



Board of Commissioners
Regular Meeting Agenda
Thursday, July 17, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
 1. Fiscal Year to Date through May 31, 2025
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report - June 2025
 2. City Manager's Report - July 2025
 3. Lakeland Municipal Court Semi-Annual Update - Judge Kim Koratsky
 4. Commissioners' Reports
 - a. Community Advisory Board - Vice Mayor Dial
 - b. Parks and Recreation Board - Vice Mayor Dial
 - c. Municipal Planning/Design Review Commission - Commissioner Atkinson
 - d. Industrial Development Board - Commissioner Johnston
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - June 5, 2025
2. **Ordinance - First Reading** - amending the fee schedule and permit applications for the City of Lakeland to include an application fee for the allowance of special events/mobile food vendors.
3. **Resolution** - approving the Lakeland Meadows Planned Development amended Outline Plan. *Recommended by the Municipal Planning/Design Review Commission*
4. **Resolution** - appointing a Municipal Court Clerk for the City of Lakeland.
5. **Resolution** - accepting Lots A & B in the Lakeland Meadows Planned Development and authorizing the City Manager and the City Attorney to execute necessary documents.
6. **Resolution** - approving a residential subdivision development contract with Ethridge Enterprises for Kensington Manor Planned Development Phase 3.
7. **Resolution** - approving Change Order #3 for the Oliver Creek Bank Stabilization project.
8. **Resolution** - tentatively approving a construction contract with Chancellor Brothers, LLC for the New Canada Road from North of I-40 to US-70 project.
9. **Resolution** - approving amendment #7 to the professional services agreement with Buchart Horn, Inc. for the Clear Creek Interceptor Phase A Project.
10. **Resolution** - approving the purchase of a John Deere utility tractor from Tennessee Tractor, LLC through Sourcewell Contract #082923-DAC
11. **Resolution** - approving an agreement with Environmental Systems Research Institute (Esri) for a multