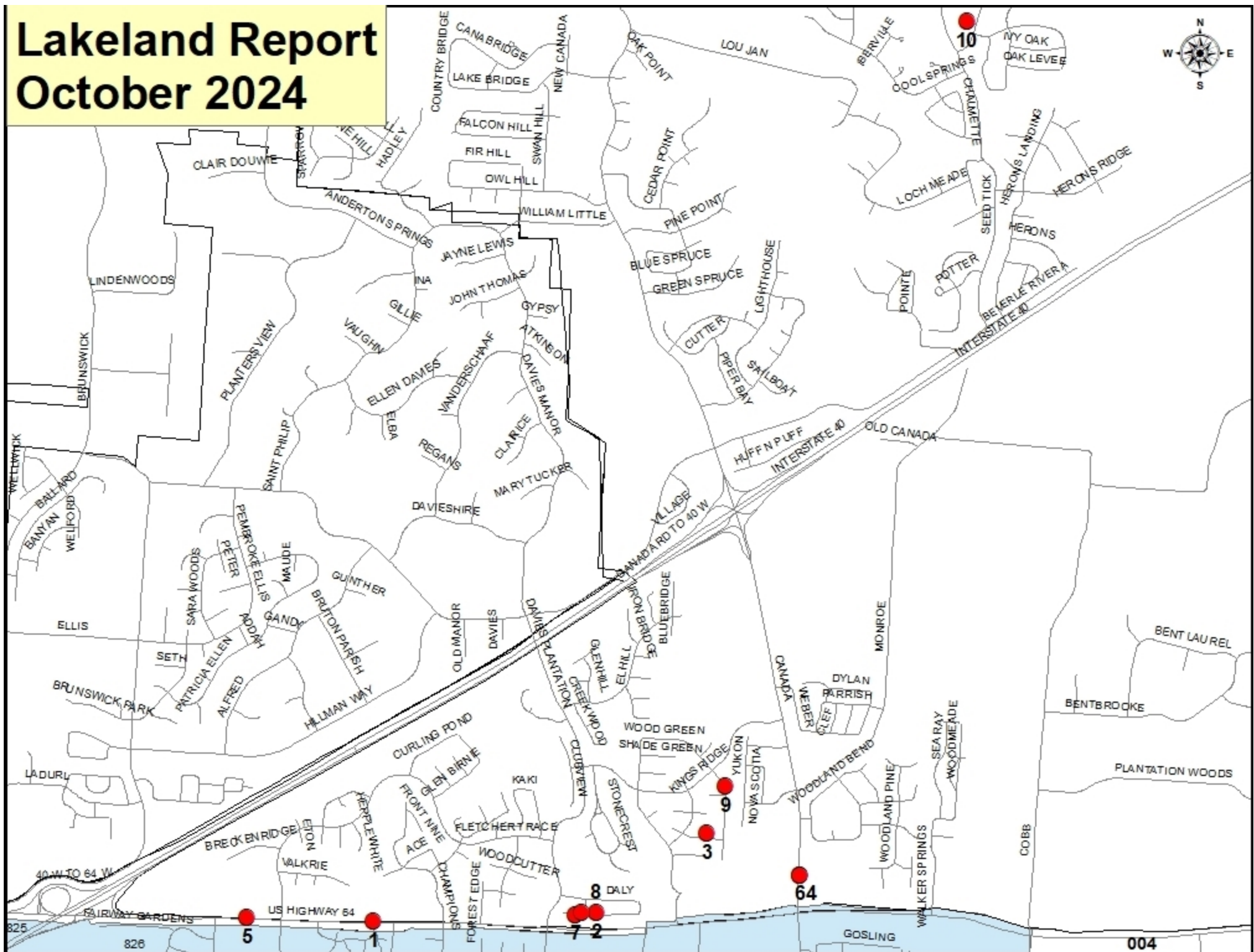
Shelby County Sheriff's Office



Crime Report

Lakeland
October 2024

Lakeland Report October 2024



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2410001035SH	Burglary/Residential	TOOK APART SIDE WINDOW	10/24/2024
2	2410000441SH	Burglary/Residential		10/11/2024
3	2410000200SH	MVT/Passenger Vehicle		10/5/2024
4	2410001250SH	Shoplifting/Misdemeanor	LAWFUL ENTRY	10/31/2024
5	2410001209SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR	10/30/2024
6	2410000395SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR	10/10/2024
7	2410000142SH	Theft from Building	THROUGH UNLOCKED DOOR	10/2/2024
8	2410000547SH	Theft of Vehicle Parts/Accessories		10/13/2024
9	2410001120SH	Vandalism/Felony		10/27/2024
10	2410000420SH	Vandalism/Misdemeanor		10/10/2024

All Incident Count

Row Labels ▼	Count of Dept_Code_
Burglary/Residential	2
Intimidation	2
MVT/Passenger Vehicle	1
Shoplifting/Misdemeanor	3
Simple Assault	1
Theft from Building	1
Theft of Vehicle Parts/Accessories	1
Vandalism/Felony	1
Vandalism/Misdemeanor	1
Grand Total	13

Tracked Count

Tracked Crimes	Oct-24	Sep-24	Oct-23
Agg Assault	0	0	0
Burg Bus	0	0	0
Burg Const	0	0	0
Burg Res	2	0	0
MVT	1	1	2
Other Lar	3	4	1
Robb Ind	0	0	0
Theft Fm Bldg	1	1	0
Theft fm Mot Veh	1	3	6
Vandalism	2	2	0
Totals	10	11	9

END OF PRESENTATION



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Approval of previous meeting minutes** - November 7, 2024

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



Board of Commissioners
Regular Meeting Minutes
Thursday, November 7, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, November 7, 2024.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, Public Works Director Matt Brown, Finance Director Sue Matthews, Parks and Recreation Director Andrew Fisher and City Recorder Cheyenne Carter.

For the record: Mayor Roman moved to suspend the rules seconded by Commissioner Atkinson.

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

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

Nay: None

Abstain: None

For the record: Regular agenda item number 3 was presented at this time.

V. PUBLIC HEARING:

None.

VI. TREASURER'S REPORT:

1. October 2024 Treasurer's Report
This report was offered by Finance Director Sue Matthews.

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

1. City Manager's Report
 - a. November 2024 City Manager's Report
This report was offered by City Manager Michael Walker.
2. Commissioners' Report
 - a. Board of Appeals/Storm Water Board of Appeals - *Commissioner Wright*
This report was offered by Commissioner Wright.
 - b. Industrial Development Board - *Mayor Roman*
This report was offered by IDB President Michael Walker.

VIII. PUBLIC COMMENTS:

1. George Munchow of the 10000 block of Hwy 70.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

None.

XI. REGULAR AGENDA:

3. **Resolution** - authorizing the Mayor to sign a proclamation honoring Commissioner Wesley Wright for his service to the City of Lakeland, Tennessee. *Sponsored by Mayor Roman*

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

Mayor Roman presented this item.

Discussion ensued.

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

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

Nay: None

Abstain:

For the record: Mayor Roman called for a 15 minute recess. No objections were heard. The meeting resumed at 6:00pm with Vice Mayor Dial as the chair.

1. **Approval of previous meeting minutes** - October 17, 2024

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

For the record: Commissioner McCarter noted for the record that her vote to pass the meeting minutes would not include the Treasurer's Report as she missed this report due to her late arrival at the October 17, 2024 meeting. Commissioner McCarter voted to pass the rest of the meeting minutes as presented.

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. **Ordinance - First Reading** - amending ordinance 13-184 and the City of Lakeland Financial Policies Manual to conform to Title 5, Chapter 4 of the Lakeland municipal code.

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 first reading of the ordinance 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

4. **Resolution** - approving the purchase of one Caterpillar 255 compact track loader from Thompson Machinery through OMNIA Partners contract #212816-01.

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

Public Works Director Matt Brown 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

5. **Resolution** - approving the purchase and installation of a metal garage storage building from ProBuilt of Memphis.

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

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

6. **Resolution** - approving a residential subdivision contract with Evergreen Planned Development (PD), LLC for a 32 lot subdivision to be known as Evergreen Planned Development Phase 2.

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, 4 in favor 0 against 0 abstain (4-0-0).

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

Nay: None

Abstain: None

7. **Resolution** - approving a development contract with Valleybrook Development, LLC & Seedtick, LLC, as a Joint Venture, to improve and develop the site into a road extension to be known as Seed Tick Road Extension.

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, 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 a professional service agreement with 4FDesign, P.C. for the design of the Lakeland Community Center.

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 replace the published resolution with a resolution updated by staff that included additional context. No objections were heard.

Discussion ensued.

When the question was called the resolution passed as updated, 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

9. **Resolution** - approving a professional service agreement with Kimley-Horn and Associates, Inc. for the design of Seed Tick Road and Memphis-Arlington Road intersection improvements.

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

10. **Resolution** - accepting Lot 8 in the Lakeland Town Square development (formerly known as Lakeland Commons) and authorizing the City Manager and the City Attorney to execute necessary documents.

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, 4 in favor 0 against 0 abstain (4-0-0).

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

Nay: None

Abstain: None

11. **Resolution** - authorizing reappointment to the Board of Appeals/Stormwater Board of Appeals of the City of Lakeland, Tennessee. *Sponsored by Commissioner Wright*

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

Commissioner Wright 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

12. **Resolution** - authorizing reappointment to the Municipal Parks and Recreation / Natural Resources Advisory Board of the City of Lakeland, Tennessee. *Sponsored by Vice Mayor Dial*

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

Vice Mayor Dial 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

13. **Resolution** - authorizing the City Manager and the City Attorney to execute a memorandum of understanding with the Lakeland School System for use of a video board located at Lakeland Preparatory School. *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

14. **Discussion and Possible Action** - regarding a Highway 70 Corridor Study focusing on safety improvements. *Sponsored by Mayor Roman*

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

City Engineer Emily Harrell presented this item.

For the record: Vice Mayor Dial moved to defer this item to the next Board of Commissioners regular meeting seconded by Commissioner Wright; no objections were heard.

XII. ANNOUNCEMENTS:
None

XIII. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at on 7:21pm Thursday, November 7, 2024.

These minutes were approved on December 5, 2024.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Approval of previous meeting minutes** - November 14, 2024
(MPDRC/BOC Special Called Joint Meeting)

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



Municipal Planning & Design Review Commission and Board of Commissioners
Special Called Joint Meeting Minutes
Thursday, November 14, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, November 14, 2024.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. MUNICIPAL PLANNING COMMISSION ROLL CALL BY RECORDER:

Adam Henry	Present
Amber Hitchcock	Present
Shawn Rowland	Present
Rebecca Hecker-Mosbrugger	Present
Carl Helton	Present
Bill Sheridan	Present
Jim Atkinson	Present
Sal Feraci	Absent

Staff personnel in attendance were Planning Director Paul Luker, Staff Planner Alex Barthol, and Community Development Specialist Lisa West as acting recorder.

V. BOARD OF COMMISSIONERS ROLL CALL BY RECORDER:

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

VI. REPORTS OF OFFICERS AND COMMITTEES:

VII. PUBLIC COMMENTS:

VIII. REGULAR AGENDA:

Mayor Roman moved to relax the rules for the remainder of the meeting, seconded by Vice Mayor Dial; no objections were heard.

1. **Discussion** - regarding Land Development Regulations updates.

Kelley Klepper presented this item.

Discussion ensued.

For the record: No action was taken.

IX. ANNOUNCEMENTS:

None

X. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:38pm on Thursday, November 14, 2024.

These minutes were approved by the Board of Commissioners on December 5, 2024.

Josh Roman
Mayor

These minutes were approved by the Municipal Planning/Design Review Commission on December 12, 2024.

Shawn Rowland
Secretary

ATTEST:

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, December 5, 2024

Subject: **Ordinance - Second and Final Reading** - amending ordinance 13-184 and the City of Lakeland Financial Policies Manual to conform to Title 5, Chapter 4 of the Lakeland municipal code.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-9-2024.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

On January 4, 2024, the BOC adopted ordinance O-19-2023, increasing the threshold for requiring sealed bids from \$10,000 to \$25,000, to conform to Tennessee Code Annotated changes and to align with Uniform Guidance for federal award programs.

In conjunction with this change, the dollar amount for purchases requiring BOC approval was not updated. This ordinance serves to update the threshold for which items require approval by the Board of Commissioners from \$10,000 to \$25,000, aligned with ordinance O-19-2023, while still requiring that purchases over \$10,000 be reported to the BOC by the City Manager at the next regularly scheduled meeting.

For context, a listing of BOC resolutions passed in 2024 that exceeded \$10,000, but were less than \$25,000, is below:

1. 2/1/24 - R-14-2024, Bolton Sign Co removal of Relax Inn Interstate sign - \$24,500
2. 2/15/24 - R-22-2024, MLGW work order for field lighting/athletic complex - \$21,568
3. 3/7/24 - R-30-2024, underbrush clearing quote approval - \$16,825
4. 4/4/24 - R-48-2024, funding agreement for Chamber - \$24,000 (this is an example of an item that, while technically under the limit, would be brought before the full BOC for approval due to the underlying agreement and BOC oversight)
5. 5/2/24 - R-60-2024, weed control award to Herbi-Systems - \$22,419
6. 6/18/24 - R-77-2024, motor and impeller purchase, \$11,000
7. 6/18/24 - R-78-2024, booster pump purchase, \$16,000

8. 7/18/24 - R-89-2024, geotechnical surveys, \$20,200
9. 7/18/24 - R-93-2024, microsoft renewal, \$17,098
10. 7/18/24 - R-96-2024, Cityworks hosting, \$18,600
11. 8/15/24 - R-103-2024, crosswalk markings, \$10,574
12. 8/15/24 - R-109-2024, CivicPlus renewal, \$18,031
13. 9/19/24 - R-134-2024, backup power at traffic light, \$16,000
14. 10/3/24 - R-150-2024, environmental services for Oliver creek project, \$15,000
15. 10/17/24 - R-158-2024, access control server purchase, \$12,488
16. 10/17/24 - R-151-2024, backup power at traffic light, \$16,000 (this is an example of a purchase that would cause the total spend on the same item, although two separate purchases, that exceed \$25k in a fiscal year, and would be brought for BOC approval)
17. 10/17/24 - R-154-2024, Scotts Creek bypass pumping, \$20,000

ORDINANCE O-9-2024

AMENDING ORDINANCE 13-184 AND THE CITY OF LAKELAND
FINANCIAL POLICIES MANUAL TO CONFORM TO TITLE 5, CHAPTER 4 OF
THE LAKELAND MUNICIPAL CODE

- WHEREAS,** the City of Lakeland, Tennessee, (the City) established a municipal purchasing policy with Ordinance 13-184, adopted January 3, 2013; and,
- WHEREAS,** the City codified this purchasing policy, as well as other financial policies, with the adoption of the City's Financial Policies Manual on April 9, 2020, with Resolution 20/04-01; and,
- WHEREAS,** Tennessee Code Annotated (T.C.A.) § 6-19-104 requires public advertisement and competitive sealed bids for purchases over twenty-five thousand dollars (\$25,000); and,
- WHEREAS,** the City of Lakeland, Tennessee, Board of Commissioners (the Board) adopted Ordinance O-19-2023 on January 4, 2024, amending § 5-402, **Purchasing limits requiring sealed bids**, of the Lakeland Municipal Code; and,
- WHEREAS,** Ordinance O-19-2023 superseded Ordinance 13-184 only for competitive sealed bid requirements and not for internal procurement processing of the City; and,
- WHEREAS,** the Board desires to update and align internal procurement policies to T.C.A. § 6-19-104 and Lakeland Municipal Code § 5-402:

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

- Section 1. § 2. of Ordinance 13-184 is hereby repealed in its entirety, as replaced by the following. Likewise, § 4.1.2. of the City of Lakeland Financial Policies Manual shall be amended to read as follows, for the applicable sections (replacing §'s 4.1.2.1. through 4.1.2.3. and related subsections):
- a. Purchases less than \$5,000 – competitive bids or quotations for the purchase of items which cost less than \$5,000 are desirable but not mandatory. All purchases must be authorized by a purchase order approved by the City Manager, unless otherwise specifically exempt.

ORDINANCE O-9-2024

AMENDING ORDINANCE 13-184 AND THE CITY OF LAKELAND FINANCIAL POLICIES MANUAL TO CONFORM TO TITLE 5, CHAPTER 4 OF THE LAKELAND MUNICIPAL CODE

- b. Purchases of \$5,000 and above, but less than \$25,000 – purchases, leases, and lease purchases of \$5,000 and above, and less than \$25,000 singly or in the aggregate during any fiscal year and, except as otherwise provided, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase.
 - i. Purchases of \$10,000 and above, but less than \$25,000, shall be reported to the Board of Commissioners each month by the City Manager or designee.
- c. Purchases of \$25,000 and above require:
 - i. A description of all projects or purchases, except as otherwise provided in this chapter, which require the expenditure of City funds of \$25,000 or more shall be prepared and submitted to the City Manager for authorization to call for bids or proposals.
 - ii. The award of purchases, leases, or lease purchases of \$25,000 or more shall be authorized by the Board of Commissioners to the lowest and best responsible bidder.
 - iii. The City Manager may approve the procurement of goods or services authorized in the annual operating budget, or subsequent budget amendment, and purchases that are routine to City operations provided that the purchase, lease, or lease-purchase does not impose any substantial long-term consequences upon the City.
 - iv. The transaction involving purchases, leases, or lease-purchases of \$25,000 or more shall be evidenced by written contract or agreement.

Section 2. Further amendments to the City of Lakeland's financial policies, to the extent they do not conflict with Lakeland Municipal Code and/or Tennessee Code Annotated, may be authorized via Resolution of the Board of Commissioners of the City of Lakeland, Tennessee.

Section 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such

ORDINANCE O-9-2024

AMENDING ORDINANCE 13-184 AND THE CITY OF LAKELAND
FINANCIAL POLICIES MANUAL TO CONFORM TO TITLE 5, CHAPTER 4 OF
THE LAKELAND MUNICIPAL CODE

invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

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

First Reading: November 7, 2024
Public Hearing: December 5, 2024
Final Reading: December 5, 2024

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

ORDINANCE 13-184
AN ORDINANCE OF THE CITY OF LAKELAND TO ESTABLISH A MUNICIPAL
PURCHASING POLICY FOR THE CITY OF LAKELAND
AND AMEND PURCHASING LIMITS

FILE COPY

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

Section 1. In accordance with T.C.A. § 6-19-104 the purchase of all material, supplies, equipment and services purchased under the authority of this ordinance shall, unless otherwise provided by law, be purchased in accordance with the following regulations set forth in the Lakeland Purchasing Policy, and that include the purchasing limits set forth herein.

Section 2. Purchasing Limits Amended. The purchasing limits set forth in the Lakeland Municipal Code §§ 5-402 – 403 shall be amended to the following:

- (a) Purchases less than \$2,500. Competitive bids or quotations for the purchase of items which cost less than twenty-five hundred dollars (\$2,500) are desirable but not mandatory. All purchases must be authorized by Purchase Order approved by the City Manager unless otherwise specifically exempt.
- (b) Purchases of \$2,500 and above, but less than \$10,000. Purchases, leases, and lease purchases of twenty-five hundred dollars (\$2,500) and above, and less than ten thousand dollars (\$10,000) singly or in the aggregate during any fiscal year and, except as otherwise provided, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase.
- (c) Purchases of \$10,000 and above. A description of all projects or purchases, except as otherwise provided, which require the expenditure of City funds of ten thousand dollars (\$10,000) or more shall be prepared and submitted to the City Manager for authorization to call for bids or proposals. After the determination that adequate funds are budgeted and available for a purchase, the City Manager or designee may approve a Purchase Order and may authorize to advertise for bids or proposals and to accept only sealed bids.

Section 3. Exceptions. Exceptions to the City's purchasing limits set forth in the Lakeland Municipal Code § 5-404 shall be amended to the following:

- a) Sole source of supply or proprietary products as determined after complete search by the City Manager or designee, after which the City Manager shall provide notification to the Board.

ORDINANCE 13-184
AN ORDINANCE OF THE CITY OF LAKE LAND TO ESTABLISH A MUNICIPAL
PURCHASING POLICY FOR THE CITY OF LAKE LAND
AND AMEND PURCHASING LIMITS

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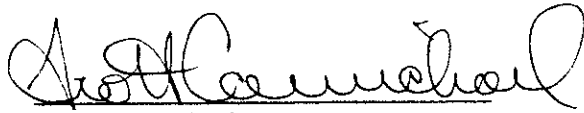
- b) Emergency expenditures with subsequent approval of the City Manager or designee in accordance with the provisions herein.
- c) Purchases from instrumentalities created by two or more cooperating governments.
- d) Purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods or services specifically to municipalities.
- e) Purchases, leases, or lease-purchases of real property.
- f) Purchases, leases, or lease-purchases from any federal, state, or local governmental unit or agency, of second-hand articles or equipment or other materials, supplies, commodities, and equipment.
- g) Purchases through other units of governments as authorized by T.C.A. 6-56-301 et seq.
- h) Purchases directed through or in conjunction with the State Department of General Services.
- i) Purchases from Tennessee State industries.
- j) Professional service contracts as provided in T.C.A. 29-20-407.
- k) Tort Liability Insurance as provided in T.C.A. 12-4-407.
- l) Purchases of perishable commodities.
- m) Professional services as provided in Consultant Selection Policy for Projects funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation (Local Government Guidelines Form 1-2)

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and this ordinance shall be effective upon date of adoption.

First Reading: December 03, 2012
Public Hearing: December 18, 2012
Final Reading: January 03, 2013

ORDINANCE 13-184
AN ORDINANCE OF THE CITY OF LAKELAND TO ESTABLISH A MUNICIPAL
PURCHASING POLICY FOR THE CITY OF LAKELAND
AND AMEND PURCHASING LIMITS

FILE COPY



Scott Carmichael, Mayor

ATTEST:



Sontida L. Thomas, CMC
City Recorder

City of Lakeland Purchasing Policy

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The City of Lakeland, Tennessee intends to purchase goods and services of high quality consistent with the expected use at the most reasonable cost.

The purpose of the City of Lakeland Purchasing Policy is to provide guidance for all department and purchasing personnel involved in the procurement process.

This policy applies to all City personnel involved in the procurement process and to all City purchases, including the General Fund and Sewer Fund, and any additional funds subsequently established following passage by ordinance.

Competitive Procurement.

Purchases less than \$2,500. Competitive bids or quotations for the purchase of items which cost less than twenty-five hundred dollars (\$2,500) are desirable but not mandatory. All purchases must be authorized by Purchase Order approved by the City Manager unless otherwise specifically exempt.

Purchases of \$2,500 and above, but less than \$10,000. Purchases, leases, and lease purchases of twenty-five hundred dollars (\$2,500) and above, and less than ten thousand dollars (\$10,000) singly or in the aggregate during any fiscal year and, except as otherwise provided, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase.

Purchases of \$10,000 and above. A description of all projects or purchases, except as otherwise provided, which require the expenditure of City funds of ten thousand dollars (\$10,000) or more shall be prepared and submitted to the City Manager for authorization to call for bids or proposals.

The award of purchases, leases, or lease-purchases of ten thousand dollars (\$10,000) or more shall be authorized by the Board of Commissioners, hereinafter "the Board" to the lowest and best responsible bidder.

The City Manager may approve the procurement of goods or services authorized in the fiscal year budget, or subsequent budget amendment, and purchases that are routine to City operations

City of Lakeland Purchasing Policy

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provided that the purchase, lease, or lease-purchase does not impose any substantial long-term consequences upon the City.

The transaction involving purchases, leases, or lease-purchases of ten thousand dollars (\$10,000) or greater shall be evidenced by written contract.

Exceptions. Upon the written recommendation of the City Manager that it is clearly to the advantage of the City not to contract with competitive bidding, the Board may authorize noncompetitive contracts by resolution adopted unanimously by members present.

Purchases amounting to ten-thousand dollars (\$10,000) or greater, which do not require public advertising and sealed bids or proposals, may be allowed only under the following circumstances and, except as otherwise provided herein, when such purchases are authorized by the governing body:

- Sole source of supply or proprietary products as determined after complete search by the City Manager or designee, after which the City Manager shall provide notification to the Board.
- Emergency expenditures with subsequent approval of the City Manager or designee in accordance with the provisions herein.
- Purchases from instrumentalities created by two or more cooperating governments.
- Purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods or services specifically to municipalities.
- Purchases, leases, or lease-purchases of real property.
- Purchases, leases, or lease-purchases from any federal, state, or local governmental unit or agency, of second-hand articles or equipment or other materials, supplies, commodities, and equipment.
- Purchases through other units of governments as authorized by T.C.A. 6-56-301 et seq.
- Purchases directed through or in conjunction with the State Department of General

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Services.

- Purchases from Tennessee State industries.
- Professional service contracts as provided in T.C.A. 29-20-407.
- Tort Liability Insurance as provided in T.C.A. 12-4-407.
- Purchases of perishable commodities.
- Professional services as provided in Consultant Selection Policy for Projects funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation (Local Government Guidelines Form 1-2)

Sealed bids or proposals. Sealed bids are required on purchases of \$10,000.00 or more. Bids must be advertised in a local newspaper of general circulation not less than five days before bid opening date.

All solicitations of offers shall clearly set forth all requirements which vendors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Recording Bids. A summary of bids form should be used to record all bids. The form should be included in the information presented to the Board for consideration of award of the bid. All bids should be opened in public at a specified time. Late bids should not be accepted or opened.

Rejection of bids. The City Manager may reject any and all bids when in the City's best interest. The City shall have the authority to reject any and all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.

The City shall not accept the bid of a vendor or contractor who is in default on the payment of any taxes, licenses, fees, or other monies of whatever nature that may be due the City by said vendor or contractor.

City of Lakeland Purchasing Policy

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Electronic Bidding, Invitations to Bid, Requests for Proposals and other Solicitations. Any authorized agent purchasing on behalf of the City may satisfy any requirement for mailing by distributing invitations to bid, requests for proposals and other solicitations electronically.

The authorized agent may receive bids, proposals, and other offers electronically. Small businesses and minority-owned businesses shall not be required to receive or respond to invitations to bid, requests for proposals, or other solicitations electronically as provided in T.C.A. 12-3-704.

Competitive Sealed Proposals. The City may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the City Manager or designee, acting under the restrictions and requirements of T.C.A. 12-3-10, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City as provided by the City's Purchasing Policy.

The following conditions for use apply to purchases where competitive sealed proposals may be used in place of competitive bidding.

- a) Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase; and
- b) When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or
- c) When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.

Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.

The award shall be made to the responsible proposer whose proposal the Board determines is the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation.

Purchase Orders. A pre-numbered Purchase Order form must be submitted prior to the purchase of any item, except as designated by the City Manager or designee, or otherwise provided within the City of Lakeland Purchasing Policy.

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Purchase authorization by email or telephone. E-mail and phone authorizations may be made in cases where, due to being out of the office, timely authorization is not possible. The City Manager shall appoint the authorizing person.

Sole-source and proprietary purchasing. Sole-source or proprietary purchasing shall only be used when a vendor providing a good or service is the only source wherein no other acceptable substitutes or alternatives are available.

Emergencies. Emergency purchases are essential purchases to be made only when normal functions and operations of the City would be hampered by purchasing in the regular manner, or where property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., and are needed immediately.

Competitive procurement according to the guidelines in the City's Purchasing Policy should be used when possible in emergencies.

Direct Payments. Purchases made for recurring services, most notably telephone, internet, and utility services, do not require the use of a purchase order when authorized by the City Manager or designee in advance.

Blanket Purchase Orders. Blanket purchase orders may be used in circumstances wherein purchases from vendors are made for small or routine purchases, authorized at the first of each month, provided that the amount is less than \$250 per item.

Delegated Purchasing Authority. Purchases up to \$500 may be authorized by a designated Supervisor. The City Manager may designate the persons who can authorize up to \$500 in purchases.

Gasoline. The City Manager or designee may authorize the purchase of gasoline for City vehicles at gas stations within the Lakeland City Limits without a Purchase Order.

Use of City's Credit Card and Petty Cash Fund. Purchases of items that cost less than \$40 from businesses that do not issue invoices or have charge accounts may be made by either credit card or withdrawals from the petty cash fund.

The agent designated by the City Manager is solely responsible for any withdrawals from the

City of Lakeland Purchasing Policy

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petty cash fund.

Purchases made by credit card must comply with the City's policy governing the use of credit cards.

The City Manager or designee may authorize the use of debit or purchasing cards, and designate City personnel authorized to make purchases using said debit or purchasing cards in accordance with the same provisions in the City's policy governing the use of credit cards.

Invoices. All invoices for services or products must be signed as received by the person receiving the equipment or service before the City releases funds to a vendor.

All vendor checks for City purchases shall be mailed to the vendor address on file.

Exceptions under special circumstances must be approved by the City Manager or designee.

Ethics. City employees involved in the procurement process, as in any other area of City operations, shall behave according to the highest ethical and professional standards in their affairs, conducting such business with the utmost concern for and consideration of the public's trust in the City. In accordance with maintaining the public's trust, any ethical impropriety or the perception thereof should be avoided in all business involving the City of Lakeland.

As an employee of the City of Lakeland, all City employees shall notify their supervisor as well as the City Manager if the employee has any knowledge of another employee of the City violating any provision of the City's Purchasing Policy or any other unethical or unprofessional behavior immediately upon receiving such information.

Conflict of Interest. No purchase shall be made from, nor any contract for purchase of services made with any person, firm, or corporation in which any officer or employee of the City has a direct financial interest except when such person, firm, or corporation is the sole source for such goods or services in Shelby County, Tennessee. In such instances, all purchases shall be subject to prior approval by the City Manager, any direct financial interest having been disclosed to the City Manager prior to authorization for the purchase.

Any indirect financial relationship with any person, firm, or corporation in which the City purchases goods or services shall be disclosed to the City Manager or designee.

City of Lakeland Purchasing Policy

No officer or employee of the City shall accept directly or indirectly any fee, rebate, money, or other thing of value from any person, firm, or corporation employed by or doing business with the City, except on behalf of and for the use of the City, or in accordance with the exception herein above set forth.

Responsibility for Purchasing and Record-keeping. The City Manager or designee shall be responsible for acting in accordance with the City of Lakeland Purchasing Policy, the procedures therein required, and the general law provisions of the Municipal Purchasing Law of 1983, as amended, including keeping and filing required records and reports, as if they were set out herein and made a part the City's Purchasing Policy.

ORDINANCE O-19-2023

AMENDING TITLE 5, CHAPTER 4 OF THE LAKELAND MUNICIPAL CODE TO
CONFORM WITH TENN. CODE ANN. § 6-19-104

WHEREAS, Public Chapter 54 recently amended the City's charter (T.C.A. § 6 -19-104) by increasing the dollar amount for public advertisement and competitive sealed bids from \$10,000.00 to \$25,000.00; and

WHEREAS, Public Chapter 54, effective March 21, 2023, amends the City's charter (T.C.A. § 6 -19-104) by increasing the dollar amount for public advertisement and competitive sealed bids from \$10,000.00 to \$25,000.00; and

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

Section 1. Section 5-402 of the Lakeland Municipal Code shall be deleted and replaced with the following language:

Purchasing limits requiring sealed bids. Except as otherwise provided in Section 5-403 or Tennessee law, all purchases for the City of Lakeland, Tennessee of Twenty-Five Thousand Dollars (\$25,000.00) or more shall require formal sealed bids.

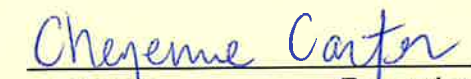
Section 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

Section 3. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: December 21, 2023
Public Hearing: January 4, 2024
Final Reading: January 4, 2024

ATTEST:


Josh Roman, Mayor


Cheyenne Carter, City Recorder

4.1.2. Competitive procurement

- 4.1.2.1. Purchases less than \$2,500 – competitive bids or quotations for the purchase of items which cost less than \$2,500 are desirable but not mandatory. All purchases must be authorized by a purchase order approved by the City Manager, unless otherwise specifically exempt.
- 4.1.2.2. Purchases of \$2,500 and above, but less than \$10,000 – purchases, leases, and lease purchases of \$2,500 and above, and less than \$10,000 singly or in the aggregate during any fiscal year and, except as otherwise provided, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase.
- 4.1.2.3. Purchases of \$10,000 and above require Board of Commissioners approval. Purchases of \$25,000 and above require:
 - 4.1.2.3.1. A description of all projects or purchases, except as otherwise provided in this chapter, which require the expenditure of City funds of \$25,000 or more shall be prepared and submitted to the City Manager for authorization to call for bids or proposals.
 - 4.1.2.3.2. The award of purchases, leases, or lease purchases of \$25,000 or more shall be authorized by the Board of Commissioners to the lowest and best responsible bidder.
 - 4.1.2.3.3. The City Manager may approve the procurement of goods or services authorized in the annual operating budget, or subsequent budget amendment, and purchases that are routine to City operations provided that the purchase, lease, or lease-purchase does not impose any substantial long-term consequences upon the City
 - 4.1.2.3.4. The transaction involving purchases, leases, or lease-purchases of \$25,000 or greater shall be evidenced by written contract.
- 4.1.2.4. Exceptions
 - 4.1.2.4.1. Upon the written recommendation of the City Manager that it is clearly to the advantage of the City not to contract with competitive bidding, the Board may authorize noncompetitive contracts by resolution adopted unanimously by members present.
 - 4.1.2.4.2. Purchases amounting to \$10,000 or greater, which do not require public advertising and sealed bids or proposals, may be allowed only under the following circumstances and, except as otherwise provided herein, when such purchases are authorized by the governing body:
 - 4.1.2.4.2.1. Sole source of supply or proprietary products as determined after complete search by the City Manager or designee, after which the City Manager shall provide notification to the Board.
 - 4.1.2.4.2.2. Emergency expenditures with subsequent approval of the City Manager or designee in accordance with the provisions herein.
 - 4.1.2.4.2.3. Purchases from instrumentalities created by two or more cooperating governments.
 - 4.1.2.4.2.4. Purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods or services specifically to municipalities.
 - 4.1.2.4.2.5. Purchases, leases, or lease-purchases of real property.
 - 4.1.2.4.2.6. Purchases, leases, or lease-purchases from any federal, state, or local governmental unit or agency, of second-hand articles or equipment or other materials, supplies, commodities, and equipment.
 - 4.1.2.4.2.7. Purchases through other units of governments as authorized by T.C.A. 6-56-301 et seq.
 - 4.1.2.4.2.8. Purchases directed through or in conjunction with the State Department of General Services.
 - 4.1.2.4.2.9. Purchases from Tennessee State industries.



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Ordinance - First Reading** - approving the application to rename the Lakeland Athletic Complex to the Brody Townsend Athletic Complex.
Sponsored by Mayor Roman, Vice Mayor Dial, Commissioner Atkinson, Commissioner Johnston and Commissioner McCarter

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-10-2024.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

Pursuant to the Facility Naming Policy that was amended by the Board of Commissioners via Resolution R-62-2022, an application has been filed to rename the Lakeland Athletic Complex, located at 9661 Memphis-Arlington Road, Lakeland, TN 38002, to the Brody Townsend Athletic Complex. The application was brought before the Parks and Recreation/Natural Resource Advisory Board at the regularly scheduled meeting on November 12, 2024. The PRB unanimously voted to recommend this application to the BOC for approval.

ORDINANCE O-10-2024

APPROVING THE APPLICATION TO RENAME THE LAKELAND ATHLETIC COMPLEX
TO THE BRODY TOWNSEND ATHLETIC COMPLEX

WHEREAS, the Facility Naming Policy was last amended by the Board of Commissioners via Resolution R-62-2022; and,

WHEREAS, an application has been filed to rename the Lakeland Athletic Complex located at 9661 Memphis-Arlington Road, Lakeland, TN 38002 in memory of Brody Townsend; and,

WHEREAS, all requirements of the Facility Naming Policy have been met, including a unanimously passed recommendation of approval vote at the November 12, 2024 regular meeting by the Parks and Recreation/Natural Resource Advisory Board to the Board of Commissioners; and,

WHEREAS, the new name of the facility will be the Brody Townsend Athletic Complex:

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

SECTION 1. the Lakeland Athletic Complex shall be renamed to the Brody Townsend Athletic Complex.

SECTION 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 3. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: December 5, 2024

Public Hearing: January 16, 2025

Final Reading: January 16, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



PARKS AND RECREATION FACILITY NAMING POLICY

FACILITY NAMING APPLICATION

Purpose:

The City of Lakeland values community in the naming of a Parks and Recreation facility. This policy provides the process and guidelines for the permanent naming of a Parks and Recreation Department operated park, facility, or amenity (collectively asset). Public participation is an integral part of this process, but the final decision is made by the City of Lakeland Board of Commissioners (BOC).

Naming of a park, facility, or amenity under this policy is distinguishable from the sponsorship of such park, facility, or amenity in that a sponsorship is the naming of an asset only for a specified period of time.

Restrictions:

- The name shall not duplicate any other asset.
- The name shall not endorse or advocate any religious, personal, or political belief or position.
- Once named, an asset will not be re-named without extraordinary reason.
- A person for whom an asset is being named shall:
 - Be deceased for 3 years in the case of adults.
 - Have made a positive impact on or significant gift to the City of Lakeland.
- Applicants must agree to fund the replacement or creation of any signage necessary for such a name change.
- Application will be considered in the following categories:
 - Outstanding Individual with sustained contributions to the community.
 - Historical Event, Person, Place
 - Natural or Geographic Feature in the area
 - Benefit/Organization Acknowledging a major gift to the community.

Procedure:

The application for Facility Naming shall be as follows:

- The Official Facility Naming application shall be filled out and the accompanying signatures in support of the facility naming from Lakeland residents shall be collected.
 - No less than 30 signatures must be collected
 - No less than 50% of the signatures must be from residents within a 3-mile radius of the asset in question.
- The application shall be submitted to the Parks and Recreation Director.
- The application shall be forwarded to the Parks and Recreation / Natural Resources Advisory Board (PRB) no less than 7 days prior to the next regularly scheduled meeting.
- The PRB will review and vote on recommendation or denial of the naming of the facility to the BOC.
 - The PRB may also vote to defer the application to the next meeting, request more information from the applicant or clarification of the application.
- Should the application be recommended to the BOC, the application will be forwarded to the BOC at the next regularly scheduled work session for discussion and comment.
 - The application cannot be placed in the consent agenda during the regularly scheduled work session as to allow for two periods of public comment prior to a vote.
- Any and all other allowable motions or directives made by the BOC will be permissible.
- Notice to the public of the application will be made through:
 - City email and/or social media
 - Signage posted at the site



FACILITY NAMING APPLICATION

Applicant Information:

Applicant Name: Jessica Cannon

Mailing Address: 10233 Ramble Wood Dr.

City: Lakeland State: TN ZIP: 38002

Home Phone: _____

Mobile Phone: 615-336-7595

Email: jessicadannon@gmail.com

Organization: _____ Non-Profit ☐

Proposed Name / Change:

Current Asset Name: Lakeland Athletic Complex

Asset Address/Location: 9661 Memphis-Arlington Rd.

Suggested Name: Brady Townsend Athletic Complex

Category:

- ☒ Outstanding Individual(s)
☐ Historical Event, Person, Place
☐ Natural or Geographic Feature in the area
☐ Benefit/Organization Acknowledging a major gift to the community.
☐ Other:

Please provide a written narrative that supports the nomination for consideration. If proposing to name an asset after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of Lakeland.

See Attached

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

Proposal to Rename Lakeland Athletic Complex in Memory of Brody Townsend

I am proposing to honor the memory of Brody Townsend, a beloved member of Lakeland, by renaming The Lakeland Athletic Complex to the Brody Townsend Athletic Complex, in his honor. Brody was an inspiring young man whose life and resilience touched many. Renaming this park would provide a lasting tribute to his strength, love for sports, and the impact he had on our community.

Brody was known for his passion for sports; he played everything from soccer, baseball and football, to running cross country & swimming. While a fierce competitor, he could often be found encouraging others, pushing friends to give their best, and embodying a true team spirit. Even during his battle with cancer, Brody continued to show unwavering strength, often encouraging friends and family to “toughen up” and face life’s challenges with resilience.

Through his courage, Brody united the community, teaching everyone the value of perseverance and the importance of lifting each other up. At just nine years old, he reminded us to find strength even in difficult times, and that lesson remains a lasting legacy. Renaming the athletic complex after Brody, would provide our community with a space that commemorates his joyful spirit and enduring impact.

Since Brody's passing, community members have expressed a desire to honor him in a way that reflects his love for sports, courage, and contributions to the community. Lakeland residents participate in the Chad Tough run each year in Brody’s memory; Lakeland Prep now has the annual Brody Classic baseball game; runners honor him in the St. Jude Marathon each year as well. Numerous residents, friends, and family members have voiced strong support for renaming the Lakeland Athletic Complex to celebrate Brody’s memory. Attached to this proposal is a petition signed by community members who believe in the importance of this tribute.

Benefits of Renaming the Park

1. **A Space for Healing and Remembrance:** The park will serve as a comforting place for family, friends, and community members to reflect and honor Brody.
2. **A Community Landmark for Inspiration:** The renamed park would be a testament to Brody's spirit, reminding us of his strength, to #toughenup, and inspiring future generations to embody similar courage and compassion.
3. **A Tribute to Brody’s Love for Sports:** The park would continue to be a gathering place for sports and play, reflecting his passion and encouraging young athletes to persevere, build friendships, and enjoy the games he loved.

Renaming the Lakeland Athletic Complex in honor of Brody will be a meaningful way to celebrate his life, passion, and enduring impact on the Lakeland community. I respectfully submit this proposal to establish a lasting tribute that reflects the spirit, strength, and unity he brought into our lives.

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Jessica Cannon	10233 Ramblewood Dr.	615-336-7595	
Krista York	10211 Ramblewood Dr.	901-857-1848	
Cassidy Alexander	10210 Ramblewood Dr	901-481-0756	
Greg Williams	10232 Ramblewood Dr	901-845-3052	
Amy Foster	10293 Oak Bank Cx	518 586 1016	
David Foster	10293 Oak Bank Cx	901-356-6455	
Jaime Hathcock	10195 Woodbrook Cr	901-598-5978	
Phillip Hathcock	10195 Woodbrook Cr	901-859-2339	
Ricky Jainez	10189 Woodbrook Cr	901-626-7442	
Ann Stigler	10205 Woodbrook Cr	901 491 3413	
Janice Cheston	10189 Woodbrook Cir	901-826-0209	
Jennifer Cheston Owens	10189 Woodbrook Cir	901-828-5525	
Ashley Strigler	10205 Woodbrook Cir	901-491-7724	
Zachary Perry	10173 Woodbrook Cir	901-338-1679	
Wendy R. Perry	10173 Woodbrook Circle	901-867-1944	

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Jenny Kiesel	9377 Fir Hill Dr. N	901-603-9558	Jenny Kiesel
Jeremy Burnett	4020 Canada Road	901-634-2301	Jeremy Burnett
Andrea Valentine	4060 Duck Hill Cove	901-240-0089	Andrea Valentine
Vegan Valentine	4060 Duck Hill Cove	901-499-7968	Vegan Valentine
Brad Spencer	9484 Canabridge Dr	901-491-1500	Brad Spencer
Rachel Spencer	9484 Canabridge Dr	901-461-5128	Rachel Spencer
Michelle Childs	110 Pine Hill Cove S	901-623-4693	Michelle Childs
Trey Childs	4110 Pine Hill Cove S	901-425-6773	Trey Childs
Jamie Johnson	4992 Swan Hill Dr.	901-230-3660	Jamie Johnson
Karis Kennedy	9677 Cutter Ln.	901-337-8098	Karis Kennedy
Rhonda Barkley	4112 Swan Hill	901-355-6764	Rhonda Barkley
Brian True	4094 E Fir Hill Dr	901-331-0664	Brian True
Cotton True	4094 E Fir Hill Dr.	901-613-8222	Cotton True
Sara Valentine	4064 Duck Hill Cv	901-647-0343	Sara Valentine
Joseph Green	9431 Owl Hill Drive	901-412-5349	Joseph Green
Wesley Wright	4063 Fir Hill Drive East	901-440-4983	Wesley Wright

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Kyndal Peterson	4604 Pine Hill Cvs	901 351 8087	Kyndal Peterson
Brandon Peterson	4064 Pine Hill Cvs	901 484 0400	Brandon Peterson
Lauren Lemmons	9191 Eagle Hill Cove	901 907 7722	Lauren Lemmons
Jonathan Lemmons	4191 Eagle Hill Cove	901 438 6785	Jonathan Lemmons
Kimberly Hallum	9399 Fir Hill Dr N	901 834 1994	Kimberly Hallum
Warren Hallum	9399 Fir Hill Dr N	901 834 1993	Warren Hallum
Andrew Hallum	9399 Fir Hill Dr N	901 834 0257	Andrew Hallum
Avery Valentine	4064 Dicks Hill Cv	901 530 3152	Avery Valentine
CASEY TRUE	4094 E Fir Hill Dr	901 831 4488	CASEY TRUE
Kara Manis	9454 Owl Hill Dr	901 857 5225	Kara Manis
Valerie Sanchez	9348 Owl Hill Dr.	(901) 481-6238	Valerie Sanchez
Joan H Spaulding	9348 Owl Hill Dr	(901) 355-7935	Joan H Spaulding
Joan F R Spaulding	92285 Herons Pond Ln	901-827-9473	Joan F R Spaulding
Sohil Harrington	9338 Owl Hill	901-351-8026	Sohil Harrington
Heather Harrington	9338 Owl Hill	901-921-8868	Heather Harrington
Patricia Aguilar	9289 Owl Hill	(901) 606-5747	Patricia Aguilar

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Lindsey Townsend	10179 Woodbrook Circle	901-212-7380	Lindsey Townsend
Morgan Jones	10187 Mackwood Dr.	901-356-0579	Morgan Jones
Heather McClintock	10158 Mackwood	901-826-2268	Heather McClintock
Caroline Yoder	10181 Gillespie Oak Dr.	901-219-1078	Caroline Yoder
Lindsey Chugden	4488 Mt. Gillespie Dr.	425-444-3919	Lindsey Chugden
Stacy Craft	10144 Woodbrook Dr	731-394-3165	Stacy Craft
Stephanie Jacobson	10459 Mt. McKenzie Rd.	901-355-1592	Stephanie Jacobson
Amanda Stone	10264 Maple Run Dr.	832-283-5060	Amanda Stone
Jeremy Stone	4003 Midwood Oak Dr	731-695-2114	Jeremy Stone
Cassie Speke	4498 Colwood Dr.	901-355-7947	Cassie Speke
Chloe Speke	" "	901-350-8321	Chloe Speke
Allie Tinnin	10509 Pilegrimage Rd.	901-349-7099	Allie Tinnin
	10507 Pilegrimage Rd	701-461-1931	
	10501 Pilegrimage Rd	901-619-3679	

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Christopher A. Perry	10173 Woodbrook Circle	901-483-8491	Christopher A. Perry
Kathy Lofton	10183 Woodbrook Circle	901-484-5949	Kathy Lofton
MARK PITTS	10187 Mackwood Dr	901-356-0982	Mark Pitts
Rachel Gross	10191 Herons Landing Cv.	901-857-9371	Rachel Gross
Penny Wilkins	10034 Pointe Cv	901-335-4788	Penny Wilkins
Mark Wilkins	10034 Pointe Cv.	901-305-0815	Mark Wilkins
Kembree Darakshani	10306 Herons Ridge Cove	901-210-4100	Kembree Darakshani
Judson Maxwell	10165 Mackwood Dr	901-356-8481	Judson Maxwell
Jessica Maxwell	10165 Mackwood Dr	901-288-4676	Jessica Maxwell
James DeBose	10177 Mackwood Dr	901-258-1146	James DeBose
Angela DeBose	10177 Mackwood Dr	901-661-3029	Angela DeBose
Whitney Moore	4129 Fir Hill Dr W	812-391-4285	Whitney Moore
Kyle Cannon	10233 Randelwood Dr	801-836-5406	Kyle Cannon

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

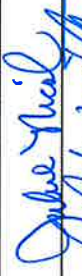
Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Jaclyn Houston	10195 Hampton Drive 38002	901 598 3079	Jaclyn Houston
Jonathan Houston	10195 Hampton Dr 38002	901 598 3079	Jonathan Houston
Kim Brooks	10513 Ashlyn Valley Dr	501-984-1817	Kim Brooks
Kimberly Turner	5228 Tun. Rose dr	901-552-6073	Kimberly Turner
Ryan Tullingham	5228 Tun. Rose dr	901-552-6073	Ryan Tullingham
Adriana Gortz	3805 Bent Meadows Ln	901 403 0244	Adriana Gortz
Liza Gussens	3032 Long Bridge Ln	901-262-1383	Liza Gussens
Ali AbuSaber	9407 Canabridge Dr	731-935-9569	Ali AbuSaber
Erin Miller	9445 Pleasantridge	904 566 1194	Erin Miller
Kristy Nguyen	4213 Henry Bridge	901 283-8977	Kristy Nguyen
Charles	9714 R. and S. Ave	201 573-3535	Charles
Brenna Shlangoski	4712 Lakeland Trace	502-744-0448	Brenna Shlangoski
Bryan Shlangoski	4712 Lakeland Trace	502-269-9470	Bryan Shlangoski
Adriana Rodriguez	5341 Evergreen Creek	901 444 2287	Adriana Rodriguez
Caitlin Williams	9089 Pleasantridge Rd	901 403 2937	Caitlin Williams

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
James Garcia	10180 Cedar Elm	901-219-9630	
Paula Garcia	10180 Cedar Elm	901-485-1601	
Sharon Locke	10208 Sprucewood Ct.	901-413-8156	
Dave Locke	10208 Sprucewood Ct.	901-734-5535	
Duncan Nicol	4730 Maple Forest Dr.	738-46-9622	
Julie Nicol	4720 Maple Forest	901-413-8157	
Cat Wright	4045 Potter Woods Cv.	901-494-7450	
Brett Wright	"	901-494-7450	
Mollie Wright	"	901-494-7450	
Jill Hoover	4236 Chalmette Dr	225-938-5886	
Jonathan Hoover	"	225-938-5884	
Staci Goforth	10211 Cedar Elm	901-628-4834	
Dan Goforth	10211 Cedar Elm	901-628-9823	

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

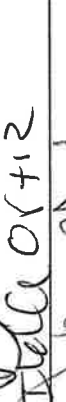
Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Ashley Pearcey	10385 Bentbrooke Dr	(901) 330-5259	
Kimlin Bar	1028 Old Brumfield Rd	901 734 7009	
Kristen Statton	3031 Landbridge Cv.	501-605-2679	
Hianny Adoo	9628 Silver Fox Cv.	901 304 3111	
Cue Hue	8930 Clair downie cove	901-403-0135	Cynthia Hearn
Hanh ngu	5177 Adagio Ln	907-827-9116	
Stacey Martin	10207 Maple Springs Cove	901-340-4300	Stacy Martin
Bill Alexander	10446 Riley River Rd.	901-461-7354	
Easton Peeler	4851 Grayson Gorge Rd	901-921-9978	Easton Peeler
Megan Dupuy	4835 Grayson Gorge Rd	225-936-5706	
Joy Poole	4849 Maple Walk Dr	901-828-4988	Joy Poole
John Murbloek	4805 Grayson Gorge Rd	615-618-2221	
Naissa Dehann	4871 Grayson Gorge Rd	901-428-7357	Naissa Dehann

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:
Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Drew Williams	9059 Pleasant Ridge	901 490 9610	
Daniel Ortega	10413 Loblolly View Ln	206-669-9406	
Jada Ortiz	3267 Wusket Dr	901 493 5109	
Jackie Dandino	9740 Pine Point Dr	901-340 1459	
Martha Dettan	4871 Grayson Gorge	901-488-3188	
Daniel Dettan	4871 Grayson Gorge	901-233-9439	
Stephen Carnes	4415 Mount Gillespie	812-701-0491	
Howell Tapp	9583 Salem Ter	901-687-0334	
Lena Noble	10111 Memphis Arlington Rd	(832) 298-2046	
Michael Moore	16169 Maple Run Drive	901 828 1701	
SPAWN THOMPSON	10087 C Hwy Dr.	509 307 0513	
Brian Thorne	10196 Maple Springs Cn	901 496-5013	

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:

Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Jennifer Cobb	5104 Moudry LN	901-233-0651	
Melissa Lancaster	9581 Elm Point Cove	901-301-8863	
Samantha Madersky	4129 Loch Meade Dr	901-210-0155	
Melinda Quillin	6439 Stewart	901-351-6742	
Gena Poole	3977 Blue Spruce Cir	901-277-5124	
Sydney Jenkins	9656 Shadow Green Ct	901-494-5538	
Keri Hoffman	9278 Laurel Hill	901-626-1179	
Tonya Carson	10067 Woodland Grove	901-487-5902	
Rachel Carson	10067 Woodland Grove	901-299-6016	
Jill Leel	10164 Woodbrook Dr	901-277-0749	
Tina David	10203 Sprucewood Ct	901-337-1356	
Angie Todd	3215 Yukon Drive	901-896-6537	

FACILITY NAMING APPLICATION - CITIZEN SUPPORT

Eligible members of the public who support the nomination:
Every person must include their name, address, phone number and signature

Name	Address	Phone Number	Signature
Kenley Scott	10326 Memphis Arlington	901 616 3685	
Adrienne Bregdon	3109 Knob Hill Road	901 424 7230	
Heather Bryant	10190 Maple Run Dr	901 389 7479	
Alice Hsiung	3148 Yukon Dr.	901-605-8890	
Cari Hawkins	3353 Bent Crest Cove	901-283-4848	
Marshall Barnes	4244 Swan Hill Drive	901-361-0200	
Jane Billen	4924 Maple Walk Dr.	864 377 0267	
Cindy Hurley	10254 Maple Run Dr	901-219-3753	
Kate Sendelbach	9420 Stewart Rd	662-316-5730	
Marie Thompson	10290 Morning Oak	901 431 6550	
Cathy Babu	4514 Colwood Dr	312-493-1516	
Amanda Morris	10492 Mt McKenzie	815-210-5091	



Every person must include their name, address, phone number and signature

[illegible]



Every person must include their name, address, phone number and signature

Page 57 of 209

RESOLUTION R-181-2024

ELECTING A VICE MAYOR AND APPOINTING BOARD OF COMMISSIONER
LIAISONS TO THE CITY OF LAKELAND'S BOARDS, COMMISSIONS, AND
COMMITTEES

WHEREAS, a Vice Mayor is to be appointed per section 6-20-202 of the City of Lakeland, Tennessee, charter, which states that "the Board shall choose from its membership a member to act in the absence, inability, or failure to act of the Mayor"; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, also desires to appoint individual Commissioners as liaisons to the City's various boards, commissions, and committees as may be in existence or formed from time to time:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Commissioner _____ is confirmed as Vice Mayor for the City of Lakeland, Tennessee; and,

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that liaison appointments are confirmed as follows:

Board of Appeals / Storm Water

Board of Appeals

Commissioner: _____

Community Advisory Board

Commissioner: _____

Industrial Development Board of
the City of Lakeland, TN
(non-voting liaison role)

Commissioner: _____

Lakeland School System

Board of Education

(non-voting liaison role)

Commissioner: _____

Municipal Planning / Design

Review Commission

Commissioner: _____

Parks and Recreation / Natural

Resources Board

Commissioner: _____

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - authorizing the reduction of Security for Public and Common Improvements for Lakeland Meadows Phase 1 Planned Development.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-178-2024.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

The final surface asphalt has been placed in Lakeland Meadows Phase 1. At this time, the developer is eligible for a reduction in security to cover the 1-year warranty of the asphalt. Staff recommends reducing the security from \$65,143.60 to \$10,000.00.

The Board of Commissioners accepted public improvements within Lakeland Meadows Phase 1 in October 2022. The 1-year warranty period for all improvements has expired except for the warranty on the asphalt.

RESOLUTION R-178-2024

AUTHORIZING THE REDUCTION OF SECURITY FOR PUBLIC AND COMMON IMPROVEMENTS FOR LAKELAND MEADOWS PHASE 1 PLANNED DEVELOPMENT

WHEREAS, Renaissance Development LLC issued a letter of credit to the City of Lakeland as a security for the construction of public and common improvements in Lakeland Meadows Phase 1 Planned Development; and,

WHEREAS, the Board of Commissioners accepted the public improvements on October 6, 2022 and reduced the security from \$143,657.68 to \$65,143.60; and,

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

WHEREAS, the City Engineer has reviewed the request for a reduction in security and recommends a reduction from \$65,143.60 to \$10,000.00:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to reduce the security for public and common improvements for Lakeland Meadows Phase 1 Planned Development from Sixty-Five Thousand One Hundred Forty-Three Dollars and Sixty Cents (\$65,143.60) to Ten Thousand Dollars (\$10,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - accepting Lot 9 in the Lakeland Town Square development (formerly known as Lakeland Commons) and authorizing the City Manager and the City Attorney to execute necessary documents.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-180-2024.

BUDGET IMPACT

There is no budgetary impact from this item.

DISCUSSION

The Lakeland Town Square Planned Development was approved with two civic lots, Lot 8 and Lot 9. The Board of Commissioners approved the dedication of Lot 8 to the City on November 7, 2024. While there has been discussion at previous Board meetings about Lot 9, no action has been taken by the City to accept ownership of Lot 9.

On October 10, 2024, the developer submitted a site plan application to the Municipal Planning Commission proposing the construction of an open air pavilion on Lot 9, which was approved. A permit application was also filed with Shelby County for the construction of the pavilion. The developer plans to construct the pavilion only if Lot 9 remains privately owned. If the City accepts ownership of Lot 9, all improvements and maintenance of the property will be at the cost of the City.

RESOLUTION R-180-2024

ACCEPTING LOT 9 IN THE LAKELAND TOWN SQUARE DEVELOPMENT
(FORMERLY KNOWN AS LAKELAND COMMONS) AND AUTHORIZING THE CITY
MANAGER AND THE CITY ATTORNEY TO EXECUTE NECESSARY DOCUMENTS

WHEREAS, the Developer of the Lakeland Town Square project agreed to dedicate to the City of Lakeland, Tennessee (the "City") two parcels which were identified on the October 12, 2018 master plan for the Tax Increment Financing ("TIF") as Dedication Parcel A and Dedication Parcel B; and,

WHEREAS, Dedication Parcel B is also shown as Lot 9 on the General Development Plan for the project; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee (the "Board") recognizes the utility and benefits of accepting Lot 9 (formerly known as Dedication Parcel B); and,

WHEREAS, the Board hereby authorizes the City Manager and City Attorney to execute all necessary documents to accept the dedication of Lot 9 at no cost to the City:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Board hereby authorizes the City Manager and City Attorney for the City of Lakeland, Tennessee, to execute all necessary documents to accept the dedication of Lot 9 at no cost to the City.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Application for Site Plan Approval

Case No. _____ Date of Application September 5, 2024

Name of Applicant Lakeland Commons, LLC (Vince Smith Jr.)

Address 355 Tara Ln., Memphis, TN 38111

Daytime Telephone Number (901) 489-5896 Fax Number _____

E-mail kakivs@gmail.com

Name of Property Owner Applicant

Address _____ Telephone Number _____

Name of Project Planning/Engineering Firm Integrated Land Solutions, PLLC

Name of Project Manager or Contact Person Cory Brady, PLA, AICP

Address 9967 Bentwood Creek Cv., Collierville, TN 38017

Telephone Number (901) 493-6996 Fax Number _____

E-mail corybrady@gmail.com

Name of Development Lakeland Commons, PMUD Parcel ID# L0150 00568

Location of Development Area B, Lot 9

Acreage 0.283 Acres Zoning District(s) PMUD (AG) Multiple Phases? _____ Check if YES

Total Gross Building Area _____ Floor Area Ratio (FAR) _____ No. of Parking Spaces Shared (Ex)

Amount of Open Space N/A Acres Open Space as Percent of Total Acreage N/A %

Have any variances been granted by the Board of Zoning Appeals? _____ If yes, provide description and date(s).

Approval requested (Check One): Preliminary ☐ Final ☒

Date of Preliminary Site Plan approval, if applicable _____


Applicants Signature

Sept. 26. 2024
Date

Property Owners Signature (if different from applicant)

Date

CITY OF LAKELAND
10001 Highway 70
Lakeland, TN 38002
Office: (901) 867-2716 Fax: (901) 867-2063
Email: Lwest@lakelandtn.org

www.lakelandtn.gov

PRE-APPLICATION CONFERENCE WITH CITY STAFF

At least thirty (30) days prior to filing any application for a Planned Development, the prospective applicant shall request a pre-application conference with the City.

SUBMITTAL AND MEETING TIMELINE

All applications must be submitted Thirty (30) days prior to the meeting of the Municipal Planning and Design Review Commission (MPDRC). The MPDRC meets on the second Thursday of every month unless otherwise posted. For the initial submittal, Three full size plan sets (24" x 36") as well as a digital copy of the application and accompanying plans are required. Additional plan sets may be required after subsequent staff review.

FEES

Municipal Planning Commission

<u>0 — five (5) acres</u>	\$500.00
<u>Six (6) — ten (10) acres</u>	\$750.00
<u>Over ten (10) acres</u>	\$1,000.00

Design Review Commission

<u>Less than one (1) acre</u>	\$200.00
<u>One (1) — two (2) acres</u>	\$300.00
<u>More than 2 acres</u>	\$400.00+\$20.00/ acre
<u>sign/fence</u>	\$100.00
<u>Appeal to DRC</u>	\$200 (Ord. 09-138)

INTEGRATED LAND SOLUTIONS, pllc

planning ▪ design ▪ landscape architecture

September 25, 2024

Paul Luker, AICP
Planning Director
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: Request for Site Plan Approval
Lakeland Commons Planned Mixed-Use Development (Lot 9, Area B)

Mr. Luker,

On behalf of the property owner and developer, I am requesting final site plan approval to permit an open-air, wood structured pavilion upon Lot 9, Area B of the Lakeland Commons PMUD as recorded in PB 296, PG 16 at the Shelby County Registers Office. The MLGW assigned address is 9791 Shady Village Lane. The proposed pavilion represents the final phase of development for the Lakeland Town Square. Upon approval and completion of construction, Lot 9, as improved, will be transferred to the City of Lakeland in accordance with all prior resolutions.

Please find enclosed the architectural elevations, materials composition, and landscape specifications for your review. Aside from minor cut and shift, no major grading or drainage improvements are required or proposed. The wood framed structure will be erected "on-grade" with no need for sewer, water or gas connection. Ambient lighting will be provided by a series of low voltage LED "string lights" as illustrated on the architectural renderings and the surrounding parking areas are adequately lighted by existing fixtures. Parking for the proposed business will be provided through the facility's existing shared parking arrangement with no additional spaces necessary. The landscape requirements outlined by the Lakeland Commons PMUD are met and a automated irrigation system will be installed accordingly.

Again, on behalf of the property owner and applicant, we look forward to discussing this proposal with staff and planning commission. If you should have any questions please do not hesitate to contact me at corybrady@gmail.com_or (901) 493-6996.

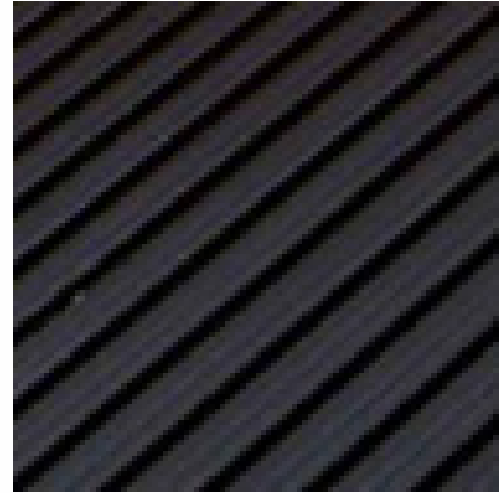
Respectfully,



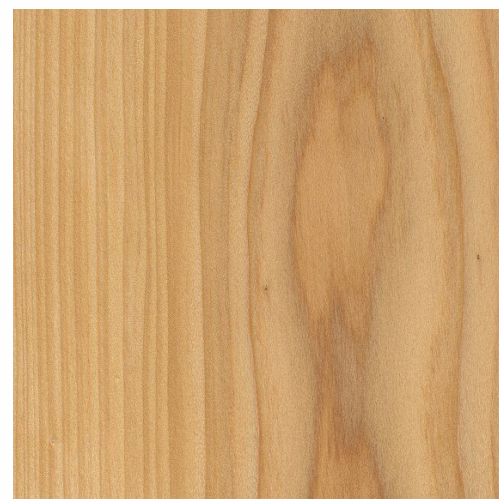
Cory Brady, PLA, AICP
Integrated Land Solutions, pllc



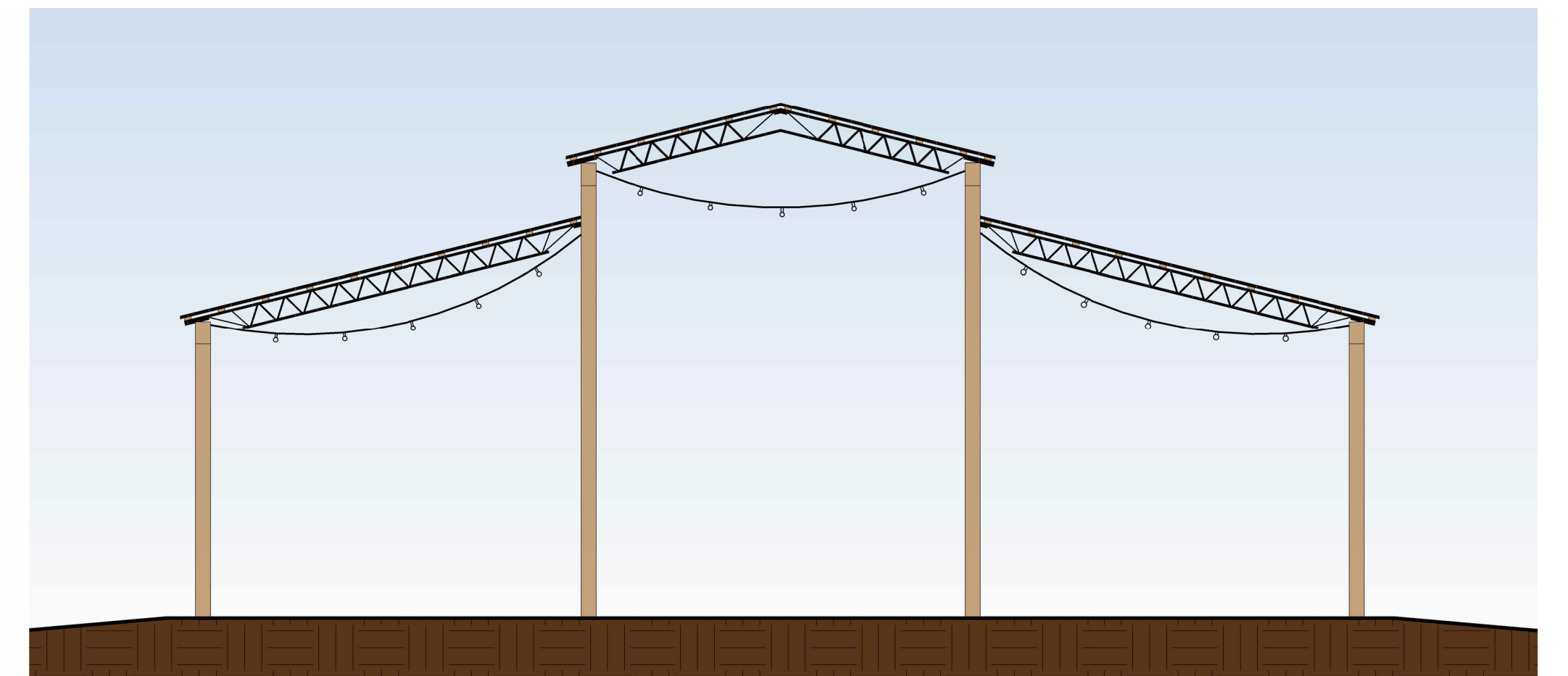
EXTERIOR GRADE
STRING LIGHTS



MBCI STANDING SEAM
METAL PANEL ROOFING
12" CLEAR, COLOR:
MIDNIGHT BRONZE

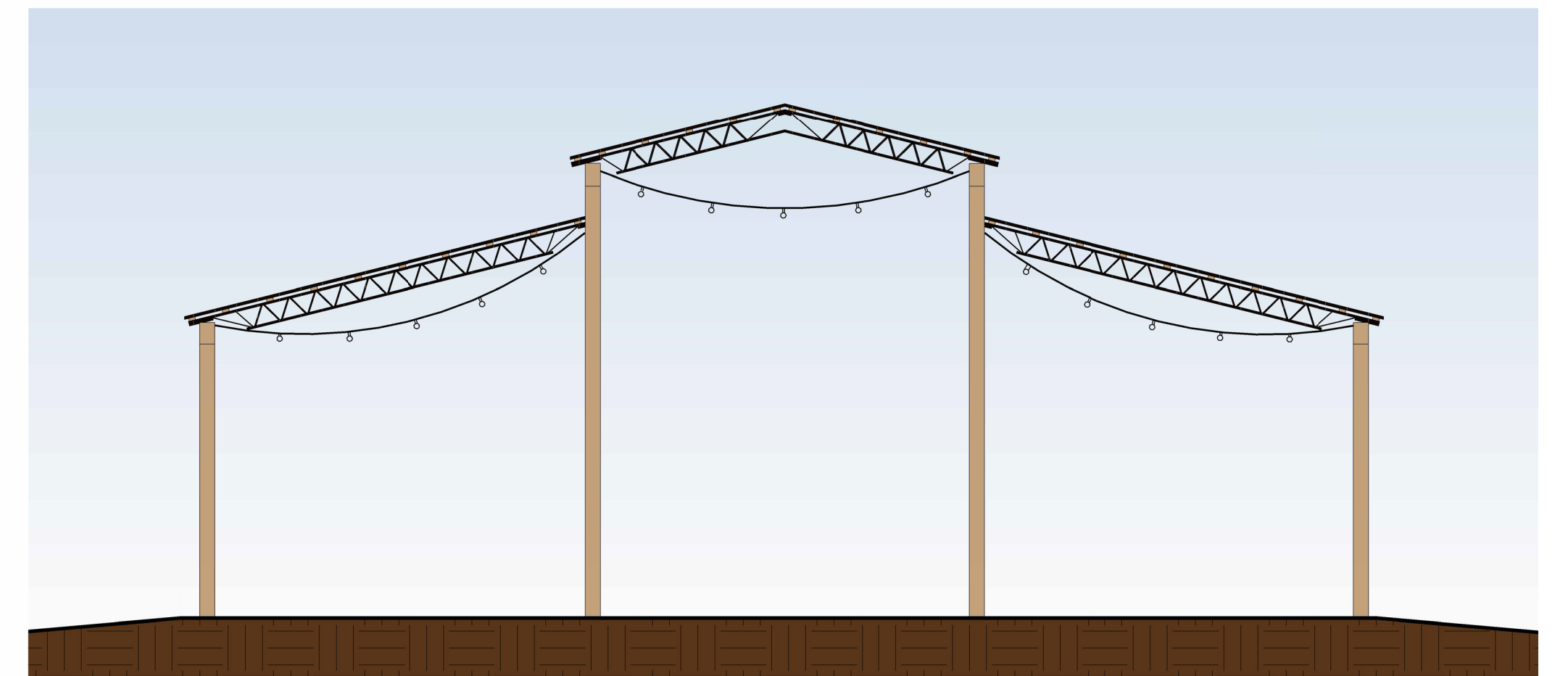


HEAVY TIMBER COLUMNS



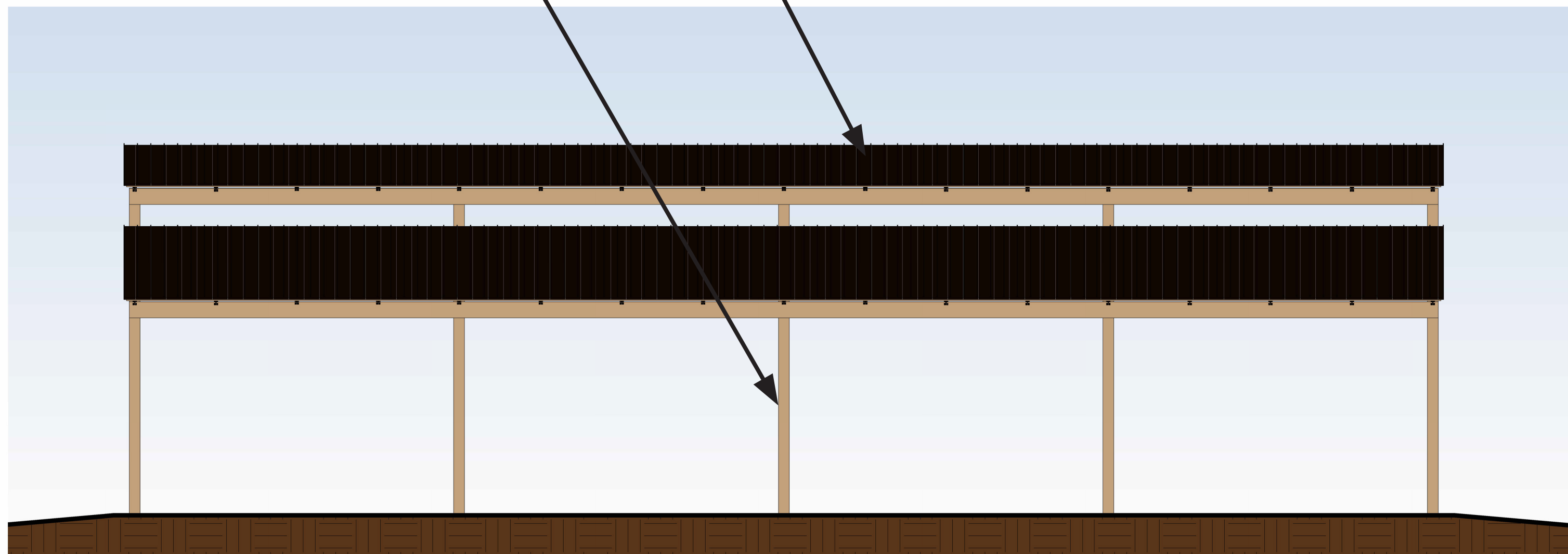
ELEVATION - WEST

1/8" = 1'-0"

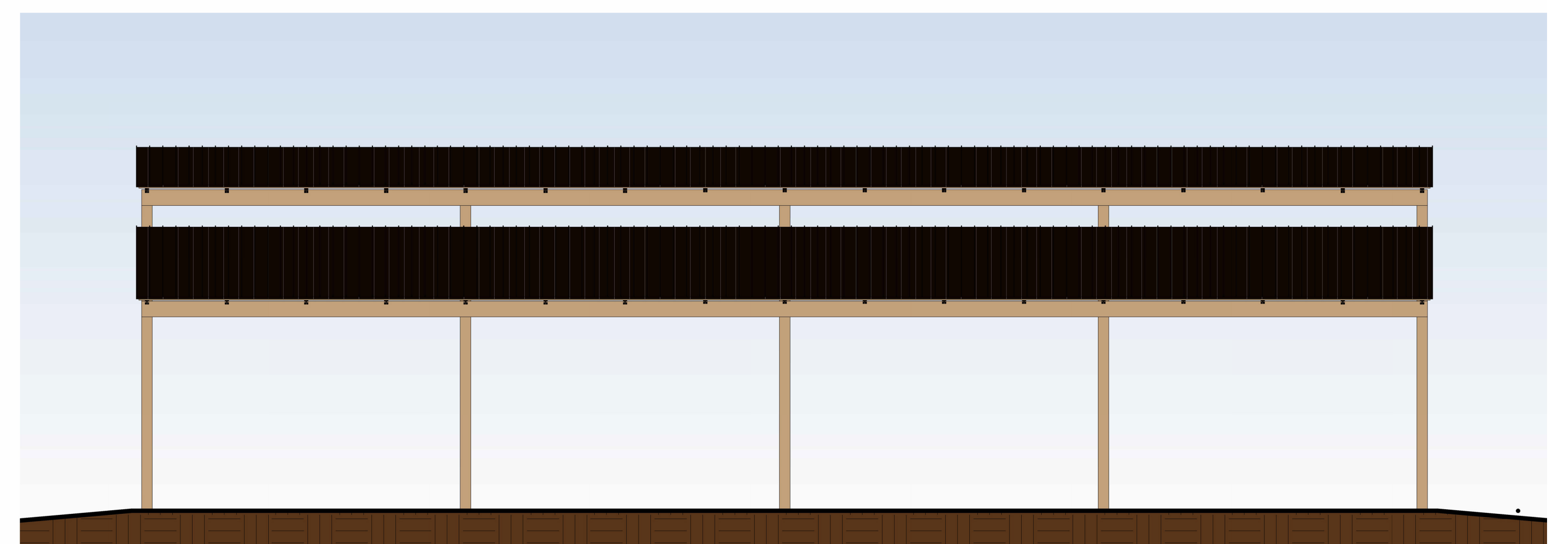


ELEVATION - EAST

1/8" = 1'-0"



ELEVATION - NORTH



ELEVATION - SOUTH

URBANARCH ASSOCIATES
DRC SUBMITTAL
JOB: 24033
DATE: 09/10/24
SCALE: 1/8" = 1'-0"

LAKELAND PAVILION

LOT 9 AREA B SHADY VILLAGE LANE
LAKELAND COMMONS PH.2
LAKELAND, TN 38002

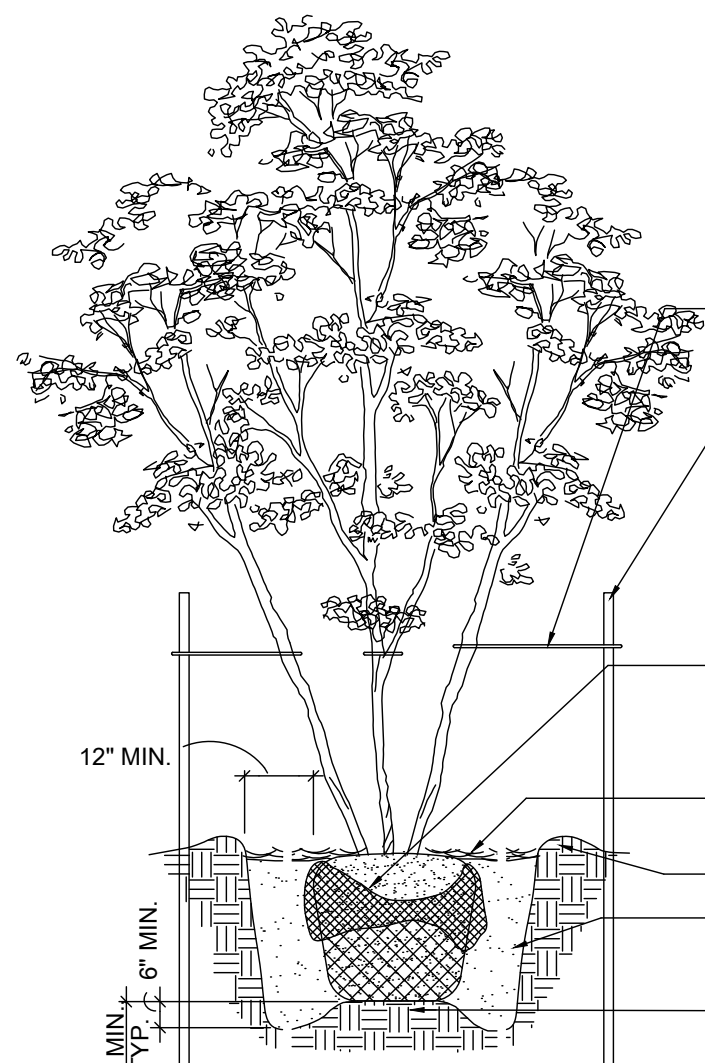
Urban
ARCH
associates, pc

GENERAL NOTES

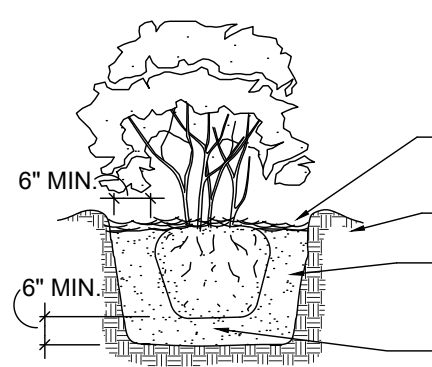
- This landscape plan was prepared using data provided by other professionals. This landscape plan intended to provide tree, shrub, and groundcover specifications only. Please refer to the civil engineer's and/or architect's plans as necessary for site related details and specifications. No guarantee of accuracy pertaining to the site plan elements illustrated is expressed or conveyed.
- All plant material shall conform to the standards of the "American Standard For Nursery Stock" as published by the American Association of Nurserymen.
- All trees, shrubs and ground covers shown on the landscape plan shall be installed as the species specified in the plant schedule unless requested in writing by the owner who reserves the right to substitute similar plant material. Subject to approval by the municipality.
- The landscape architect and the owner reserves the right to reject any or all planting materials which in their opinion do not appear to fit for this planting installation.
- Any substitutions or changes must be approved by the landscape architect.
- The plant quantities illustrated on the plan shall supersede the quantities listed in the plant schedule. The contractor shall be responsible for verification of plant quantities.
- Plant spacing is approximate. Space all shrubs equally to fill the intended space using the quantity illustrated.
- Plant sizes are minimums. The contractor shall meet all size requirements listed. No undersized plant material will be accepted. Any substitutions must be approved by the owner, landscape architect, and municipality.
- The landscape contractor shall locate a source for all planting materials prior to submitting a bid. A minimum of 1 in 10 plants of each plant species shall have a label attached providing the common and scientific name of said plant.
- All plants shall be vigorous, healthy material free of pests and disease. Use appropriate fertilizers in recommended quantities.
- The landscape contractor shall provide a one-year warranty on all materials from date of installation. The landscape contractor or the owner's designee shall be responsible for maintenance for one year. The name and contact information for the responsible party must be on file with the landscape inspector. The property owner is required by municipal ordinance to maintain the landscaping and grassed areas in good condition, thereafter.
- It is the landscape contractor's responsibility to verify with the general contractor that the subgrade preparation has been completed and four (4) inches of topsoil has been placed on all proposed lawn areas and planting beds. The landscape contractor shall not begin any planting / installation until the general contractor has completed the subgrade work and the topsoil has been installed.
- Any material that dies or defoliates prior to acceptance of the work will be promptly removed and replaced. Replacements shall also be guaranteed for a period of one year from date of installation.
- Utility locations illustrated are conceptual. The landscape contractor shall have all utilities located and identified prior to installation of any plant materials. Landscape material shall be adjusted accordingly where conflicts exist.
- The contractor assumes responsibility for any damages to such utilities incurred by his company. One Call= 811
- Prior to installation of sod, all proposed lawn areas shall be disked and raked smooth to a uniform grade as shown on the grading plan, be free of weeds and other debris, and the area fertilized as specified. After installation, sod shall be rolled at a sufficient rate to promote adequate root growth. All sod shall be laid within 24 hours of arriving at the site.
- Prior to the installation of any plant material, all bed areas shall be amended to provide a planting soil mix composed of 2/3 existing topsoil and 1/3 pro-mix, garden mix or equal. If the existing soil is composed of primarily clay, the existing soil shall be removed at a depth of 18" and replaced with pro-mix, garden mix or equal and tilled under to a 24" depth.
- A pre-emergent herbicide shall be applied to all shrub beds prior to the installation of plant material. The herbicide is to be applied per manufacturer's specifications and all state and local codes. Advise the owner of herbicide type and quality prior to application.
- Adjustments may be made to the plan to adapt to actual field conditions, avoid utility conflicts, or the obstruction of the sight triangle at access points or intersections.
- Mulch tree and shrub planting areas 3" deep immediately after installation. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.
- All plantings shall be thoroughly watered at the time of planting and as often thereafter as needed to keep the vegetation adequately hydrated.
- Stake / guy all trees only when necessary. When high winds or other conditions occur, the landscape contractor shall take whatever precautions he deems necessary to protect the survival and appearance of the plants. All ties must be removed at the end of the one-year warranty period.
- A 6-inch shovel cut bed edge shall be maintained along all landscape bed and tree well perimeters.
- No shrub or tree shall be planted within 3 feet of any fire hydrant, electrical transformer or mechanical unit. Adjust plant material as necessary accommodate actual field condition.
- Seasonal color and groundcover quantities refer to square footage. Space as required for species.
- Any areas that are not specified for plant material shall be covered with seed or sod as specified, including the area between the property line and the edge of pavement. These areas shall be properly loosened and amended to promote growth.
- Any banks, drainage ditches, or swales, must have a finished grade, be stabilized with sod, erosion control mat, stand of grass from seed or other approved technique, provide positive drainage with no pooling, and be easily maintained post construction. Coordinate with civil engineering plans and specifications.
- The contractor shall strictly follow ordinances, approved plans, planting details and notes.
- Adjust planting beds as needed to provide for and maintain proper positive drainage.
- All disturbed areas shall be seeded or sodded as specified.
- All ground mounted equipment or meters must be screened by landscaping, fencing or other approved measures to the satisfaction of staff, unless the equipment is required to maintain visibility and access, or adhere to other codes. Additional plant material may be required to screen utility equipment not shown on these plans.
- A fully automated, professionally designed irrigation system shall be installed having proper head to head coverage.
- Keep all irrigation lines and apparatus and landscape materials within the property boundaries, and out of city right-of-way. Except as otherwise required.
- Adjust irrigation spray to limit waste of water and prevent spray into street.
- Backflow preventers shall be located in the general location illustrated on the landscape plan. Incorporate the lowest profile cover available and screened with evergreen shrubs. Faux stone covers shall be prohibited.**

LINE & CURVE DATA:

TAG	LENGTH	DIRECTION	RADIUS	DELTA	CH LENGTH	CH DIRECTION
(L1)	16.50'	S 15° 30' 29" E				
(C1)	71.27'		282.50'	14° 27' 15"	71.08'	S 73° 45' 49" W
(C2)	3.93'		2.50'	89° 59' 59"	3.54'	S 60° 30' 29" E
(C3)	22.78'		14.50'	89° 59' 45"	20.51'	N 29° 29' 39" E



MULTI-TRUNK TREE



SHRUB

SITE DATA:

TOTAL SITE AREA: 12,322 SF/ 0.283 AC
BUILDING AREA: ±4,212 SF
FLOOR AREA RATIO: 0.34

PLANT SCHEDULE

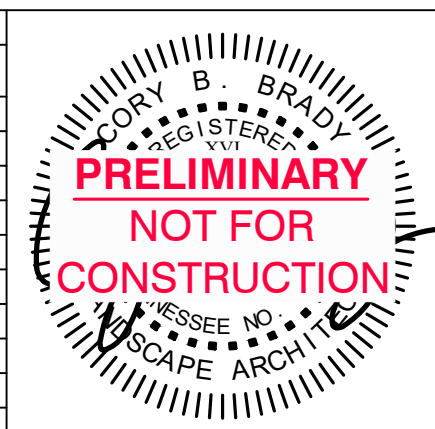
CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	REMARKS
TREES					
AA2	2	Autumn Blaze Freeman Maple / Acer x freemanii 'Jeffersd' TM	2" Cal.	B&B	
CO	1	Oklahoma Redbud / Cercis canadensis texensis 'Oklahoma'	1.5" Cal.	B&B	
PY	3	Yoshino Cherry / Prunus x yedoensis	1.5" Cal.	B&B	
QP	4	Willow Oak / Quercus phellos	2" Cal.	B&B	
SHRUBS					
HO	14	Stella de Oro Daylily / Hemerocallis x 'Stella de Oro'	1 gal.	Pot	18" o.c.
IS5	6	Soft Touch Japanese Holly / Ilex crenata 'Soft Touch'	3 gal.	Pot	24" o.c.
GROUND COVERS					
SOD	13,361 sf	Bermuda Grass / Cynodon dactylon '419 Hybrid'		sod	

DRAFT

NOTE:
THIS PLAN IS INTENDED TO SPECIFY PLANT MATERIAL ONLY. REFER TO ARCHITECTURAL AND/OR CIVIL ENGINEERS PLANS FOR ALL SITE AND/OR BUILDING ELEMENTS SHOWN.



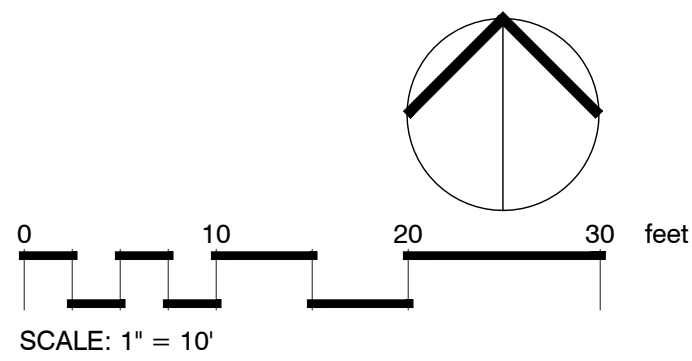
REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



LAKELAND COMMONS, PMUD
AREA B, LOT 9
LAKELAND COMMONS, LLC 355 TARA LANE MEMPHIS, TN 38111

UTILITY LEGEND (Where Applicable)

- SS = SANITARY SEWER SERVICE LINE
- G = NATURAL GAS LINE
- E = ELECTRIC LINE
- W = WATER MAIN LINE
- W = FIRE PROTECTION LINE
- SD = STORM DRAIN
- SD = STORM DRAIN MANHOLE
- SS = SANITARY SEWER MANHOLE
- FH = FIRE HYDRANT
- T = ELECTRICAL TRANSFORMER



SHEET 1 OF 1
DIVISION OF PLANNING

LANDSCAPE PLAN

4826 VILLAGE MARKET LANE
LAKELAND, TENNESSEE
SURVEY: MLS DATE: 05-20-15
DESIGNED BY: ILS, PLLC
DRAWN BY: CBB DATE: 09/25/2024 BOOK:
CHECKED BY: CBB DATE: 09/25/2024 SCALE: 1" = 10'-0"

LAKELAND COMMONS-PH. 2 LOT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD DIRECTION
C1	47.12'	30.00'	90°00'05"	42.43'	S68°27'46"E
C2	103.54'	162.00'	36°37'11"	101.79'	S5°09'08"E
C3	20.70'	238.00'	4°58'58"	20.69'	S10°39'58"W
C4	98.36'	238.00'	23°40'42"	97.66'	S3°39'52"E
C5	128.35'	523.00'	14°03'39"	128.03'	S22°32'03"E
C6	106.77'	462.00'	13°14'30"	106.54'	S22°56'38"E
C7	47.50'	14416.60'	0°11'20"	47.50'	S73°59'54"W
C8	338.89'	5190.00'	3°44'28"	338.83'	S72°13'20"W
C9	339.13'	1527.00'	12°43'29"	338.43'	S63°59'21"W
C10	58.66'	1527.00'	2°12'03"	58.65'	S56°31'35"W
C11	157.18'	5100.00'	1°45'57"	157.18'	S56°18'32"W
C12	81.98'	14416.60'	0°19'33"	81.98'	N73°26'20"E
C17	71.27'	282.50'	14°27'15"	71.08'	S73°45'49"W
C18	171.39'	323.09'	30°23'38"	169.39'	S81°51'18"W
C19	32.99'	21.00'	90°00'01"	29.70'	N40°32'32"W
C21	109.95'	559.50'	11°15'35"	109.77'	N67°10'11"E
C22	31.20'	21.00'	85°06'48"	28.41'	S46°00'44"E
C23	83.10'	238.00'	20°00'23"	82.68'	S13°27'32"E
C24	47.12'	30.00'	89°59'55"	42.43'	S21°32'14"W
C30	94.50'	217.50'	24°53'41"	93.76'	N78°59'02"E
C31	161.14'	5127.00'	1°48'03"	161.14'	N56°19'35"E
C32	390.75'	1500.00'	14°55'32"	389.65'	N62°53'19"E
C33	337.13'	5163.00'	3°44'28"	337.07'	N72°13'20"E
C34	198.98'	14443.60'	0°47'22"	198.98'	N73°41'53"E
C35	76.00'	14416.60'	0°18'07"	76.00'	N73°45'10"E
C36	117.42'	597.50'	11°15'35"	117.23'	N67°10'11"E
C39	3.93'	2.50'	89°59'59"	3.54'	S60°30'29"E
C40	22.78'	14.50'	89°59'45"	20.51'	N29°29'39"E
C41	44.61'	162.00'	15°46'38"	44.47'	S7°36'54"E
C42	33.41'	21.00'	91°09'27"	30.00'	S45°51'09"W
C43	51.48'	282.50'	10°26'25"	51.41'	S86°12'39"W
C44	3.02'	14.50'	11°54'52"	3.01'	N21°27'39"W
C45	186.40'	382.50'	27°55'16"	184.56'	N80°29'50"E
C46	32.99'	21.00'	89°59'59"	29.70'	N49°27'28"E
C47	109.70'	447.00'	14°03'39"	109.42'	S22°32'03"E
C48	124.34'	538.00'	13°14'30"	124.06'	S22°56'38"E

LAKELAND COMMONS - PH. 2 LOT LINE TABLE			LAKELAND COMMONS - PH. 2 LOT LINE TABLE			LAKELAND COMMONS - PH. 2 LOT LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	74.97'	N26°11'49"W	L21	49.80'	N7°36'28"E	L47	72.98'	N72°47'59"E
L2	111.04'	N24°00'16"E	L22	65.16'	N53°53'05"E	L48	57.52'	N61°32'24"E
L3	84.36'	N11°06'38"W	L23	20.53'	N14°45'00"E	L49	38.00'	N85°58'13"W
L4	79.45'	N38°15'18"E	L24	29.35'	N30°50'26"W	L50	38.00'	S85°58'13"E
L5	87.89'	N53°45'39"E	L25	44.14'	N30°50'26"W	L54	10.00'	S23°27'49"E
L6	86.80'	N31°45'37"E	L26	27.63'	N20°56'51"W	L55	24.00'	S23°27'49"E
L7	58.77'	N23°57'28"E	L27	110.59'	N15°44'48"W	L56	58.05'	S13°48'44"E
L8	60.92'	N18°02'28"E	L28	21.00'	N23°27'49"W	L57	146.70'	N74°31'10"E
L9	27.94'	N51°26'20"E	L29	57.55'	S23°27'43"E	L58	143.27'	S15°29'58"E
L10	84.96'	N84°57'08"E	L30	0.81'	S13°09'27"W	L59	65.47'	N73°04'24"E
L11	53.84'	N54°53'24"E	L31	81.30'	S16°19'23"E	L60	142.38'	S15°37'52"E
L12	134.45'	N35°11'40"E	L34	72.94'	N66°32'11"E	L61	47.75'	S15°30'03"E
L13	67.28'	N73°25'06"E	L35	25.30'	S85°58'13"E	L62	57.05'	N74°29'44"E
L14	21.73'	N29°09'20"E	L38	82.15'	S88°34'08"E	L63	16.50'	S15°30'29"E
L15	30.57'	N17°06'54"E	L39	57.55'	S23°27'43"E	L64	66.32'	N15°30'13"W
L16	51.57'	N15°40'26"E	L41	36.85'	N61°32'24"E	L65	113.00'	N74°29'32"E
L17	40.75'	N14°43'29"W	L42	71.75'	N72°47'59"E	L66	16.64'	S85°32'32"E
L18	55.17'	N42°39'21"W	L44	27.18'	N26°11'49"W	L67	116.79'	S66°32'11"W
L19	75.31'	N19°48'47"E	L45	27.87'	S2°23'36"E	L68	89.69'	N88°34'08"W
L20	133.84'	N6°06'02"E	L46	38.02'	S15°20'45"E			

LAKELAND COMMONS P.D. LOT AREA SETBACKS			
AREA	FRONT	SIDE	REAR
A	50-US 70 25-VML	20	25
A-1	50-US 70 25-VML	20	25
B	40-S.T. 10-SVL	20	20
C	50-M/A 9-VML	25	25
D	50-M/A 9-VML	20	ZONE 2 SMB

US 70 - U.S. HWY. 70
VML - VILLAGE MARKET LANE
SVL - SHADY VILLAGE LANE
M/A - MEMPHIS/ARLINGTON RD
ST - SEEDTICK RD.

LAKELAND COMMONS P.D. LOT AREAS		
LOT #	SIZE(ac.)	AREA
1	8.78	D
2	10.25	B & C
3	1.89	A1
4	1.02	A
5	1.22	A
6	1.22	A
7	1.67	A
8	0.81	B
9	0.28	B
10	7.54	D
TOTAL	34.68	

FINAL PLAT
**LAKELAND COMMONS PLANNED
MIXED USE DEVELOPMENT
AREA B & D - PHASE 2**

LAKELAND, TENNESSEE
DIST. 01- BLOCK 50- PARCEL 479
TOTAL AREA: 1,510,456 SF, (34.68 ACRES)
TOTAL LOTS: 8, EX. ZONING: AG (PMUD Overlay)

DATE: APRIL, 2022 SCALE: 1"= 100'

DEVELOPER: LAKELAND COMMONS L.L.C.
ADDRESS: 355 TARA LANE,
MEMPHIS, TN 38111

22047593-
04/27/2022 12:52:42 PM
BK 296 PG 16
Shelandra Y. Ford
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE



CERTIFICATE OF ENGINEER
State of Tennessee
County of Shelby

I, Wesley Woolbridge, a Professional Engineer, do hereby certify that the design of public and private improvements provided for in the Preliminary Plat / Construction Plans / Final Plat (whichever is applicable) are in accordance with acceptable engineering practices, the Tennessee Department of Environment and Conservation, City of Lakeland Manual for Public Works and Materials Specifications, and all City of Lakeland ordinances, including Subdivisions.

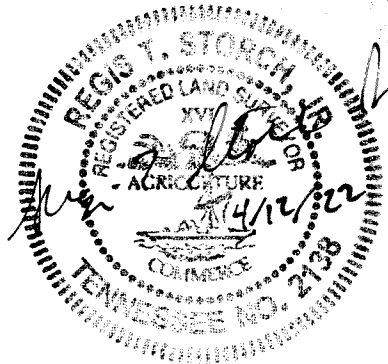
In witness whereof, I the said Wesley Woolbridge, a Professional Engineer, hereunto set out hand and affix my seal this 9th day of April, 2022.
Tennessee Registration No. 184878
Professional Engineer



CERTIFICATE OF SURVEYOR (EXTERIOR BOUNDARY ONLY)
State of Tennessee
County of Shelby

I, REGIS T. STORCH, JR., hereby certify that this plat was prepared from notes taken during an actual survey made by me during the month of DECEMBER, 2018, and that this Plat or Site Plan correctly represents said survey. All bearings are referenced to the 1983 Tennessee State Plane Coordinate System; all new property corners are marked in accordance with Lakeland Subdivision Standards; the precision of the unadjusted survey is 1:10,000 or greater and all special flood hazard areas are properly located as per the latest Flood Insurance Rate Map. All dimensions are expressed in feet and decimals. All bearings, distances, and field information are true and correct to the best of my knowledge.

In witness whereof, I the said REGIS T. STORCH, JR., a Land Surveyor, hereunto set out hand and affix my seal this 2th day of APRIL, 2022.
Tennessee Registration No. 2138



CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL -
SUBDIVISION

I, JEFF ADAMS, do hereby certify that the City of Lakeland Municipal Planning Commission has approved this Preliminary / Final Plat (whichever is applicable). The signing of this certificate shall in no way be deemed to constitute or effect an acceptance of the dedication of any street, improvement, or other ground shown upon the plat.

Date: 4/26/22
MPC Secretary Jeff Adams

CERTIFICATE OF CITY ENGINEER

Construction Plans are Inspected and Approved by the City Engineer
This 26th day of April, 2022.

City Engineer _____

CERTIFICATE OF MORTGAGEE AND DEDICATION

The undersigned mortgagee, Simmons Bank, hereby certify that they are the mortgagee of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: 4/11/2022
Signature of Mortgagee Long Mark
Include Notary Seal and Signature

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Renaissance Group Center, subdivision, and he as such representative executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

In witness whereof, I hereunto set out hand and affix my seal this 11th day of April, 2022.
Notary Public Shelandra Y. Ford
My Commission expires: 9/7/2022



CERTIFICATE OF OWNER(S) AND DEDICATION

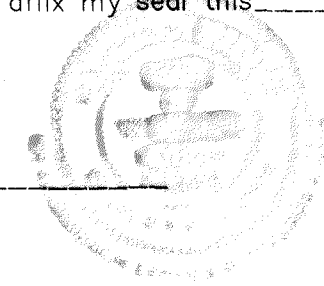
The undersigned owner, Lakeland Town Center, LLC, hereby certify that they are the owners of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: April 11, 2022
Signature of Owner(s) Monty Smith
Include Notary Seal and Signature

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Renaissance Group Center, subdivision, and he as such representative executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

In witness whereof, I hereunto set out hand and affix my seal this 11th day of April, 2022.
Notary Public Shelandra Y. Ford
My Commission expires: 9/7/2022



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

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

FINAL PLAT
**LAKELAND COMMONS PLANNED
MIXED USE DEVELOPMENT
AREA B & D - PHASE 2**

LAKELAND, TENNESSEE

DIST. 01- BLOCK 50- PARCEL 479

TOTAL AREA: 1,510,456 SF, (34.68 ACRES)

TOTAL LOTS: 8, EX. ZONING: AG (PMUD Overlay)

DATE: MARCH, 2022 SCALE: 1"= 100'

DEVELOPER: LAKELAND COMMONS L.L.C.
ADDRESS: 355 TARA LANE,
MEMPHIS, TN 38111

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04/27/2022 12:52:42 PM
BK 296 PG 16
Shelandra Y. Ford
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Renaissance Group
architecture • engineering • planning • interiors
9700 Village Circle, Suite 100, Lakeland, TN 38002 (931) 902-3552 www.renaisgroup.biz

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - approving the submittal of applications to the Memphis Urban Area Metropolitan Planning Organization for funding through the 2026-2029 Transportation Improvement Program.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-176-2024.

BUDGET IMPACT

If the grant funds are awarded, the project cost will be appropriated in the respective fiscal year budget for that fund.

DISCUSSION

The Memphis Urban Area Metropolitan Planning Organization ("MPO") manages Federal transportation dollars through the Transportation Improvement Plan ("TIP"). The TIP is a 4-year plan of prioritized transportation projects for our MPO area. Agencies within the MPO area submit applications for projects to the MPO which are ranked based on criteria recommended by the Engineering and Technical Committee and adopted by the Transportation Policy Board. Applications for the upcoming 2023-2026 TIP are due December 20, 2024. The grants are generally 80% federally funded, requiring a 20% local match.

The Engineering staff will provide a presentation at the December 5 BOC meeting of the proposed projects and their corresponding schedules and cost estimates.

RESOLUTION R-176-2024

APPROVING THE SUBMITTAL OF APPLICATIONS TO THE MEMPHIS URBAN
AREA METROPOLITAN PLANNING ORGANIZATION FOR FUNDING THROUGH
THE 2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to submit applications to the Memphis Urban Area Metropolitan Planning Organization (“MPO”) for funding through the 2026-2029 Transportation Improvement Program (“TIP”); and,

WHEREAS, the grant awards are 80% federally funded and require a 20% local match; and,

WHEREAS, applications for the following projects will be submitted to the MPO for funding through the 2026-2029 TIP:

Carry-Over Projects from the 2023-2026 TIP

New Canada Road Phase 2 - Construction

Seed Tick Road Intersection Improvements – Design, ROW & Construction

Canada Road Resurfacing – ROW & Construction

Scotts Creek Greenway – Design, ROW & Construction

Davies Plantation Bike/Ped Improvements – Design, ROW & Construction

Pavement Management Software

New Projects

Beverle Rivera Drive Extension – NEPA & Design

Chambers Chapel Intersection Improvements - NEPA & Design

Fletchers Trace Parkway Resurfacing - NEPA & Design

Highway 70 Corridor Study; and,

WHEREAS, funding for these projects, if awarded, will be appropriated in the corresponding fiscal year annual budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Engineer is hereby authorized to submit applications for the projects listed above to the Memphis Urban Area Metropolitan Planning Organization for funding through the 2026-2029 Transportation Improvement Program.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - approving a development contract with Valleybrook Development, LLC & Scotts Creek Development, LLC, as a Joint Venture, to improve and develop the site to be known as Seed Tick Road Extension, rescinding Resolution R-165-2024.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-179-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Board of Commissioners, through Resolution R-165-2024, approved a development contract for the construction of Seed Tick Road from Highway 70 to Old Brownsville Road on November 7, 2024. The developer has requested changes to the approved contract including the name of one of the LLC's as well as the timing of the placement of the surface asphalt. The LLC has been updated, and the surface asphalt will be placed immediately upon construction of the road.

RESOLUTION R-179-2024

APPROVING A DEVELOPMENT CONTRACT WITH VALLEYBROOK
DEVELOPMENT, LLC & SCOTTS CREEK DEVELOPMENT, LLC, AS A JOINT
VENTURE, TO IMPROVE AND DEVELOP THE SITE TO BE KNOWN AS SEED TICK
ROAD EXTENSION, RESCINDING RESOLUTION R-165-2024

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 2.351 acres, also identified by Parcel ID # LO150 00563, LO150 00564, LO150 00457C, and LO150 00541 in the official records of the Shelby County Recorder's Office ("Extension Site") and desires to improve and develop the Site a road Extension to be known as **SEED TICK ROAD EXTENSION** ("Extension"); and
- WHEREAS,** the City of Lakeland, Tennessee's (the "City") Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the roadway in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer

RESOLUTION R-179-2024

APPROVING A DEVELOPMENT CONTRACT WITH VALLEYBROOK
DEVELOPMENT, LLC & SCOTTS CREEK DEVELOPMENT, LLC, AS A JOINT
VENTURE, TO IMPROVE AND DEVELOP THE SITE TO BE KNOWN AS SEED TICK
ROAD EXTENSION, RESCINDING RESOLUTION R-165-2024

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a development contract with **VALLEYBROOK DEVELOPMENT, LLC AND SCOTTS CREEK DEVELOPMENT, LLC.** as a joint venture, to improve and develop the site into a road extension to be known as **SEED TICK ROAD EXTENSION.**

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

SITE DEVELOPMENT CONTRACT

INTRODUCTION

THIS SITE DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, 2024, by and between **VALLEYBROOK DEVELOPMENT, LLC AND SCOTT’S CREEK DEVELOPMENT, LLC. as a joint venture**, both limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agriculture which contains approximately 2.351 acres, also identified by Parcel ID # LO150 00563, LO150 00564, LO150 00457C, and LO150 00541 in the official records of the Shelby County Recorder’s Office (“Extension Site”) and desires to improve and develop the Site into a road Extension to be known as **SEED TICK ROAD EXTENSION** (“Extension”); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Extension in accordance with Construction plans approved by City Engineer on September 24, 2024, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

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

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

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

OWNERSHIP

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

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

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

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

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Seventy-Six Thousand Five Hundred Sixty-Five Dollars (\$276,565.00)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

INSURANCE

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

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

TIME SCHEDULE

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

- (1) Signatures of Developer, and, if applicable, of Owner of the Extension Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Extension Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.

- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Extension. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Extension.

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

- (1) The final surface (1.5") shall be installed immediately upon placement of the base asphalt or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (2) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

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

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

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Extension. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City

Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Extension.

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **ZERO DOLLARS (\$0.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

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

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

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Extension until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall

be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **ZERO DOLLARS (\$0.00)**, which reflects the drainage control fee with detention as required by Ordinance 10-150.

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

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Extension. Said plan shall be compatible with the overall drainage plan for the Extension and shall comply with the Extension Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said

Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

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

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

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

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

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

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

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

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

The Developer will establish a not-for-profit property owners association ("POA"), which will have total responsibility for maintenance and repair of the common area(s) in the Extension after the present owner ceases such function. In the event

the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 10-150, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 10-150.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 10-150.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 10-150.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 10-150, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 10-150.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **ZERO DOLLARS (\$0.00)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 10-150.

MISCELLANEOUS CONDITIONS

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

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

58. In situations which may affect the safety or protection of persons, the work, or property at the Extension Site or adjacent thereto, Developer, without special instruction or

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

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

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

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

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

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

64. Developer agrees to pay a "Payment in-Lieu-of or Dedication for Parkland" in the amount of **ZERO DOLLARS (\$0.00)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Extension Regulations.

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

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer's performance under this Contract, whether such

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

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

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

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

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

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

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

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

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

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

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

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

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

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

- (ii) DEVELOPER
VALLEYBROOK DEVELOPMENT, LLC
AS A JOINT VENTURE PROJECT
8620 TRINITY RD., SUITE 202
CORDOVA, TN 38018
Telephone: (901) 870-0900

AND

SCOTT'S CREEK DEVELOPMENT, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120
JAY MADDEN, MANAGER
901-827-5900

AS A JOINT VENTURE PROJECT

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

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

OVERALL FEE/COST SUMMARY

(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	N/A
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(6)	Drainage Control Fee (w/ Basin)	N/A
(7)	Drainage Control Fee (w/o Basin)	N/A
(8)	Engineering Review Fee	N/A
(9)	Construction Inspection Fee	N/A
(10)	Administrative Review Fee	N/A
(11)	Geographical Information Systems Fee	N/A
(12)	Natural Resources Inventory & Analysis Fee	N/A
(13)	Parkland Improvement Fee	N/A
(14)	Tree Removal Fee	N/A
(15)	Warning Siren Fee	N/A
(16)	Parkland Review Fee	N/A
(17)	Parkland Dedication Fee	N/A
	Total	N/A

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, **2024**.

DEVELOPER:
VALLEYBROOK DEVELOPMENT, LLC

DEVELOPER:
SCOTT'S CREEK DEVELOPMENT, LLC

CITY OF LAKELAND:

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

DATE APPROVED BY BOARD OF COMMISSIONERS: _____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My Commission Expires: _____

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - approving a professional services agreement with Buchart Horn, Inc. for Construction Engineering and Inspection services related to the Oliver Creek Interceptor project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-184-2024.

BUDGET IMPACT

The expenditure and grant revenue related to this item are allocated in the fiscal year 2025 budget for the Sewer Fund.

DISCUSSION

The Oliver Creek Sewer Interceptor project will reroute wastewater currently flowing to the City of Memphis's Fletcher Creek Interceptor to the City of Lakeland's wastewater treatment plant. A Request for Qualifications was issued for professional services related to the Construction Engineering and Inspection of the project. The City received two proposals, of which Buchart Horn was selected as the most qualified firm. Services include a constructability review of the final plans and construction administration and inspection of Contract C. Contract C consists of the construction of 2 pump stations and a vortex tower.

Contract C is funded with an ARP grant from the Tennessee Department of Environment and Conservation. The City was awarded an ARP grant in the amount of \$2,614,797.07 of which a 10% match is required, or \$261,479.71, for a total project cost of \$2,876,276.78. The ARP funds must be fully expended by September 30, 2026.

RESOLUTION R-184-2024

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BUCHART HORN,
INC FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED
TO THE OLIVER CREEK INTERCEPTOR PROJECT

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to construct a new sewer interceptor to reroute flow from City of Memphis to the Scotts Creek Wastewater Treatment Plant; and,
- WHEREAS,** the City issued a Request for Qualifications for construction engineering and inspection services related to the Oliver Creek Sewer Interceptor project; and,
- WHEREAS,** Buchart Horn, Inc. was selected as the most qualified firm to provide the services; and,
- WHEREAS,** the scope of services includes a constructability review of the plans and construction and inspection services for Contract C; and,
- WHEREAS,** Contract C is funded through an ARP grant which is 90% federal and a 10% local match; and,
- WHEREAS,** funding for this project is appropriated in the fiscal year 2025 annual budget for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute and the City Recorder attest a professional services agreement with Buchart Horn, Inc for construction engineering and inspection services related to the Oliver Creek Interceptor project in the amount of four hundred twenty thousand two hundred dollars (\$420,200.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - approving a residential subdivision development contract with Evergreen, LLC for a 32-lot subdivision to be known as Evergreen Planned Development Phase 2 rescinding Resolution R-162-2024.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-185-2024.

BUDGET IMPACT

There are no budgetary expenditures related to this item. The development fees for Phase 2 of Evergreen PD include \$72,164.12 in revenue for the General Fund and \$99,200.00 in revenue for the Sewer Fund.

DISCUSSION

A development contract was approved at the November 7, 2024, BOC meeting via resolution R-162-2024. The security for public and common improvements was calculated based on a cost estimate that included required Phase 2 improvements as well as future phase improvements. The Developer has decided not to install the future phase improvements in Phase 2. The security has been reduced to \$249,059.26 to include only the required improvements for Phase 2,

Evergreen Planned Development ("PD") is a 138-lot residential subdivision on approximately 80 acres located at the corner of Evergreen Road and Old Brownsville Road. The Outline Plan was originally approved in 2007. An amendment to the Outline Plan was approved in October 2020 and the Preliminary Development Plan was approved in October 2024. Evergreen PD Phase 2 consists of 32 lots on approximately 13 acres on the east side of the property. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development.

RESOLUTION R-185-2024

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH EVERGREEN, LLC FOR A 32 LOT SUBDIVISION TO BE KNOWN AS EVERGREEN PLANNED DEVELOPMENT PHASE 2 RESCINDING RESOLUTION R-162-2024.

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 12.629 acres, also identified by Parcel ID # LO140 00326 LO140 00327 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 32-lot subdivision to be known as **EVERGREEN PLANNED DEVELOPMENT PHASE 2** ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for

RESOLUTION R-185-2024

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH EVERGREEN, LLC FOR A 32 LOT SUBDIVISION TO BE KNOWN AS EVERGREEN PLANNED DEVELOPMENT PHASE 2 RESCINDING RESOLUTION R-162-2024.

specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a development contract with **EVERGREEN, LLC** for a 32-lot subdivision to be known as **EVERGREEN PLANNED DEVELOPMENT PHASE 2**.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, **2024**, by and between **EVERGREEN LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agriculture which contains approximately 12.629 acres, also identified by Parcel ID # L0140 00326 and L0140 00327 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 32-lot subdivision to be known as **Evergreen Planned Development Phase 2** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan approved by the BOC on July 5, 2007, Outline Plan Amendment approved November 13, 2014, Outline Plan Amendment dated September 17, 2020 approved by the MPC on September 17, 2020 and BOC on October 22, 2020, Preliminary Development Plan dated September 9, 2020 approved by the MPC on October 10, 2024 and Construction plans approved by City Engineer. and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

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

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

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

OWNERSHIP

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

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

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

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

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Forty-Nine Thousand Fifty-Nine Dollars and Twenty Six Cents (\$249,059.26)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

INSURANCE

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

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

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

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

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

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

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

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

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

TIME SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WARRANTY

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

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

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

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

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Ninety Nine Thousand Two Hundred Dollars (\$99,200)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

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

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

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

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

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

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

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

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Sixteen Thousand Dollars (\$16,000)**, which reflects the drainage control fee with detention as required by Ordinance 10-150.

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

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

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

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

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

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

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

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

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

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

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

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

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Nine Thousand Six Hundred Dollars (\$9,600)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Ten Thousand One Hundred Dollars (\$10,100)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 10-150, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Three Thousand Three Hundred Dollars (\$3,300)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **One Thousand Seven Hundred Fifty Dollars (\$1,750)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 10-150.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Four Hundred Ninety Dollars and Seventy-Three Cents (\$490.73)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 10-150.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Three Thousand Two Hundred Dollars (\$3,200)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 10-150.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand Two Hundred Sixty-Two Dollars (\$1,262)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 10-150, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **One Thousand Six Hundred Dollars (\$1,600)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 10-150.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Six Hundred Fifty-Two Dollars and Fifty-Eight Cents (\$652.58)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 10-150.

MISCELLANEOUS CONDITIONS

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

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the

right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

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

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

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

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

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

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty Four Thousand Two Hundred Seven Dollars and Ninety One Cents (\$24,207.91)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

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

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

- (ii) DEVELOPER
EVERGREEN, LLC
ATTN: RON MAY
10971 CHAPEL HILL ROAD
LAKELAND, TN 38002
Telephone: **(901) 277-1696**

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

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

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$92,200.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$16,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$9,600.00
(8)	Construction Inspection Fee	\$10,100.00
(9)	Administrative Review Fee	\$3,300.00
(10)	Geographical Information Systems Fee	\$1,750.00
(11)	Natural Resources Inventory & Analysis Fee	\$490.73
(12)	Parkland Improvement Fee	\$652.58
(13)	Tree Removal Fee	\$1,262.90
(14)	Warning Siren Fee	\$1,600.00
(15)	Parkland Review Fee	\$652.58
(16)	Parkland Dedication Fee	<u>\$24,207.91</u>
	Total	\$171,364.12

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2024**.

DEVELOPER:
EVERGREEN, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet					
Evergreen PD Phase 2				32 Lots	12.629 Acres
	Per Lot Fee				
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$99,200.00		
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00				
Sewer Connection Fee (per connection)			N/A		
Drainage Control Fee w/basin (per lot)	\$500.00		\$16,000.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A		
Engineering Review Fee (per lot)	\$300.00		\$9,600.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$10,100.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$3,300.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$490.73		
Street Light Fee	100% of Cost		N/A		
Road Cut Fees	\$35.00				
Warning Siren (per lot)	\$50.00		\$1,600.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,262.90		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,750.00		
Parkland Improvement Fee (per lot)	\$100.00		\$3,200.00		
Parkland Review Fee	\$400+\$20/acre		\$652.58		
		Total =	\$147,156.21		
	Acres/Lot =	0.39465625			
Park Land Formula (D=LxAxPxM)					
L=Number of Lots (D.U.)	L =	32			
A=Avg. Family Size - use 2.94	A =	2.94			
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010			
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.76			
D=Dedication in acres	D =	1.655808	Acres		
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of		
Total Dollar Value Required in Lieu of Dedication		=	\$24,207.91		
Total Amount Due			\$171,364.12		
Payment in Lieu					
Total Due Sewer			\$99,200.00		
Total Due General Fund			\$72,164.12		



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - adopting a development agreement between the Industrial Development Board of the City of Lakeland, Tennessee, and the City of Lakeland, Tennessee, related to the Safety Tax Increment Financing development area.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-175-2024.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The attached development agreement is to document the split of the project increment fund and eligible infrastructure costs between the two developers involved in the Safe City TIF, as well as the City of Lakeland.

The percentage splits documented in the developer interest section will equate to approximately \$22mm of the \$36mm projected TIF project increment fund to go to the developers for the construction of Seed Tick Road north of Highway 70. The remaining funds are accessible by the City of Lakeland through a TIF loan to fund eligible infrastructure improvements.

RESOLUTION R-175-2024

ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE INDUSTRIAL
DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, AND THE
CITY OF LAKELAND, TENNESSEE, RELATED TO THE SAFETY TAX INCREMENT
FINANCING DEVELOPMENT AREA

WHEREAS, on August 22, 2024, the Industrial Development Board of the City of Lakeland, Tennessee (the “Lakeland IDB”) approved an Economic Impact Plan to establish the Safe City (or Safety) Tax Increment Financing (“TIF”) project area through its resolution R-113-2024; and,

WHEREAS, on November 21, 2024, the Lakeland IDB approved a Development Agreement, included herein as Exhibit A, for the development of the Safety TIF; and,

WHEREAS, the Board of Commissioners desires to enter into this development agreement with the Lakeland IDB:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Development Agreement included herein as Exhibit A is hereby adopted and is authorized for execution by the Mayor.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

DEVELOPMENT AGREEMENT
(Safe City TIF)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024 (“Effective Date”), by and between **The Industrial Development Board of the City of Lakeland, Tennessee**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”), and **The City of Lakeland, Tennessee**, a municipal corporation organized under the laws of the State of Tennessee (the “City”).

W I T N E S S E T H:

WHEREAS, Valleybrook Development LLC, a Tennessee limited liability company (“Valleybrook”), and Scott's Creek Development LLC, a Tennessee limited liability company (“Scott’s Creek”), each own property located in Lakeland, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (respectively, the “Valleybrook Property” and the “Scott’s Creek Property”, and collectively, the “Property”); and

WHEREAS, Valleybrook and Scott’s Creek intend to develop the Project, defined below, on the Property in the vicinity of Highway 70 and Seed Tick Road, and the City has been in discussions with Valleybrook and Scott’s Creek about ways to improve traffic safety in the vicinity of Highway 70 and Seed Tick Road in connection with such Project; and

WHEREAS, the City has requested assistance from the Board in connection with such Project and necessary infrastructure improvements along Highway 70; and

WHEREAS, in connection with such Project, the Board has approved an economic impact plan attached hereto as Exhibit B (the “Economic Impact Plan”) regarding the development of the Plan Area, as more particularly described in the Economic Impact Plan (the “Plan Area”), and the Economic Impact Plan also identifies adjoining areas that will directly benefit the Project, defined below, such areas being referred to in the Economic Impact Plan and this Agreement as the “Development Area”; and

WHEREAS, Valleybrook, Scott’s Creek or any other permitted assignee thereof intends to develop the Plan Area pursuant to a planned development for a new mixed-use development on the Property that is expected to include approximately 90,600 square feet of retail space, a boutique hotel, approximately 22 townhouses, and approximately 390 single-family residential units. The development will provide the City with an integrated, pedestrian-oriented community with an emphasis on safety, accessibility, and comfort. The mixed-use development described above, excluding the single-family residential units, is collectively referred to in this Agreement as the “Project.” The Project is an eligible “project” within the meaning of Tenn. Code Ann. § 7-53-101(15); and

WHEREAS, the Project, however, is not feasible without extending Seed Tick Road north of Highway 70, improving Highway 70 to increase safety, and making significant investments in new and improved infrastructure and parking in the area, including site design and analysis,

grading and drainage improvements, and construction of roads, sidewalks and pedestrian walkways, roundabouts, traffic signals, lighting, water lines, electrical line, gas lines, sewer lines, and parking areas. To make the Project financially feasible, the City and Shelby County Tennessee (the “County”), have approved, as part of the Economic Impact Plan, a plan for tax increment financing through the Board pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project. The proceeds of the tax increment financing are to be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and Tenn. Code Ann. §§ 9-23-101 *et. seq.* (collectively, the “Tax Increment Act”), relating to the Project; and

WHEREAS, the incremental property tax revenues attributable to the Plan Area that are allocated to the Board pursuant to the Resolution (as herein defined) (the “Tax Increment Revenues”) would be used to pay for Eligible Costs (as herein defined) or to repay the debt (principal and interest) or other financing of Eligible Costs, all as more particularly described in the Economic Impact Plan and this Agreement (the “Tax Increment Incentive”); and

WHEREAS, under Tenn. Code Ann. §§ 7-53-101, *et seq.*, and the Economic Impact Plan, the Board is authorized to use the Tax Increment Revenues to pay for, among other things, the following “Eligible Costs”: all costs that are (i) incurred in connection with the development of the Project, public infrastructure in the Plan Area and the Development Area, and the Tax Increment Incentive and (ii) permitted under the Tax Increment Act (“Eligible Improvements”). The term “Eligible Costs” includes, without limitation, (i) the costs of designing, constructing, and installing the Planned Improvements (as defined below), (ii) payments of principal, interest, and other finance charges under any Tax Increment Financing Loan(s), and (ii) the Transaction Costs (as defined below), but does not include the costs of developing any of the single-family units on the Property. Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues pursuant to the Economic Impact Plan to pay certain costs relating to privately owned land without first receiving a written determination from the Comptroller of the State of Tennessee (the “State”) and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Board will not apply any tax increment revenues to pay costs as to which a written determination is required by the Comptroller of the State and/or the Commissioner of Economic and Community Development of the State without first obtaining such written determination; and

WHEREAS, for the purpose of establishing the rights and obligations of the parties with respect to the development of the Plan Area and the Development Area and certain terms related to the Tax Increment Incentive, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

1. Definitions. In addition to the terms defined in the recitals above, the following terms have the following meanings when used in this Agreement:

- a. “Additional Developer” has the meaning set forth in Section 13 below.

b. “Additional Development Agreement” has the meaning set forth in Section 13 below.

c. “Administrative Fee” means 5% of the excess of property taxes over the Total Base Tax Amount, as defined in the Economic Impact Plan, less the County Trustee Fee (defined below), which shall be payable to the Board as a fee for administering the Tax Increment Incentive. Of the Administrative Fees received by the Board, the Board shall distribute 2% of the share of incremental tax revenue to the Project attributable to Shelby County property taxes to the Shelby County Trustee to administer the Shelby County Tax Increment Incentive.

d. “Affiliate” as to any specific person or entity, a person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity.

e. “Allocation Group” has the meaning set forth in Section 2 below.

f. “Allocation Period” means, with respect to each tax parcel within the Plan Area, the 20 year period of time during which the Tax Increment Revenues from such tax parcel will be allocated to the Board for the Tax Increment Incentive, as more particularly set forth in the Economic Impact Plan.

g. “Bonds” means any bonds or similar debt instruments issued by the Board that are secured by and/or payable with the Tax Increment Revenues.

h. “Bond Documents” means the Bonds and all other documents executed or issued by the Board or a Developer in connection with the issuance and offering of the Bonds, including, without limitation, any trust indenture, private placement memorandum, private placement agreement, tax compliance agreement, or similar document.

i. “Construction Consultant” shall mean any licensed engineer or architect located in the County designated by the Board from time to time and approved by the applicable Developer, such approval not to be unreasonably withheld, conditioned or delayed.

j. “County Trustee Fee” means an amount equal to 2% of all of Shelby County property taxes payable with respect to the Plan Area which shall be payable to Shelby County Trustee as set forth in Tenn. Code Ann. § 8-11-110.

k. “Developer” means the City, Valleybrook, Scott’s Creek, and any Additional Developer engaged in the development of any portions of the Plan Area or the Development Area.

l. “Developer Representative” means a third-party construction manager, owner’s representative, or other third-party representative designated by a Developer from time to time.

m. “Developer Tax Increment Revenues” means a portion of the Tax Increment Revenues equal to 45.8% of the excess of property taxes over the Total Base Tax Amount generated by the Property, less the County Trustee Fee (defined above) applicable to the property taxes from the Property.

n. “Financing Trustee”, if applicable, means the trustee designated in any Tax Increment Financing Loan.

o. “MLGW” means Memphis Light, Gas and Water.

p. “Payment Request” means a written request by a Developer for the payment of Eligible Costs substantially in the form attached hereto as Exhibit E.

q. “Planned Improvements” means the planned improvements for the Project described on Exhibit C attached hereto.

r. “Project Tax Increment Fund” means a separate and special fund established by the Board into which will be deposited all Tax Increment Revenues as received. The Project Tax Increment Fund shall, at the City’s request, be separated into separate sub-funds in connection with any Tax Increment Financing Loan obtained by Developer. For purposes of clarity, Developer and the Board each may pledge their respective rights to certain of such sub-funds as collateral for different Tax Increment Financing Loans and use other unpledged sub-funds for direct payment or reimbursement of Eligible Costs in accordance with this Agreement.

s. “Public Entities” means MLGW, the City of Lakeland, Shelby County, the State of Tennessee, and any political subdivision or agency of any of the foregoing, and “Public Entity” means any one of such Public Entities.

t. “Resolution” means, collectively, the Resolutions approved by the Board of Commissioners of the City of Lakeland, Tennessee and the County Commission of Shelby County, Tennessee approving the Economic Impact Plan.

u. “Scott’s Creek Interests” means (i) a one-half of the Developer’s Tax Increment Revenues, (ii) all of the City’s other right, title, and interest under this Agreement with respect to the Scott’s Creek Property other than the remaining Tax Increment Revenues not described in (i) above, and (iii) all obligations of the City under this Agreement with respect to the Scott’s Creek Property.

v. “Tax Increment Financing Loan Documents” means any loan documents evidencing or securing any Tax Increment Financing Loan (including, without limitation, any Bond Documents), which loan documents must be acceptable to the Board in its sole but reasonable discretion.

w. “Tax Increment Financing Loan” means any loan(s) to, and/or Bonds issued by, the Board hereafter arranged by a Developer in connection with the Tax Increment Incentive, which must be acceptable to the Board in its reasonable discretion.

x. “Total Base Tax Amount” has the meaning set forth in the Economic Impact Plan.

y. “Transaction Costs” means those certain costs described on the attached Exhibit D together with all out-of-pocket costs incurred by a Developer or the Board in connection with closing any Tax Increment Financing Loan.

z. “Valleybrook Interests” means (i) one-half of the Developer’s Tax Increment Revenues (ii) all of the City’s other right, title, and interest under this Agreement with respect to the Valleybrook Property other than the remaining Tax Increment Revenues not described in (i) above, and (iii) all obligations of the City under this Agreement with respect to the Valleybrook Property.

2. Designation of Allocation Periods; Calculation of Tax Increment Revenues.

a. The City may designate, by written notice to the Board, that the allocation of Tax Increment Revenues from any tax parcel or group of tax parcels in the Plan Area begin in any tax year within the 7 tax years following the Effective Date (each such designation, an “Allocation Group”).

b. The Board will combine the tax parcels within each Allocation Group into a single parcel for purposes of calculating and allocating the Tax Increment Revenues in accordance with the Economic Impact Plan; provided, however, that if any tax parcel in such an Allocation Group is owned or acquired by a tax-exempt entity, such tax parcel shall, to the extent permitted by applicable law, be excluded from such Allocation Group for purposes of allocating Tax Increment Revenues. Upon receipt of written designation of an Allocation Group from the City, the Board shall give notice of such grouping of tax parcels to the City and the County.

3. Pledge of Tax Increment Revenues to Secure Indebtedness. The Board shall pledge the Tax Increment Revenues generated during the Allocation Period to the payment of the Tax Increment Financing Loan(s), if obtained, incurred to finance Eligible Costs in accordance with the terms of the Tax Increment Financing Loan Documents, the Economic Impact Plan and this Agreement.

4. Disbursement of Tax Increment Revenues to Pay Eligible Costs Directly. The Board hereby agrees to commit the Tax Increment Revenues to the payment of Eligible Costs in accordance with the terms of this Agreement and the Economic Impact Plan. A Developer may from time-to-time request that the Board (or the Financing Trustee, as applicable) pay directly or reimburse such Developer for Eligible Costs from amounts on deposit in the Project Tax Increment Fund. A Developer must make such requests by submitting a Payment Request to the Board or the applicable Financing Trustee, with such Payment Request to be certified as true and correct in all material respects by the Construction Consultant and an authorized representative of such Developer, together with conditional lien waivers from all contractors and suppliers providing work or materials for the Eligible Improvements (or unconditional final lien waivers from the general contractor for the applicable Eligible Improvements) to be paid (or reimbursed) with the Payment Request. Notwithstanding the foregoing, with respect to any public infrastructure to be

constructed by a Developer pursuant to contracts between the Developer and a Public Entity, no certificate from the Construction Consultant shall be required, and the Board will rely on the unrestricted acceptance of such public infrastructure by the applicable Public Entity as the requisite review and written approval. The Board or the Financing Trustee shall, to the extent of available funds then on deposit in the Project Tax Increment Fund, make payment to or at the direction of the Developer in accordance with such Payment Request within thirty (30) days of receiving a correct and complete Payment Request along with such lien waivers. The Board or the Financing Trustee shall not be required to fund Payment Requests more than once per month and/or in an amount less than \$25,000.00 as to any single Payment Request (except for the final Payment Request for Eligible Costs for the Eligible Improvements then under construction). If the amount on deposit in the Project Tax Increment Fund and available to pay Eligible Costs (i.e., not pledged to pay any Tax Increment Financing Loan(s)) at the time of any Payment Request is not sufficient to pay all Eligible Costs for all Eligible Improvements then under construction by a Developer, the Developer shall verify to the Board's or the applicable Financing Trustee's reasonable satisfaction that the Developer has sufficient additional funds (which may include loan proceeds) to pay all such Eligible Costs for all such Eligible Improvements then under construction by the Developer.

5. Disbursement of Tax Increment Revenues to pay Tax Increment Financing Loan. As of the date of this Agreement, no Developer has obtained a Tax Increment Financing Loan as part of the Tax Increment Incentive. However, a Developer may hereafter request that some or all of the Tax Increment Incentive be structured as Tax Increment Financing Loan(s), and the Board shall provide commercially reasonable cooperation to such Developer in closing any such Tax Increment Financing Loan(s) pursuant to Tax Increment Financing Loan Documents that are acceptable to the Board in its reasonable discretion. The Tax Increment Financing Loan Documents must provide that the Tax Increment Financing Loan is nonrecourse to the Board, the City, and the County. The Board shall not be obligated to incur any out-of-pocket cost or expense in connection therewith, and the Developer shall pay all such reasonable out-of-pocket costs or expenses incurred by the Board in connection with any Tax Increment Financing Loan arranged by Developer, including without limitation, reasonable fees for consultants and attorneys of the Board; provided, that such costs or expenses shall be included in Transaction Costs eligible for payment or reimbursement as Eligible Costs. At the request of either a Developer or the Board, the parties shall enter into any addendum to (or amended and restated version of) this Agreement or an Additional Development Agreement reasonably requested by either party to further evidence and memorialize the parties' rights and obligations with respect to any Tax Increment Financing Loan hereafter arranged by a Developer as set forth in this Section 5; provided, however, that such addendum, amended and restated agreement, or Additional Development Agreement must be acceptable to the Board in its reasonable discretion. The Board agrees to use the proceeds of any such Tax Increment Financing Loan to pay Eligible Costs in accordance with this Agreement, as amended, and the Tax Increment Financing Loan Documents for such Tax Increment Financing Loan.

6. Developer Obligations.

a. Each Developer shall cause to be prepared and, upon request, submit to the Board conceptual plans for all Eligible Improvements that such Developer elects to construct. Subject to the terms of this Agreement, a Developer may determine the sequencing and timing of construction of the Eligible Improvements in its sole discretion.

Each Developer shall be responsible for obtaining any required approvals of such plans and specifications from the City, MLGW, or any other required approvals in connection with the Eligible Improvements such Developer elects to construct.

b. Each Developer shall cause the construction of the Eligible Improvements that it elects to construct to be in accordance with good construction industry practice, in a workmanlike manner, and cause such improvements to be safe for the general public.

c. Each Developer shall cause the Eligible Improvements that it elects to construct to be constructed in accordance with the applicable plans, specifications, contracts, and applicable law. The Developer shall obtain the appropriate building permits prior to the commencement of any construction for Eligible Improvements. Developer shall provide the Board with copies of all plans submitted for building permits for Eligible Improvements.

d. Until a Tax Increment Financing Loan is in place, each Developer shall cause the Eligible Improvements it elects to construct to be inspected by the Construction Consultant (or by a Public Entity, if applicable) in connection with the submission of Payment Requests to the Board. Until a Tax Increment Financing Loan is in place, such Developer shall provide the Construction Consultant with reasonable access to all plans, specifications and contracts for the Eligible Improvements then under construction.

e. Each Developer shall pay (or cause to be paid) any Eligible Costs incurred for the Eligible Improvements it constructs to the extent such Eligible Costs exceed the amount of Tax Increment Loan proceeds or Tax Increment Revenues then on deposit in Project Tax Increment Financing Fund or otherwise then available, subject to Developer's right to be subsequently reimbursed therefor when adequate Tax Increment Revenues or Tax Increment Financing Loan proceeds are otherwise available. No Developer shall have any obligation to construct (or cause to be constructed) any Eligible Improvements to the extent that the cost thereof would exceed any available Tax Increment Revenues or proceeds of a Tax Increment Financing Loan.

f. Developer may cause some or all of its obligations under this Agreement to be performed by the Developer Representative, and the reasonable compensation and costs due to the Developer Representative shall be included in Transaction Costs and Eligible Costs.

g. Developer shall provide updates to the Board on the status of the Project as reasonably requested by the Board.

7. Board Obligations.

a. The Board shall create and maintain the Project Tax Increment Financing Fund during the term of the Tax Increment Financing, as set forth in the Resolution, to be kept separate and apart from all other funds of the Board, pursuant to the requirements of Tenn. Code Ann. § 7-53-312 and this Agreement. The Board shall deposit all Tax Increment Revenues into such Project Tax Increment Financing Fund and make

disbursements therefrom to or at the direction of Developer in accordance with this Agreement.

b. The Board shall from time to time appoint a member of the Board staff, or other third-party representative designated by the Board from time to time, as the Board's authorized representative for all purposes under this Agreement or otherwise in connection with the Tax Increment Financing, subject to such periodic Board oversight as the Board may require.

c. The Board and the County Trustee will receive their respective portions of the Administrative Fee to compensate each for its administrative expenses in connection with administering the Tax Increment Incentive.

8. Future Pledges. The Board covenants and agrees not to pledge the Tax Increment Revenues (other than the Administrative Fee payable to the Board) to the payment of any indebtedness or to apply the Tax Increment Revenues (other than the Administrative Fee payable to the Board) for any purpose other than the payment of Eligible Costs in accordance with this Agreement.

9. Other Tax Increment Financing. The Board represents, warrants, and certifies to the City that the Board currently does not have outstanding any bonds, notes, or other obligations payable from or secured by Tax Increment Revenues derived from the Plan Area.

10. Waiver of Consequential Damages. In no event shall the parties have the right to recover any consequential, exemplary, incidental or punitive damages as a result of any breach or default under this Agreement.

11. Attorneys' Fees. In the event of any litigation brought by either party to enforce this Agreement, the prevailing party will be entitled to recover its attorney's fees and court costs from the other party, including pre-suit and appellate attorney's fees and costs.

12. Assignment. Except as otherwise set forth in Sections 13 and 14 below, the City may not assign or transfer this Agreement or any interest of the City hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the City may, without the Board's consent (but with notice to the Board), (i) pledge or collaterally assign this Agreement or all or any portion of the City's rights under this Agreement as collateral for any Tax Increment Financing Loan(s) and (ii) freely assign this Agreement or all or any portion of the City's rights under this Agreement to Valleybrook and/or Scott's Creek. The Board may not assign or transfer this Agreement or any interest of the Board hereunder without the prior written consent of the City.

13. Partial Assignment to Developers. Subject to Section 14 below, the Board agrees that the City may partially assign its rights under this Agreement (including, without limitation, portions of the Tax Increment Revenues) and delegate its duties under this Agreement to Valleybrook, Scott's Creek and any other developers engaged by the City for the purpose of separately developing, financing, constructing, owning, or operating components of the Project (each, an "Additional Developer"). If the City intends to partially assign its rights under this

Agreement as set forth above, and such assignment will result in an Additional Developer incurring Eligible Costs, upon request from the City, the Board and the City will work with the Additional Developer in good faith to approve a development and financing agreement between the Board and the Additional Developer for the portion of the Eligible Costs for which the Additional Developer shall be responsible (an “Additional Development Agreement”), such Additional Development Agreement to be in a form and substance reasonably satisfactory to the Board and the Additional Developer. An Additional Development Agreement may provide for Tax Increment Financing Loan(s) that will be secured by the portion of the Tax Increment Revenues assigned to the Additional Developer under the Additional Development Agreement. The Board and the City acknowledge and agree that no default under an Additional Development Agreement will constitute a default under this Agreement, and a default under this Agreement will not constitute a default under any Additional Development Agreement.

14. Partial Assignment to Valleybrook and Scott’s Creek. By execution of this Agreement, the City hereby assigns, transfers, and delegates (as applicable) the Valleybrook Interests to Valleybrook and the Scott’s Creek Interests to Scott’s Creek. The Board hereby consents to the foregoing assignments. As soon as Scott’s Creek or Valleybrook (as applicable) has arranged a Tax Increment Financing Loan for its respective portion(s) of the Project, the Board and Scott’s Creek or Valleybrook (as applicable) shall execute an Additional Development Agreement setting forth Scott’s Creek’s or Valleybrook’s (as applicable) rights and obligations with respect to the Scott’s Creek Interests or Valleybrook Interests (as applicable). Each of Valleybrook and Scott’s Creek is a third-party beneficiary of this section and the other provisions of this Agreement related to the Property.

15. Successors and Assigns. Subject to Sections 12 through 14 above, inclusive, this Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

16. Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the business day following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, or immediately when delivered via electronic mail sent during normal business hours, or immediately when delivered via electronic mail sent during normal business hours, in each case to the address for each party set forth below.

If to Developer to:

The City of Lakeland, Tennessee
c/o Michael Walker, City Manager
10001 Highway 70
Lakeland, Tennessee 38002

with a copy to (which shall not constitute notice):
Patterson Bray PLLC
8001 Centerview Parkway, Suite 103

Memphis, TN 38018
Attention: Will Patterson
E-mail: wpatterson@pattersonbray.com

If to the Board to:

The Industrial Development Board of the
City of Lakeland, Tennessee
c/o Michael Walker, President
10001 Highway 70
Lakeland, Tennessee 38002

with a copy to (which shall not constitute notice):
Bass Berry & Sims PLC
100 Peabody Place, Suite 1300
Memphis, TN 38103
Attention: Al Bright, Jr.
E-mail: al.bright@bassberry.com

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices. Notwithstanding the foregoing, Payment Requests may be submitted to the Board via email at the email address above.

17. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Shelby County, Tennessee.

18. Further Assurances. The parties hereby covenant and agree to perform such other acts and to execute, acknowledge, and deliver such additional documents as may be necessary to effect the provisions of this Agreement in its entirety.

19. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Board and the City with respect to the Tax Increment Incentive. This Agreement contains the sole and entire agreement between the Board and the City with respect to the transactions contemplated by this Agreement.

20. Amendment. This Agreement may not be modified or amended in any respect except by written agreement executed by the parties to this Agreement in the same manner as this Agreement is executed.

21. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. Captions. All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which together constitute one and the same Agreement. Delivery of executed copies of signature pages to and/or signatures to this Agreement transmitted by Electronic Transmission (as defined herein) shall have the same effect as physical delivery of the paper document bearing the original signature. As used in this Agreement, the term “Electronic Transmission” means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient of the communication and that may be directly reproduced in paper form by such a recipient through an automated process.

24. Inspection Rights. Upon reasonable prior notice, the Board may inspect the Eligible Improvements to assure that the terms of this Development Agreement are being satisfied by a Developer.

25. Term. This Agreement shall be effective as of the date hereof and shall remain in effect until the earlier to occur of (i) the date that is six (6) months after the expiration of the final Allocation Period or (ii) completion of all Eligible Improvements and final payment of all Eligible Costs in connection therewith and, if applicable, final repayment of any outstanding Tax Increment Financing Loan(s).

26. No Government Limitation. This Agreement between the City and the Board shall not be construed to bind any other agency or instrumentality of federal, state, or local government in the enforcement of any regulation, code, or law under its jurisdiction.

27. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Board and the City have caused this Agreement to be duly executed as of the date first above written.

The Industrial Development Board of the City of Lakeland, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.*

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

The City of Lakeland, Tennessee, a municipal corporation organized under the laws of the State of Tennessee

By: _____
Name: _____
Title: _____

EXHIBIT A

Valleybrook Property Parcel ID Numbers

1. L0140 00299
2. L0150B C00001
3. L0150B C00002
4. L0150B C00003
5. L0150B C00004
6. L0150B C00005
7. L0150B C00006
8. L0150B C00007
9. L0150B C00008
10. L0150B C00009
11. L0150B C00010
12. L0150B C00011
13. L0150B C00012
14. L0150B C00013
15. L0150B C00014
16. L0150B C00015
17. L0150B C00016
18. L0150B C00017
19. L0150B C00018
20. L0150B C00019
21. L0150B C00020
22. L0150B C00021
23. L0150B C00022
24. L0150B C00023
25. L0150B C00024
26. L0150B C00025
27. L0150B C00026
28. L0150B C00027
29. L0150B C00028
30. L0150B C00029
31. L0150B C00030
32. L0150B C00031
33. L0150B C00032
34. L0150B C00033
35. L0150B C00034

Scott's Creek Property Parcel ID Numbers

1. L0150 00541
2. L0150 00286
3. L0150 00542

EXHIBIT B

Economic Impact Plan

[See attached]

EXHIBIT C
Planned Improvements

The following improvements in the Plan Area and Development Area:

- a) Clearing, excavation, and erosion control
- b) Existing infrastructure demo and construction or reconstruction of public infrastructure
- c) Storm water drainage, detention ponds, and flood control
- d) Water system infrastructure
- e) Water features
- f) Public sewer infrastructure and improvements
- g) Electrical system
- h) Utility relocation, installation, replacement and placement
- i) Natural gas
- j) Public roadways, curbs, grates, gutters, medians, speed bumps and traffic calming devices, including (without limitation) construction of Seed Tick Road north of Highway 70, roundabout intersections on Highway 70, and improvements to Old Brownsville Road
- k) Pedestrian crosswalks, sidewalks and pedestrian safety features
- l) Bike lanes and bike racks
- m) Landscaping, irrigation, fencing, and street furnishings
- n) Traffic signals, street signs, wayfinding, district branding signs and transit stops
- o) Street lights and other safety lighting
- p) Street signs
- q) Street trees and site preparation
- r) Public parking lots
- s) Public park area amenities
- t) Walking and running trails
- u) Pedestrian bridge to connect walking trails to the adjacent middle school and high school
- v) Public common areas
- w) Acquisition of land for public right of ways
- x) Security enhancements
- y) Clearing, grading, excavating, retaining walls and site work
- z) Pollution prevention for Scott's Creek
- aa) Permits, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing.

As used above, "public infrastructure" has the meaning given to such term in Tenn. Code Ann. § 9-23-102.

EXHIBIT D

Transaction Costs

1. All attorney's fees and expenses incurred by the Board and each Developer related to the negotiation and delivery of the Development Agreement, the Economic Impact Plan, any Additional Development Agreement, or any Tax Increment Financing Loan.
2. Subject to the limit on the Administrative Fee set forth in the Development Agreement, all other attorney's fees and expenses incurred by the Board and related to the Tax Increment Incentive.
3. Subject to the limit on the Administrative Fee set forth in the Development Agreement, all fees and expenses incurred by the Board associated with providing information required by the City and the County to identify and transfer the Tax Increment Revenues.
4. All out-of-pocket fees and expenses for attorneys, accountants, appraisers, surveyors, environmental consultants, engineers, and other professional advisors incurred by Developer in connection with the Tax Increment Incentive and the negotiation and execution of this Agreement.

EXHIBIT E

Form of Payment Request

PAYMENT REQUEST

To: The Industrial Development Board of the City of Lakeland, Tennessee
c/o President
10001 Highway 70
Lakeland, Tennessee 38002

Re: Development [and Financing] Agreement dated _____, 2024, between
_____ (“Developer”), and The Industrial Development
Board of the City of Lakeland, Tennessee, a public nonprofit corporation organized under
Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”)

Pursuant to Section [4] of the Development Agreement, please disburse the sum of
\$ _____ from the Project Tax Increment Fund. In connection with such disbursement,
the undersigned hereby certifies as follows:

(a) All amounts disbursed will be applied to the payment of or the reimbursement to
Developer for Eligible Costs (including, without limitation, Transaction Costs), and the Eligible
Improvements to which such Eligible Costs relate (if applicable) have been completed in material
compliance with the plans and specifications previously provided to the Board or its Construction
Consultant, to the extent applicable under the Development Agreement. The Construction
Consultant has inspected and approved the Eligible Improvements, to the extent its approval is
required under the Development Agreement.

(b) With the delivery of this Payment Request, all requirements for this disbursement
under Section [4] of the Development Agreement have been satisfied.

(c) Developer or the Developer Representative has entered into all development
agreements with the City of Lakeland or an agency thereof necessary for the construction of the
Eligible Improvements to which this Payment Request relates. As of the date of this Payment
Request, there are no defaults on the part of Developer or the Developer Representative under any
such development agreements.

Please disburse all such amounts to the parties in the manner described on Exhibit A
attached hereto.

All capitalized terms used herein and not otherwise defined have the respective meanings
given to such terms in the Development Agreement.

Dated as of _____, 202__.

Signatures on the following page.

DEVELOPER:

By: _____

Name: _____

Title: _____

Payment Request reviewed and reimbursement of Eligible Cost recommended if required under Development Agreement:

[CONSTRUCTION CONSULTANT]

By: _____

Title: _____

Date: _____

46093355.2



Board of Commissioners

Meeting Cycle: Thursday, December 5, 2024

Subject: **Resolution** - approving an agreement with the State of Tennessee Department of Human Services for new construction of an early learning center at the Lakeland Community Center.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-182-2024.

BUDGET IMPACT

Approval of the grant award does not directly impact the City's budget; however, the resulting expenditures and related grant revenues will be reflected in the General Fund.

DISCUSSION

The grant award and resolution approving the same are to accept federal grant funds for the construction of the early learning center at the Lakeland Community Center. This grant has been planned and anticipated, and will be received according to the schedule included in the grant agreement.

RESOLUTION R-182-2024

APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT
OF HUMAN SERVICES FOR NEW CONSTRUCTION OF AN EARLY LEARNING
CENTER AT THE LAKELAND COMMUNITY CENTER

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to construct a Lakeland Community Center to be operated by the YMCA of the Midsouth and to include an early learning center; and,

WHEREAS, the City is the recipient of a Coronavirus State and Local Fiscal Recovery Funds grant from the State of Tennessee Department of Human Services (“TDHS”) in the amount of Six Million Two Hundred Thirty-Seven Thousand and Five Hundred Dollars (\$6,237,500) for new construction of an early learning center; and,

WHEREAS, the City has no local match requirements related to the early learning center; and,

WHEREAS, appropriations related to the Lakeland Community Center are included in the Fiscal Year 2025 Annual Budget for the General Fund and are further reflected in the budget’s long-term financial plan and capital improvements plan:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement with the State of Tennessee Department of Human Services for construction of an early learning center at the Lakeland Community Center.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
THE CITY OF LAKELAND**

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and the City of Lakeland, Tennessee, hereinafter referred to as the "Grantee" or "Lakeland," is for the provision of capital investments in child care capacity, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2665

BACKGROUND:

1. This Grant Contract is intended to facilitate the New Construction (defined in Section A.2 below) of an Early Learning Center ("ELC") (defined in Section A.2 below) in Lakeland, Tennessee, at the address identified in Section A.5 below, which will be occupied, operated, and administered by YMCA of Memphis & the Mid-South ("YMCA").
2. Grantee and YMCA have entered into a separate agreement – the "Operation and Maintenance Agreement" – governing YMCA's use and maintenance of the ELC, which is attached and incorporated hereto as Attachment D. The State hereby acknowledges and approves Grantee's use of this Operation and Maintenance Agreement.
3. The ELC will constitute one component of a larger community center construction project being undertaken by Grantee at the address identified in Section A.5 below.
4. Grantee has confirmed that it holds clear and unencumbered title to the property at the address identified in Section A.5 below, as demonstrated in the real estate deed attached to this Grant Contract as Attachment F.
5. Funding for the new construction of the ELC is provided by a federal award issued to the State of Tennessee pursuant to the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program, which was authorized by the American Rescue Plan Act of 2021. The Final Rule associated with SLFRF, which describes the various projects to which SLFRF funds may be applied, identifies the construction of an early learning center as an eligible capital expenditure.
6. It is the intent of the parties to the instant contract that the ELC operated at the address identified in Section A.5 shall obtain licensure from the Tennessee Department of Human Services prior to serving children and all programming implemented by YMCA at the ELC will provide ongoing developmentally appropriate curriculum designed to support the cognitive, social, emotional, and physical growth of children in the Lakeland community between the ages of six (6) weeks and five (5) years, and will comport with all relevant rules and regulations promulgated by the Tennessee Department of Human Services.
7. Grantee and the State have a joint interest in establishing and maintaining the ELC for the long-term benefit of Lakeland parents and children, consistent with the goal of the SLFRF program. Accordingly, Grantee and the State agree to the imposition of a Facility Use and Duration requirement, described in Section A.18 below, which prohibits Grantee from utilizing the ELC for any purpose other than Child Care (defined in Section A.2 below) in the event the Operation and Maintenance Agreement between Grantee and YMCA is terminated for any reason prior to the expiration of the term set forth therein, and guarantees that the ELC will continue to be used for Child Care purposes regardless of the tenant for a period of at least twenty (20) years.

8. Lakeland, as the Grantee, is responsible for fulfillment of all provisions included in this Grant Contract. However, because of the complex nature of both the New Construction and the attendant contractual relationships contemplated herein, references to “the Grantee or its designee” have been included to reflect the reality that Lakeland may wish to involve non-party YMCA, as a potential designee, to assist with the execution of certain provisions of this Contract at the discretion of Lakeland. Lakeland is in no way relieved of its obligation to fulfill each provision set forth in this Contract.

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
- A.2. Definitions.
 - a. “Capital Expenditure” means an expenditure that is incurred as part of a New Construction (defined below), or that is used to acquire capital assets or make additions, improvements, modifications, replacements, rearrangements, reinstallations, Renovations (defined below), or alterations to capital assets that materially increase their value or useful life.
 - b. “Capital Project Plan” means Grantee’s or its designee’s plan that addresses all individual capital projects, including all major, non-recurring expenses tied to buildings, land, or other infrastructure; construction and completion schedules; and any financing plans funded under this Grant Contract.
 - c. “Child Care” means the provision of supervision and protection, and, at a minimum, meeting the basic needs, of a child or children for less than twenty-four (24) hours a day.
 - d. “Construction Contract” means any contract between Grantee or its designee and its contractors or subcontractors for the furnishing of labor, services, or materials in connection with the New Construction or Renovation.
 - e. “Early Learning Center” or “ELC” means a DHS-licensed Child Care center, as defined in Tenn. Code Ann. § 71-3-501, that is operated by any person or entity that provides Child Care for three (3) or more hours per day for at least thirteen (13) children who are not related to the primary caregiver.
 - f. “New Construction” means the process of designing and building a new facility or structure, including the building of a new facility or structure that will be an addition to an existing or planned facility or structure, for use as a Child Care center.
 - g. “Renovation” means a change in the functional use or operation of space in an existing building or structure such that its occupancy changes for building code, insurance, or funding purposes, for use as a Child Care center.
- A.3. The Grantee or its designee shall engage in activities to build the supply of Child Care in low-income communities, especially for historically underserved populations. These activities shall include but not be limited to: outreach to parents, employers, and other stakeholders to understand the unique Child Care needs in that community; development of new licensed Child

Care capacity designed to meet those needs; and promotion of the new licensed Child Care capacity to low-income families and historically underserved populations.

- A.4. The Grantee or its designee shall undertake and complete the New Construction of an ELC that can accommodate up to 175 children between the ages of six (6) weeks and five (5) years of age.
- A.5. The Grantee or its designee shall perform all services necessary to complete the New Construction in accordance with Section A of this Grant Contract and the portion of the YMCA Memphis & the Mid-South Project Summary Overview, included and incorporated into this Grant Contract as Attachment C, at the following location:
- Lakeland
9822 Huff N Puff Rd
Lakeland, TN 38002
- A.6. The Grantee or its designee shall ensure that any services or materials that are expected to cost \$250,000.00 or more undergo a formal bidding process that complies with all relevant provisions of 2 C.F.R. Part 200, including but not limited to, 2 C.F.R. §§ 200.319 and 200.320.
- A.7. The Grantee or its designee shall adhere to the cost allocations and apportionments set forth in the Lakeland Community Center Project Cost Estimate, attached and incorporated into this Grant Contract as Attachment E, and ensure that no grant funds provided under this Grant Contract are used for construction of non-ELC portions of the Lakeland Community Center.
- A.8. Capital Project Plan. The Grantee or its designee shall develop and submit a Capital Project Plan to the State within sixty (60) days of the Effective Date for approval. The Capital Project Plan shall demonstrate how the Grantee or its designee will utilize funding to provide Child Care in the state and address Child Care deserts created and exacerbated by the COVID-19 pandemic. At a minimum, the Grantee's or its designee's Capital Project Plan shall adhere to all guidelines required by 31 CFR Part 35 related to the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund and include the following:

- a. A written justification that includes the following elements:
- i. description of the harm or need to be addressed;
 - ii. explanation of why the harm was exacerbated or caused by the public health emergency. The Grantee or its designee shall include quantitative information showing the extent and type of harm, such as the number of individuals or entities impacted, as appropriate;
 - iii. independent assessment, prepared by an impartial person or entity, demonstrating why the capital expenditure is appropriate to address the specified harm or need, including but not limited to, an explanation of why the existing capital equipment, property, or facilities would be inadequate to address the harm or need and why policy changes or additional funding to pertinent programs would be insufficient without the corresponding capital expenditures, or show that the other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure; and
 - iv. objective comparison of the Grantee's or its designee's proposed capital expenditure to at least two (2) alternative capital expenditures and demonstration of why the proposed capital expenditure is superior to the alternatives.

- b. Project details, including but not limited to, the following:
- i. the location(s) of Grantee's or its designee's proposed capital improvements;
 - ii. estimated overall cost of each project location;
 - iii. estimated overall project timeline for each project location, including project prioritization;
 - iv. the number of child care slots created at each proposed capital improvement location;
 - v. copy of properly executed contract of sale or purchase agreement for any purchased commercial real estate or true copy of the property lease(s), if applicable;
 - vi. copy of proof of title insurance, as applicable;
 - vii. a list and brief explanation of New Constructions or Renovations, as applicable, and capital improvements needed at each location, including any fixtures, furniture, or equipment needs;
 - viii. copy of any sale agreements for vehicles or other transportation-related service items funded under this Capital Project Plan;
 - ix. a sustainability plan demonstrating ongoing operations and maintenance of any property purchased or New Constructions or Renovations, as applicable, and capital improvements funded under this Capital Project Plan, including estimated operational and maintenance costs for each project location; and
 - x. copy of performance bond, in accordance with Section E.5.
- c. The State, at its sole discretion, may request changes to Grantee's or its designee's Capital Project Plan. The Grantee or its designee shall have forty-five (45) days from the receipt of the State's written request to make the changes.
- A.9. The Grantee or its designee shall begin implementation of its approved Capital Project Plan within thirty (30) days of approval. If the Grantee or its designee includes New Construction or Renovations as part of its Capital Project Plan, the Grantee or its designee shall be responsible for securing all real property or leases prior to implementation of its Capital Project Plan.
- A.10. The Grantee or its designee shall be required to utilize licensed, bonded, and insured professionals and obtain all required approvals for any Construction Contracts and New Construction or Renovations included in its approved Capital Project Plan in accordance with all federal, state, and local laws and rules, including, but not limited to, Tenn. Code Ann. § 68-102-143, Tenn. Code Ann. § 68-120-101 et seq., and Tenn. Code Ann. § 62-6-102 et seq. If Grantee or its designee breaches any portion of this section, the State shall have the right to withhold all payments related to the breach due to Grantee's or its designee's failure to comply until such breach has been fully cured.
- A.11. The Grantee or its designee shall be responsible for payment to its agents, contractors, subcontractors, consultants, and subconsultants under Construction Contracts.
- A.12. The Grantee or its designee shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of hazardous materials at New Construction or Renovation locations. The Grantee or its designee shall be responsible for disposing of the materials according to state and federal guidelines. If any release or disposal of hazardous materials shall occur or shall have occurred at any New Construction or Renovation locations, the Grantee or its designee shall cause the prompt containment and removal of the hazardous materials and the remediation of the New Construction or Renovation locations as necessary to comply with all environmental laws.

- A.13. Monthly Reporting. The Grantee or its designee shall report the progress of its Capital Project Plan on a monthly basis as specified below. The Grantee or its designee shall submit monthly progress reports to the State, due no later than the fifteenth (15th) day of the following month.
- a. The Grantee's or its designee's monthly progress report must include at least the following information for the locations receiving services under this Grant Contract during the reporting cycle:
 - i. Location(s) receiving the capital improvement;
 - ii. Expenditures to date by location(s);
 - iii. Name and license number of the licensed contractor or subcontractor business providing services at each location;
 - iv. Achievement of Capital Project Plan milestones;
 - v. Status of all funded activities, including project timeline by location(s); and,
 - vi. Capital Project Plan challenges and action-driven solutions to address challenges.
- In addition to the foregoing, the Grantee shall provide any additional data as requested by the State.
- b. If, upon review, the State determines that any report is deficient, the State will return the report to the Grantee or its designee and notify the Grantee or its designee of the deficiency. No later than five (5) business days after the State provides such notice of a report deficiency, the Grantee or its designee shall correct the report and resubmit it to the State.
 - c. Upon the State's request, the Grantee or its designee shall provide ad hoc reports in such form and substance and at such frequency as the State may direct in writing. Ad hoc reporting and presentations may be required by the State, with 30 days' notice given to the Grantee or its designee.
- A.14. Final Report. The Grantee or its designee shall submit a final evaluation report within thirty (30) days of the conclusion of the Term (defined below). At a minimum, the report shall include:
- a. The areas covered in section A.13 as part of the monthly reporting;
 - b. The number of locations opened;
 - c. Number of child care slots created per location;
 - d. The physical address of all new or renovated locations;
 - e. The total amount expended;
 - f. A statement of projected impact to the community; and
 - g. A statement of additional barriers that may still need to be addressed to meet the community's needs.
- A.15. The Grantee or its designee shall respond to inquiries by the State within the time period requested by the State in writing.
- A.16. Without limitation of any other right established in this Grant Contract, the State or its designee may visit the Grantee's or its designee's offices or facilities at any time to review records or monitor performance, with or without prior notice.
- A.17. The Grantee or its designee shall ensure any Child Care location receiving support through this Grant Contract be contracted to participate in the Child Care Certificate Program.
- A.18. Facility Use and Duration. Grantee shall ensure that the ELC that is the subject of this Grant Contract is and continues to be used exclusively for Child Care, consistent with the goals of the

SLFRF program funding this Grant Contract, for a period of no fewer than twenty (20) years, irrespective of the tenant that occupies the ELC during that time period.

A.19. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's or its designee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
- b. this Grant Contract with any attachments or exhibits (excluding the items listed at subsections c. through e. below);
- c. the Grant Budget, attached hereto as Attachment A;
- d. any other attachments; and
- e. the Grantee's or its designee's proposal, if any, which is incorporated to supplement the Scope of Services.

A.20. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

A.21. Correction of Deficiencies. Any corrections of deficiencies relating to Section A requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Grantee or its designee at no cost to the State.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2025 ("Effective Date") and ending on December 31, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed six million two hundred thirty-seven thousand and five hundred dollars (\$6,237,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due to the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall receive periodic/partial advance payments or reimbursement for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1 above.

- a. The Grantee's reimbursement shall be contingent upon satisfactory provision of the goods and services set forth in Section A of this Grant Contract.
- b. The Grantee shall be compensated based on the following payment methodologies (Table 1) for allowable New Construction or Renovation costs as consistent with the Project Summary Overview (Attachment C):

1. Partial Advance Payment for New Construction or Renovation Costs.

- i. The total partial advance payment shall not exceed six hundred twenty-three thousand seven hundred fifty dollars (\$623,750.00), which represents ten percent (10%) of the total allowable New Construction or Renovation costs provided in the Project Summary Overview (Attachment C).
- ii. The Grantee shall submit an invoice with all required supporting documentation, including but not limited to purchase orders, invoices, firm estimates, or any other documentation requested by the State, prior to any partial advance payments for allowable New Construction or Renovation costs as consistent with the Project Summary Overview (Attachment C).
- iii. A final report shall be presented to the State within fifteen (15) days after the end of the calendar month in which the partial advance payment was exhausted by the Grantee. The final report shall document all monies spent under the partial advance payment, as consistent with the invoice submitted for partial advance payment and Project Summary Overview. The partial advance payment final report must be submitted and approved by the State before the Grantee can submit any invoices for periodic advance payments.

2. Periodic Advance Payment for New Construction or Renovation Costs.

- i. Each monthly periodic advance payment shall not exceed two hundred seventy-seven thousand two hundred twenty-two dollars and twenty-two cents (\$277,222.22).
- ii. Following receipt and approval of the Grantee's partial payment final report, the Grantee shall submit a monthly invoice with all required supporting documentation, including but not limited to purchase orders, invoices, firm estimates, or any other documentation requested by the State, prior to any periodic advance payment for allowable New Construction or Renovation costs as consistent with the Project Summary Overview (Attachment C).
- iii. A monthly progress report shall be presented to the State within fifteen (15) days after the end of the calendar month in which the subject costs were incurred or by the Grantee. The monthly progress report shall document the expenditures for each month's periodic advance payment, as consistent with the invoice submitted for that same month's periodic advance payment. The monthly progress report shall include but not be limited to documentation showing proof of expenditures, documentation showing any differences in the invoice and the progress report, and any other documentation requested by the State.
- iv. The State reserves the right to suspend any or all subsequent periodic advance payments due to the Grantee until each month's progress report is approved by the State.

- a) The State may suspend periodic payments under this Grant Contract if the Grantee fails to comply with any terms of this Grant Contract or, after written notice, of Grantee's failure to timely provide progress reporting.
 - b) The State will provide written notice to the Grantee for suspension of payments under this Grant Contract. The State may suspend payment until Grantee corrects a finding of non-compliance with the terms of this Grant Contract or delivers the progress reporting.
 - c) Suspension of payments shall not exceed two hundred forty (240) days. Failure to comply with the terms of this Grant Contract or deliver progress reports within the two hundred forty (240) days entitles the State to exercise and right at law or in equity, including without limitation, termination of this Grant Contract.
- v. If Grantee provides a Certificate of Occupancy or equivalent and an invoice with all required expenditure and support documentation to the State before all advanced periodic monthly payments have been made, the remaining advanced periodic monthly payments required to be paid by the State to the Grantee pursuant to this Grant Contract shall become payable in one lump sum upon State acceptance of the invoice.
3. Reimbursement for New Construction or Renovation Costs.
- i. Following the receipt of the Certificate of Occupancy or equivalent, the Grantee may submit its final invoice with all required supporting documentation for allowable New Construction or Renovation costs prior to the State's release of the final payment.
 - ii. The total reimbursement payment for the remaining allowable New Construction or Renovation shall not exceed six hundred twenty-three thousand seven hundred fifty dollars (\$623,750.00), which represents ten percent (10%) of the total allowable New Construction or Renovation costs provided in the Project Summary Overview (Attachment C).

Table 1 New Construction / Renovation Grant Payments	
Goods or Services Description	Amount (per compensable increment)
Partial Advance Payment	\$623,750.00
Monthly Periodic Advance Payments (over the course of 18 months)	\$ 277,222.22/month
Reimbursement	\$623,750.00

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. Reserved.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall

not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-Allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract

and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee 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 subrecipients 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 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gwen Laaser, Director of Child Care Services
Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
gwen.laaser@tn.gov
Telephone # (615) 313-3893

Administrative Contact:

Chasidy Johnson, Director of Compliance, Child Care Services
Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
Chasidy.Johnson@tn.gov
Telephone # (615) 313-4893

The Grantee:

City of Lakeland, Tennessee
ATTN: City Manager
Michael Walker
10001 Hwy. 70
Lakeland, TN 38002
(O) 901-867-2717

Fiscal Contact:

Sue Matthews, Director of Finance
City of Lakeland
10001 Hwy. 70
Lakeland, TN 38002
PH#901-867-5405

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project [is being] [was] supported, in whole or part, by federal award number [enter project FAIN] awarded to [name of recipient] by the U.S. Department of Treasury under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal)

to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. Reserved.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Payment Bond. The Grantee shall obtain a payment bond for one hundred percent (100%) of the Maximum Liability guaranteeing that subcontractors, laborers, and material suppliers will be paid for performance under this Grant Contract with the additional obligation that the Grantee shall promptly make payment of all taxes, licenses, assessments, contributions, penalties, and interest. The State reserves the right to review the bond amount and bonding requirements as any time during the Term. The Grantee shall submit a copy of its bond to the State no later than the day immediately preceding the Effective Date. The payment bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The payment bond shall guarantee that the subcontractors, laborers, and material suppliers will be paid for performance during the Term and all extensions or renewals of the Grant Contract.

Failure to provide a copy of the payment bond to the State as required under this Grant Contract may result in this Grant Contract being terminated by the State. The payment bond required under this Grant Contract shall not be reduced during the Term without the State's prior written approval.

- E.5. Performance Bond. The Grantee shall obtain a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Grant Contract and in the amount equal to one hundred percent (100%) of the Maximum Liability. The Grantee shall submit a copy of its bond to the State no later than the day immediately preceding the contract start date. The bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Grant Contract.

Failure to provide the performance bond(s) as required herein prior to the Grant Contract start date and, as applicable in the case of an annual performance bond, no later than December 10th preceding each annual covered period beginning on January 1st of each year, shall result in contract termination. The Grantee understands and agrees that the stated amount of the

performance bond required hereunder shall not be reduced during the contract period for any reason.

- E.6. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to

pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.8. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, et seq., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.9. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.10. Equal Opportunity. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.
- E.11. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.12. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of the Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.14. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.15. Capital Asset. The Grantee shall:
- (a) Obtain prior written approval prior to completing or purchasing any Capital Expenditures, Equipment, or Capital Assets as defined by 2 CFR Part 200.
 - (b) Use general purpose equipment, buildings (facilities), and land ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (c) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (d) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

- (e) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (f) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (g) Maintain and manage the Capital Asset and associated property records, including a physical inventory of the property at least once every two (2) years and reconcile the results with the property records in accordance with 2 CFR Part 200.
- (h) Carry insurance on Capital Assets sufficient to cover the State interest (if any), and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101, et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (i) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (j) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to dispose of the Capital Asset in accordance with 2 CFR Part 200.

- (k) Adopt and enforce an on-the-job seatbelt policy for their employees when operating company-owned, rented, or personally owned vehicles pursuant to Executive Order 13043, 62 FRC 19217 (Apr. 18, 1997).
- (l) Adopt and enforce a ban on text messaging while driving policy to decrease accidents caused by distracted driving pursuant to Executive Order 13513, 74 FRC 51225 (Oct. 6, 2009).

- E.16. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- E.17. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:

The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.18. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- E.19. Continuous Operations. The occurrence of any of the following events during the twelve-month period following either the expiration or the early termination of this Grant Contract, whichever occurs first, shall require the Grantee to repay directly to the State any or all portions of the funds paid by the State to the Grantee under this Grant Contract, in the specific amount which the State gives written notice to the Grantee ("Repayment Amount"):
- a. The Grantee fails to complete the Project(s) listed on the Project Summary Overview (Attachment C) during the Grant Term or ceases to operate or remain a going concern;
 - b. The Grantee fails to maintain the new child care slots funded under this Grant Contract as consistent with the Grantee's Capital Project Plan; or
 - c. The Grantee or any of its subsidiaries, pursuant to or within the meaning of Title 11, U.S. Code, or any similar Federal, foreign or state law for the relief of debtors, (1) commences a voluntary case, (2) consents to the entry of an order for relief against it in an involuntary case, (3) consents to the appointment of a receiver, trustee, assignee, liquidator, or similar official, (4) makes a general assignment for the benefit of its creditors, or (5) admits in writing that it is generally unable to pay its debts as they become due.

This Section E.19 expressly survives the expiration or early termination of this Grant Contract.

IN WITNESS WHEREOF,

THE CITY OF LAKELAND, TENNESSEE:

MICHAEL WALKER, CITY MANAGER

DATE

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER

DATE

ATTACHMENT A

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GRANT BUDGET				
CITY OF LAKELAND, TENNESSEE				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following applicable period: BEGIN: January 1, 2025 END: December 31, 2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$6,237,500.00	\$0.00	\$6,237,500.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$6,237,500.00	\$0.00	\$6,237,500.00

¹ Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at: <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/library-/html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Construction Cost	\$6,237,500.00
TOTAL	\$6,237,500.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Lakeland
Subrecipient's Unique Entity Identifier (SAM)	K49KP3ZCGW63
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	10-2021 to 12-2026
Subaward Period of Performance Start and End Date	1/1/25, 12/31/26
Subaward Budget Period Start and End Date	1/1/25, 12/31/26
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 Coronavirus State and Local Fiscal Recovery Funds
Grant contract's begin date	1/1/25
Grant contract's end date	12/31/26
Amount of federal funds obligated by this grant contract	\$6,237,500.00
Total amount of federal funds obligated to the subrecipient	\$6,237,500.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,370,840
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Provision of a pilot program to increase supply, access, and availability to high quality child care.
Name of federal awarding agency	Department of the Treasury
Name and contact information for the federal awarding official	Fiscal Service - DO
Name of pass-through entity	Tennessee Department of Human Services
Name and contact information for the pass-through entity awarding official	Jude White, Assistant Commissioner, Child Care and Community Services James K Polk Building, 15 th Floor 505 Deaderick St., Nashville, TN 37243 PH: 615-837-5092 Email: jude.white@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

TN Finance & Administration/ TN Resiliency Plan/ American Rescue Plan (ARP) Budget

	Total	Narrative/Explanations (List Club sites relative to the line item request and additional narrative to justify line item in budget related to request)	County
Capital			
Construction costs	\$ 5,332,500	Construction of a new licensed childcare early learning center that will accommodate up to 200 infant through Pre-k children along with up to 100 school age children in before/after care and serving the citizens and communities of Lakeland, Bartlett, Arlington along with the Fayette county citizens and soon to be Ford Blue Oval City citizens utilizing the I-40 corridor into Memphis or out to the Ford blue oval plant and surrounding businesses.	Shelby
FF&E & Interior Finishes	\$ 905,000		
SUBTOTAL	\$6,237,500		
TOTAL	\$6,237,500		

LAKELAND COMMUNITY CENTER AGREEMENT

Between

CITY OF LAKELAND, TENNESSEE

And

YMCA OF MEMPHIS & THE MID-SOUTH

THIS OPERATION AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the 3rd day of October, 2024 (the “Effective Date”) by and between the **CITY OF LAKELAND, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter called “City”), and **YMCA OF MEMPHIS & THE MID-SOUTH** (hereinafter called “YMCA”), a 501(c)(3) non-profit organization experienced in early learning, youth development, health and wellness and social responsibility programming.

WITNESSETH:

WHEREAS, the City owns certain real property located within the Lakeland Gateway TIF District specifically designated for public use; and

WHEREAS, the City intends to construct the Lakeland Community Center through funding to be secured as part of the USDA Rural Development Community Facilities Loan Program; and

WHEREAS, the City wishes to enter into this Agreement with the YMCA to operate and maintain the Lakeland Community Center to provide early learning, social services, and various programming services for its residents; and

WHEREAS, the City recognizes the benefits of this Agreement with the YMCA; and

WHEREAS, the City and YMCA have coordinated in developing this Agreement; and

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, and the mutual covenants hereinafter set forth, the City contracts with the YMCA to operate and maintain the Lakeland Community Center to provide early learning (referred hereinafter as the “Early Learning Center” or “ELC”), social services, and various programming and services for its residents on the terms and conditions set forth below.

1. Lakeland Community Center Maintenance and Repair:

- a. The YMCA will be solely responsible for performing and paying for all routine repairs and maintenance. This does not include replacement of major systems (e.g. HVAC, dehumidifier, roof, parking lot, structural components of the building, pool equipment). Routine repairs, and maintenance include but are not limited to:
 - i. Painting; and
 - ii. General preventative and periodic maintenance procedures to keep the equipment operational; and
 - iii. Building and equipment repairs of any nature under \$10,000; and
 - iv. Repairs or maintenance to major systems that do not require replacement; and
 - v. All other routine and maintenance repairs that fall under the described threshold.
- b. The YMCA shall maintain and repair the Lakeland Community Center in a good and functional condition and will make repairs within 30 days and will not exceed 60 days depending on the extent of the repair. There may be times when repairs cannot be made within 90 days due to circumstances beyond the control of the YMCA or the City of Lakeland, for example, like a supply chain delay or a contractor delay. In this event, the YMCA and the City of Lakeland will cooperate in good faith to determine the anticipated repair date. The YMCA shall be responsible for all costs, of whatever nature, for operation, maintenance, and repair of the interior and exterior of the Lakeland Community Center, and all systems as defined herein. The exterior maintenance will include, but is not limited to, monitoring and maintaining all trees on the property, all landscaping and flower beds, all privacy fencing and ornamental fencing, concrete and brick paver walkways, childcare play equipment, irrigation system, turf maintenance and care, including the application of any fertilization, herbicides, and pesticides.

The City shall not be responsible for the clean-up of the grounds necessitated by the YMCA programming or functions held outdoors on the grounds, which shall be the responsibility of the YMCA to clean up.

2. Term and Use of Lakeland Community Center:

- a. It is agreed and acknowledged that the utilization fee of the Lakeland Community Center that would be chargeable by the City is less than the value to the City of (1) the various programming services to be provided by the YMCA plus (2) the costs of operation, maintenance and repair of the Lakeland Community Center to be assumed by the YMCA, and that the social services, various programming and services and Lakeland Community Center care provided to the City by the YMCA fully compensate the City for the value of the use of the Lakeland Community Center. The Parties further agree and acknowledge that the Lakeland Community Center will contain the ELC, non-ELC area, and other shared facilities that collectively comprise the Lakeland Community Center. A copy of the Preliminary Architectural Report ("PAR") submitted to USDA which depicts the ELC, non-ELC area, and shared facilities is attached hereto as Exhibit A and incorporated by reference.
- b. The YMCA agrees to begin operating the Lakeland Community Center within sixty (60) days of receipt of the Certificate of Occupancy. For purposes of determining the terms set forth herein, the date on the Certificate of Occupancy shall be referred to as the Opening Date.
- c. The YMCA will operate the non-ELC portion within the Lakeland Community Center for an initial term of ten (10) years ("Non-ELC Term"), beginning on the Opening Date. On the tenth, twentieth, and thirtieth anniversaries of the Opening

Date, the Non-ELC Term shall automatically renew for an additional term of ten (10) years under the same terms and conditions as contained in this Agreement, unless the Agreement is otherwise terminated or modified, in writing, and signed by both Parties.

- d. The YMCA will operate the ELC portion within the Lakeland Community Center for an initial term of twenty (20) years (“ELC Term”), beginning on the Opening Date. On the twentieth anniversary of the ELC Term, this Agreement shall automatically renew one time for an additional term of (20) years under the same terms and conditions as contained in this Agreement. Following the expiration of the renewed ELC Term, the Parties agree to negotiate in good faith toward the execution of another agreement for the ELC portion of the Lakeland Community Center.
- e. If the City elects to terminate either the ELC Term or non-ELC Term but not both, the Parties agree to negotiate in good faith to resolve any dispute related to each party’s shared cost of the Lakeland Community Center’s maintenance and repair as well as shared access to any jointly used areas of the Lakeland Community Center.
- f. The YMCA agrees that all business conducted within the Lakeland Community Center and all uses of the Lakeland Community Center will be in accordance with all federal, state, and local laws and regulations applicable. YMCA agrees that, if it ceases to use the Lakeland Community Center pursuant to this Agreement, this Agreement shall terminate, and YMCA will surrender the premises to the City and forfeit any right it may have to any capital funds, fixtures, or other improvements that YMCA contributed to the Lakeland Community Center. YMCA further agrees that it will not voluntarily surrender or otherwise fail or refuse to operate any

portion of the Lakeland Community Center during the initial ELC Term or initial Non-ELC Term (collectively “Initial Terms”). If YMCA surrenders any portion of the Lakeland Community Center after either Initial Term, YMCA agrees to provide the City with at least one hundred eighty (180) days written notice and shall maintain operations under the terms of this Agreement for the described period to cause no service delay; and to allow the City to conduct a full transition of services for any portion of the Lakeland Community Center that YMCA no longer intends to operate.

- g. Throughout the Terms and renewed Terms set forth in this Agreement, the YMCA shall make meeting rooms and other facilities available to the City at reasonable times and on reasonable advance notice for community events/activities at no cost. The YMCA will use its best efforts to accommodate scheduling of these community events/activities to include use of gym facilities for town hall meetings and community meeting rooms for meetings of the Board of Commissioners, advisory boards to the City, staff and others, subject to advance notice. The YMCA shall in good faith cooperate in the scheduling of facilities in accordance with all applicable law. In addition to the above, YMCA agrees to provide the City use and access of the Lakeland Community Center as outlined in Exhibit B, which may be modified on an annual basis by agreement between YMCA and the City’s Board of Commissioners.
- h. The YMCA agrees to maintain insurance on the Lakeland Community Center for said premises' replacement value, naming the City as the loss payee. YMCA agrees to provide the City with proof of such insurance. The parties agree that, if the Lakeland Community Center sustains damage and YMCA wishes to continue this

Agreement, said insurance proceeds will be used to repair or replace the Lakeland Community Center.

- i. The YMCA shall provide liability insurance against claims for personal injuries and damage to the property which may arise from the YMCA's programming, operation, maintenance, and repair of the Lakeland Community Center. The cost of such insurance shall be paid by the YMCA and shall be within the limits acceptable to the City but not less than the insurance minimums set forth in the Tennessee Governmental Tort Liability Act. The YMCA shall also maintain casualty insurance on the Lakeland Community Center.
- j. The YMCA shall pay any charges for electricity, water, gas, sewage, heat, telephone, internet, or other utilities which may be used, rendered, or supplied upon or in connection with the Lakeland Community Center.
- k. As between the City and YMCA, YMCA shall, and does hereby assume, all risks of loss or injury to the property or person of all persons at any time upon the Lakeland Community Center while this Agreement is in effect. YMCA shall, and does hereby agree to, indemnify, and hold City harmless for and from all claims, demands, suits, judgment costs or expenses on account of any such loss or injury. At any times the City is utilizing the Lakeland Community Center under the terms of Exhibit B, the City does, subject to the liability and immunity provisions set forth in the Tennessee Governmental Tort Liability Act, hereby assume, all risks of loss or injury to the property or person of all persons at any time upon the Lakeland Community Center while this Agreement is in effect.
- l. The City covenants that the City has good title to the property on which the Lakeland Community Center will be constructed; that the Lakeland Community

Center, once constructed, will be unencumbered (other than any instrument required by the City's funding source(s)); and that the City has authority to enter into this Agreement. Except as otherwise provided herein or agreed to by the Parties, YMCA, upon the payment pursuant to this Agreement herein provided and upon performance of all the terms and conditions hereof, shall quietly have and enjoy the Lakeland Community Center during the term hereof.

3. YMCA Capital Contribution

The YMCA will contribute at least Four Million Seven Hundred Sixty-Three Thousand Dollars (\$4,763,000.00) ("YMCA Capital Contribution") towards the funding of the Lakeland Community Center. Upon the termination of the Agreement by the City, the City shall be obligated to repay the YMCA Capital Contribution based on a 40-year depreciation schedule or an agreed upon "useful life" depreciation schedule as determined by the Modified Accelerated Cost Recovery System (MACRS) and/or required in the federal income tax code. Any termination by the YMCA shall not result in the YMCA receiving any repayment of the YMCA Capital Contribution.

4. Lakeland Community Center Oversight, Membership Strategy, & Communication:

- a. The City and YMCA shall hereto, upon execution of this Agreement, form a City of Lakeland YMCA Advisory Board to provide recommendations, advocacy, and conduct fundraising activities for the newly formed Lakeland Community Center that coincide with the guidelines set by the City, YMCA, and the terms of this Agreement. The Lakeland YMCA Advisory Board shall consist of the City's Parks and Recreation Board, the CEO of the YMCA or his/her designee, and the City's Director of Parks and Recreation.
- b. Upon request, the YMCA will provide the City with a community benefit report for

the Lakeland Community Center including a statistical analysis of the services provided. The report shall include at a minimum but not limited to the following: the number, attendance, and dollar amount of non-member rental, attendance at special events, the number of City residents with active membership at the Lakeland Community Center, and the number of members receiving financial assistance.

- c. As part of this Agreement, City officials and staff shall receive complimentary membership at the Lakeland Community Center and shall receive a reduction in other fees for various programming in an amount to be determined by the YMCA in its sole discretion. Further, officials and staff of the Lakeland School System shall receive member pricing on all services offered at the Lakeland Community Center and shall be considered "residents" solely for the purpose of eligibility for membership. Membership in the Lakeland Community Center shall entitle members to use all the YMCA branch facilities in the Memphis Service area and any YMCA in the United States that recognizes the "YMCA Away" program. Additionally, Lakeland Community Center members will be eligible for discounts on childcare and summer camps for eligible children in the YMCA's childcare programs across the Mid-South. Members of other YMCA branch facilities in the Memphis Service area and any YMCA in the United States that recognizes the "YMCA Away" program shall be prohibited from utilizing Lakeland Community Center's various programming services.
- d. The YMCA shall, upon the expiration of this Agreement or upon the sooner termination as herein provided, peacefully and quietly surrender the Lakeland Community Center to the City, including any fixtures or other improvements which may remain thereon. The YMCA shall, upon the termination of this Agreement, if

it is not in default hereunder, arrange a transfer of any required equipment to the City of Lakeland during the transition of services. Any damage resulting from the removal of remaining equipment shall be repaired, and the YMCA shall fully restore the Lakeland Community Center. All such items that are not transferred to the City of Lakeland or promptly removed by the YMCA upon termination hereof shall become the property of the City.

- e. If there shall be a default in the performance of any covenant, agreement or condition herein contained on the part of YMCA for more than sixty (60) days after written notice is given by the City to YMCA, this Agreement shall thereupon be terminated at the City's sole option, and the City shall have the right to re-enter or repossess the Lakeland Community Center and dispossess and remove therefrom YMCA, or other occupants thereof, and their effects, in a lawful manner without being liable for any prosecution therefor. If the City exercises its option to terminate this Agreement, the YMCA shall enter into a Transfer of Services Agreement with the City of Lakeland for at least sixty (60) days after the option to terminate this Agreement is exercised. The Transfer of Service Agreement will require the YMCA to maintain operations under the terms defined herein during the specified period to cause no service delay and allow the City to conduct a full transition of services.
- f. The City shall further be entitled to terminate this Agreement, without cause, upon giving sixty (60) days' written notice. The City may terminate the Agreement for any reason, including for convenience and without cause. In doing so, the City may elect to consider only its own interests and will not be required to consider the effect of any such termination on the YMCA. Any such written notice shall be served by

certified or registered mail, return receipt requested. The City agrees that it will not terminate the Agreement without cause during the first one hundred and twenty (120) months following the receipt of the Certificate of Occupancy for the Lakeland Community Center.

- g. The YMCA, nevertheless, shall be liable for all loss or damage resulting from such default or termination should this Agreement be placed in the hands of an attorney for default or breach, or for the enforcement of any rights herein reserved or stipulated, YMCA agrees to pay all costs incident thereto, including reasonable attorneys' fees.
- h. The YMCA may not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the City.
- i. This Agreement shall become effective as of the Effective Date first above written.
- j. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties hereto.
- k. The parties intend to comply with any applicable regulations on this Agreement. In the event any changes to this Agreement need to be made, the parties agree to negotiate and enter an appropriate amendment for such purposes in a commercially reasonable period.
- l. No forbearance or delay by City or YMCA in exercising any right, power, or remedy shall constitute a waiver thereof, and every right, power, or remedy of the City and YMCA shall continue in full force and effect until such right, power, or remedy is specifically waived in writing executed by both parties. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

- m. This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties.
- n. There are no other representations, agreements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement.
- o. Dispute Resolution Process. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party may invoke the dispute resolution procedures at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs, including attorneys' fees, for dispute resolution activity.
 - i. Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have the discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
 - ii. Executive Meeting. If, thirty (30) days after the first Initial Meeting, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
 - iii. Unresolved Dispute. If, after thirty (30) days from the first Executive Meeting, the parties have not resolved the dispute to their mutual

satisfaction, either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures.

Unless the parties otherwise agree in writing and except as required by law, communication between the parties will be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

p. All notices, demands, and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) ATTN: City Manager
City of Lakeland
10001 US-70
Lakeland, TN 38002
Facsimile: (901) 867-2063
- (ii) ATTN: General Counsel
The YMCA of Memphis & the Mid-South
7171 Goodlett Farms Parkway
Cordova, TN 38016
Facsimile: (901) 766-7677

Any notice, demand, or request sent by electronic transmission shall be deemed given for all purposes under this Agreement when properly transmitted by a telecommunication device.

Any notice, demand, or request which is hand-delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received.

Either party to this Agreement may change its address and/or contact information for the purpose of notices, demands, and requests required or permitted under this Agreement by providing written notice of such change of address, which change of address shall only be effective upon

receipt.

No part of this Agreement may be modified, waived, limited, discharged, or terminated except in writing, signed by all parties, and expressly referring to this Agreement and to the provisions so modified or limited.

- q. This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law.
- r. Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- s. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties and as against third parties.
- t. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- u. The persons executing this Contract on behalf of the City and YMCA hereby personally represent and warrant that they have been duly authorized to execute and deliver this Agreement.
- v. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions, and the

rights and obligations of the parties hereto shall be construed and enforced accordingly.

- w. This Agreement is contingent upon the City providing for construction of the Lakeland Community Center as set forth herein above. In the event the Lakeland Community Center facility is not constructed within five (5) years of the date of the Agreement, then this Agreement shall terminate and be of no further force or effect.
- x. It is expressly agreed and understood that, in connection with this Agreement and any agreement contemplated herein or related hereto, the City shall not be construed or held to be a partner or associate of the YMCA in the conduct of its business and that the sole relationship between the City and the YMCA is that of Qualified User and Service Provider as defined by Rev. Proc. 2017-13 upon the terms provided herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF LAKE LAND, TENNESSEE YMCA OF MEMPHIS & THE MID-SOUTH

By: [Signature]
(Mayor Signature)

Josh Roman
(Print Name)

Its: Mayor

Attest By: Cheyenne Carter

Approved to Form:
[Signature]
Attorney City of Lakeland

(CEO Signature)

(Print Name)

Its: President & CEO
Jerry Martin

Attest By: [Signature]

Approved to Form: [Signature]
James H. Stock
Attorney YMCA

September 27, 2024 K. Grace Clark
Shelby County


[INSERT PAGES FOR NOTARY]

October 3, 2024 Rebecca Hume
Shelby County



Lakeland Community Center

Project Cost Estimate				
		FULL SCOPE (44,878 SF) 100% TOTAL PROJECT COST		EARLY LEARNING CENTER (15,538) 35% ALLOCATED PROJECT COST
A. Preliminary Construction Cost		Cost	Cost	
1.	Building and Site (gross 44,878 sf with Pool)			
	a. Cost Estimate	\$ 18,918,882	\$ 6,151,902	Because the ELC accounts for 35% of the project, 35% of the construction cost would be allocated towards it
	b. Markups (Permit, Escalation, Estimating Contingency, Fee)	\$ 1,779,974	\$ 578,799	
	c. Indirect Cost Estimate (Insurance, Bonds, Builders Risk)	\$ 618,194	\$ 201,020	
Total Construction Cost (CC)		\$ 21,317,050	\$ 6,931,720	
C. Land and Rights		Cost	Cost	
1.	Land Purchase Cost	\$ -		
Total Land & Rights		\$ -		
D. Design Fees & Reimbursements		Cost	Cost	
1.	Architecture, Engineering and Interior Finishes (6% of CC)	\$ 1,241,931	\$ 403,842	Because the ELC accounts for 35% of the project, 35% of the design fees would be allocated towards it
2.	Architectural Hourly PAR for USDA (NTE allowance)	\$ 10,000	\$ 3,462	
3.	Site Survey	\$ 15,000	\$ 5,193	
4.	Civil Engineering	\$ 149,800	\$ 51,865	
	a. Civil Construction Administration	\$ 25,000		
5.	Landscape/Irrigation Design	\$ 78,500		
	a. Landscape Construction Administration	\$ 25,000		
		(\$26,500 - incl'd item 4)		
6.	Traffic Study			
Total Design Fees & Reimbursements		\$ 1,545,231	\$ 464,363	
E. Construction Monitoring		Cost	Cost	
1.	Full-time Resident Inspector	\$ 250,000		This is a flat rate
Total Construction Monitoring		\$ 250,000	\$ -	
F. Engineering Costs		Cost	Cost	
1.	Test Borings/Geo. Tech Report	\$ 15,000		This is a study of the entire site
Total Engineering Costs		\$ 15,000	\$ -	
G. Environmental		Cost	Cost	
2.	Environmental Report	\$ 15,000		This is a study of the entire site
Total Environmental		\$ 15,000	\$ -	
H. Direct Expenditures (Allowances) ⁵		Cost	Cost	
1.	Unsuitable Soils	\$ 175,000	\$ 60,590	Because the ELC accounts for 35% of the project, 35% of the allowances would be allocated towards it
2.	Unforseen Code Items	\$ 50,000	\$ 17,311	
3.	Material Testings	\$ 125,000	\$ 43,278	
4.	MLGW Tap Fees and Deposits	\$ 50,000	\$ 17,311	
5.	Signage beyond code reqm'ts	\$ 50,000	\$ 17,311	
6.	AV/Security/Access Control/Data/Phone/Fiber/LV	\$ 230,000	\$ 79,632	
Total Direct Expenditures		\$ 680,000	\$ 235,435	
I. Furnishing, Fixtures & Equipment Budget		Cost	Cost	
1.	Kitchen/Breakroom Appliances	\$ 50,000	\$ 37,500	ELC makes up 75% of the furniture and kitchen budget for entire project
2.	Furniture	\$ 500,000	\$ 375,000	
3.	Fitness Equipment	\$ 450,000		No fitness equipment in ELC
Total Furnishings, Fixtures & Equipment		\$ 1,000,000	\$ 412,500	
PROJECT SUBTOTAL		\$ 24,822,281	\$ 8,044,018	
J. Legal		Cost	Cost	
1.	City of Lakeland anticipated legal cost	\$ 70,000		This is a flat rate
K. Interim Financing Interest		Cost	Cost	
1.	City of Lakeland anticipated interest (2 years at 7.00%) ³	\$ 3,648,875	\$ 1,186,322	Because the ELC accounts for 35% of the project, 35% of the interest would be allocated towards it
L. Administrative		Cost	Cost	
1.	State Fire Marshall Review Fee	\$ 6,000	-	These are flat rates
2.	Plan Review Fee	\$ 3,000	-	
Total Governmental Fees & Permits		\$ 9,000	\$ -	
M. Contingencies		Cost	Cost	
1.	Owner Contingency (5%)	\$ 1,241,114	\$ 429,708	Because the ELC accounts for 35% of the project, 35% of the contingency would be allocated towards it
2.	BABAA cost impact (5%)	\$ 1,065,853	\$ 369,028	
Total Contingency		\$ 2,306,967	\$ 798,735	
TOTAL PROJECT COST (Project Subtotal + J + L + M)		\$ 27,208,248	\$ 8,842,753	

Notes:

1. No soil undercutting included.

2. Excludes off-site improvements.

3. Interest assumes Project Subtotal + Contingency x 7.00% for 2 years

4. These estimates will change as more information is known.

5. All allowances are projected estimates for planning purposes to be confirmed by the design team/owner further into project design.



Shelby County Tennessee
Willie F. Brooks, Jr.
 Shelby County Register

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

23083960	
10/04/2023 - 10:38:30 AM	
4 PGS	
ALLYSON	2629008-23083960
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	24.00

WILLIE F. BROOKS JR
 REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

SPECIAL WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Foundation Title and Escrow Series, LLC, 51 Germantown Ct Ste 101, Cordova, TN 38018

FOR AND CONSIDERATION of the sum of ten dollars, cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, **QUANTUM HOTELS, LLC, a Tennessee limited liability company**, hereinafter called the grantor(s), have bargained and sold, and by these presents do transfer and convey unto, **CITY OF LAKELAND, Tennessee**,

hereinafter called the grantee(s), their heirs and assigns, a certain tract or parcel of land in SHELBY County, State of Tennessee, described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to 2024 County and City Taxes, which are not yet due and payable. Subdivision Restrictions, Building Lines and Easements of record in Plat Book 122, Page 21 and Plat Book 158, Page 28; Easement of record in Instrument No. 14118683, all in said Register's Office.

GRANTOR makes no representation or warranties of any kind of character expressed or implied as to the condition of said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

Parcel Number: L01-59-00142C

This property is:

unimproved

X improved: Property is known as 9822 Huff N Puff Rd, Lakeland, TN 38002

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

AND THE GRANTOR, DOES HEREBY CONVEYANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and

that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand as of this 20th day of September, 2023.

QUANTUM HOTELS, LLC

BY

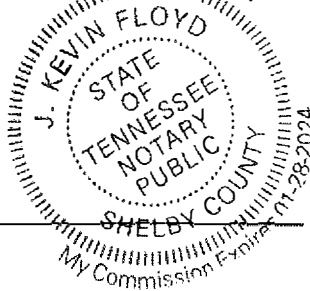
Pranudhbhai Patel, Member

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared PRAMUDHBHAI PATEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be MEMBER of QUANTUM HOTELS, LLC, the within-named bargainer, a TENNESSEE limited liability company, and that he as such MEMBER, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as such MEMBER.

Witness my hand and official seal this 20th day of September, 2023.



My Commission Expires:

Notary Public

ADDRESS NEW OWNER(S) AS FOLLOWS:

City of Lakeland
10001 Hwy 70
Lakeland, TN 38002

SEND TAX BILLS TO:

City of Lakeland
10001 Hwy 70
Lakeland, TN 38002

This Transfer is exempt from Transfer Tax pursuant to T.C.A. 67-4-409 (f) (1)

EXHIBIT "A"

Description of the Quantum Hotels, LLC property recorded in Instrument No. FD-1803 and part of the Quantum Hotels, L.L.C. property recorded in Instrument No. FS-6754, being Lot 3, Canada Road / Huff 'N Puff Road Commercial Subdivision recorded in Plat Book 122, Page 21 in Lakeland, Shelby County, Tennessee:

Beginning at a set 1/2" rebar with plastic cap (OLLAR) at the intersection of the northeast line of Skyway Drive (R.O.W. Varies) – (Public) and the southeast line of Beverle Riveria Drive (68' R.O.W.) – (Public), said point being the northwest corner of said property recorded in Instrument No. FS-6754; thence North 72 degrees 35 minutes 54 seconds East along the southeast line of said Beverle Riveria Drive, 613.30 feet to a found 1/2" rebar at the northeast corner of said property recorded in Instrument No. FS-6754 and in the northwest line of the Vipulkumar R. Patel property recorded in Instrument No. 19035913; thence South 56 degrees 37 minutes 49 seconds West along the northernmost southeast line of said property recorded in Instrument No. FS-6754 and along the northwest line of said property recorded in Instrument No. 19035913, 123.57 feet to a found 1/2" rebar at the northeast corner of said property recorded in Instrument No. FD-1803 and the northwest corner of said property recorded in Instrument No. 19035913; thence South 33 degrees 20 minutes 15 seconds East along the northeast line of said property recorded in Instrument No. FD-1803 and along the southwest line of said property recorded in Instrument No. 19035913, 302.32 feet to a found 1/2" rebar in the northwest line of Huff-N-Puff Road (68' R.O.W.) – (Public), said point being the southeast corner of said property recorded in Instrument No. FD-1803 and the southwest corner of said property recorded in Instrument No. 19035913; thence southwestwardly along the northwest line of said Huff-N-Puff Road the following calls: South 56 degrees 17 minutes 20 seconds West, 294.56 feet to a point; southwestwardly along a curve to the right having a radius of 319.80 feet, delta angle of 13 degrees 43 minutes 26 seconds, chord bearing of South 63 degrees 09 minutes 03 seconds West, chord distance of 76.42 feet and a curve distance of 76.60 feet to a point; South 70 degrees 00 minutes 45 seconds West, 138.73 feet to a point; South 73 degrees 10 minutes 24 seconds West, 79.05 feet to a set 1/2" rebar with plastic cap (OLLAR) in the northeast line of said Skyway Drive; thence North 17 degrees 38 minutes 28 seconds West along the northeast line of said Skyway Drive, 425.43 feet to the **POINT OF BEGINNING** and containing 4.93 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

Certificate of Authenticity

I, Tonya Loftin, do hereby make oath that I am a
 licensed attorney and/or the custodian of the original version of the electronic document
 tendered for registration herewith and that this electronic document is a true and exact copy
 of the original document executed and authenticated according to law on
September 20, 2023

 Date

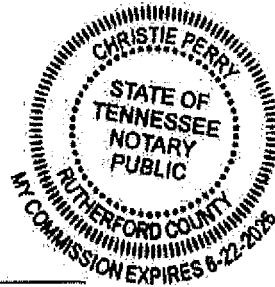
Tonya Loftin
 Affiant Signature

September 22, 2023
 Date

State of Tennessee
 County of Rutherford

Sworn to and subscribed before me this 22nd day of September, 20 23

[Signature]
 Notary's Signature



My Commission Expires: _____
 Date

Notary's Seal (if on paper)

RESOLUTION R-174-2024

APPROVING THE CALENDAR YEAR 2025 CITY OF LAKELAND
MEETING CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, deems it appropriate to set the meeting calendar for the various consolidated Boards and Commissions as presented in Exhibit A:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby approves the attached 2025 Meeting Calendar for Lakeland Boards and Commissions.

APPROVED AND ADOPTED by the Board of Commissioners of The City of Lakeland, Tennessee this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-174-2024

APPROVING THE CALENDAR YEAR 2025 CITY OF LAKELAND
MEETING CALENDAR

See attached
Exhibit A

2025 Meeting Calendar

Lakeland Boards & Commissions

January

9th – Municipal Planning/Design Review Commission
14th – Parks and Recreation/Natural Resources Board
16th – Board of Commissioners
23rd – Industrial Development Board

February

6th – Board of Commissioners
11th – Community Advisory Board
13th – Municipal Planning/Design Review Commission
20th – Board of Commissioners
27th – Industrial Development Board

March

6th – Board of Commissioners
11th – Parks and Recreation/Natural Resources Board
13th – Municipal Planning/Design Review Commission
20th – Board of Commissioners
27th – Industrial Development Board

April

3rd – Board of Commissioners
8th – Community Advisory Board
10th – Municipal Planning/Design Review Commission
17th – Board of Commissioners
24th – Industrial Development Board

May

9th – Municipal Planning/Design Review Commission
13th – Parks and Recreation/Natural Resources Board
15th – Board of Commissioners
22nd – Industrial Development Board

June

5th – Board of Commissioners
10th – Community Advisory Board
12th – Municipal Planning/Design Review Commission
26th – Industrial Development Board

July

8th – Park and Recreation/Natural Resources Board
10th – Municipal Planning/Design Review Commission
17th – Board of Commissioners
24th – Industrial Development Board

2025 Meeting Calendar

Lakeland Boards & Commissions

August

- 12th – Community Advisory Board
- 14th – Municipal Planning/Design Review Commission
- 21st – Board of Commissioners
- 28th – Industrial Development Board

September

- 4th – Board of Commissioners
- 9th – Parks and Recreation & Natural Resources Board
- 11th – Municipal Planning/Design Review Commission
- 18th – Board of Commissioners
- 25th – Industrial Development Board

October

- 2nd – Board of Commissioners
- 9th – Municipal Planning/Design Review Commission
- 14th – Community Advisory Board
- 16th – Board of Commissioners
- 23rd – Industrial Development Board

November

- 6th – Board of Commissioners
- 13th – Municipal Planning/Design Review Commission
- 18th – Parks and Recreation/Natural Resources Board
- 20th – Industrial Development Board

December

- 4th – Board of Commissioners
- 9th – Community Advisory Board
- 11th – Municipal Planning/Design Review Commission
- 18th – Industrial Development Board

Comments:

1. The Board of Appeals/Stormwater Board of Appeals will meet on the 3rd Monday of the month on an as-needed basis.
2. For record of the Board of Education business meetings and work sessions, please visit their website at <https://meeting.boeconnect.net/Public/Organization/lakelandk12>

RESOLUTION R-177-2024

AUTHORIZING APPOINTMENTS TO THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the “IDB”) was organized under Resolution 2016/09-79; and,

WHEREAS, the IDB’s *Second Amended and Restated Bylaws* (the “bylaws”) state that “should any position of director become vacant, the Board of Commissioners of the City of Lakeland, Tennessee shall nominate and elect a successor”; and,

WHEREAS, Category C Director Derek Johnston (appointed with Resolution R-3-2023) has resigned from the IDB due to his election as Commissioner for the City of Lakeland, Tennessee; and,

WHEREAS, the IDB has one (1) vacant position in Category C (term set to expire December 31, 2028, per Resolution R-130-2022) due to director resignations:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Jeff Roman be appointed to the Industrial Development Board of the City of Lakeland, Tennessee, as director in Category C with term expiring December 31, 2028.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Jeff Roman

Last Name*	Jeff
First Name*	Roman
Street Address*	[REDACTED] conifer view ln
City*	Lakeland
State*	TN
Zip Code*	38002
E-mail Address*	[REDACTED]
Phone Number*	[REDACTED]
How long have you lived within Lakeland city limits?*	8years
What is your present job description or profession?*	Allstate sales manager
Present Employer*	Josh Roman Allstate
In what municipality is your present employer located?*	Lakeland
What is your first choice of board or commission on which to serve?*	Industrial Development Board

RESOLUTION R-3-2023

AUTHORIZING APPOINTMENTS TO
THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND,
TENNESSEE

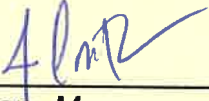
WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the "IDB") was organized under Resolution 2016/09-79; and,

WHEREAS, the IDB's *Second Amended and Restated Bylaws* (the "bylaws") state that "should any position of director become vacant, the Board of Commissioners of the City of Lakeland, Tennessee shall nominate and elect a successor"; and,

WHEREAS, the IDB has two (2) vacant positions in Category C (terms set to expire December 31, 2028, per Resolution R-130-2022) due to director resignations:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Derek Johnston and Brian Sullivan be appointed to the Industrial Development Board of the City of Lakeland, Tennessee, as directors in Category C with terms expiring December 31, 2028.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 12th day of January 2023, the public welfare requiring it.



Josh Roman, Mayor

ATTEST:



Debra Murrell
City Recorder

RESOLUTION R-130-2022

AMENDING THE TERMS OF OFFICE FOR EXISTING DIRECTORS
OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND,
TENNESSEE

WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the "IDB") was organized under Resolution 2016/09-79; and,

WHEREAS, the IDB's *Second Amended and Restated Bylaws* (the "bylaws") state that "two (2) directors will be placed in Category A, two (2) directors will be placed in Category B and three (3) directors will be placed in Category C."; and,

WHEREAS, the bylaws state that directors (of the IDB) shall be nominated and appointed by the Board of Commissioners of the City of Lakeland, Tennessee, and that, after the initial terms, each director shall serve for six (6) years; and,

WHEREAS, prior director appointments to the IDB have been for three (3) years:

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

SECTION 1: that each Director of the Industrial Development Board of the City of Lakeland, Tennessee, listed below be categorized in accordance with the IDB's *Second Amended and Restated Bylaws*, with terms of office expiring on the dates indicated by each name:

Category A -	Alan Johnson	December 31, 2024
Category A -	<i>Vacant / Reserved</i>	December 31, 2024
Category B -	Shaun Brannen	December 31, 2026
Category B -	<i>Vacant / Reserved</i>	December 31, 2026

SECTION 2: that each Category C Director listed below, whose terms should have expired December 31, 2022, be reappointed with terms of office expiring on the dates indicated by each name:

Category C -	Steve Laster	December 31, 2028
Category C -	Angie Grooms	December 31, 2028
Category C -	Jeremy Burnett	December 31, 2028

SECTION 3: that all prior resolutions setting terms and appointments to the IDB be amended to conform to Sections 1 and 2 above.

RESOLUTION R-130-2022

AMENDING THE TERMS OF OFFICE FOR EXISTING DIRECTORS
OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND,
TENNESSEE

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 1st
day of December 2022, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESOLUTION R-183-2024

AUTHORIZING REAPPOINTMENTS TO THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the “IDB”) was organized under Resolution 2016/09-79; and,

WHEREAS, the IDB’s *Second Amended and Restated Bylaws* (the “bylaws”) state that “should any position of director become vacant, the Board of Commissioners of the City of Lakeland, Tennessee shall nominate and elect a successor”; and,

WHEREAS, the IDB has two (2) expiring positions in Category A (terms set to expire December 31, 2024) of which are directors Alan Johnson and Richard Gonzales; and,

WHEREAS, Alan Johnson and Richard Gonzales wish to renew their membership on the IDB for another six (6) years with terms expiring December 31, 2030 (Category A):

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Alan Johnson and Richard Gonzales be reappointed to the Industrial Development Board of the City of Lakeland, Tennessee, as directors in Category A with terms expiring December 31, 2030.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of December 2024, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder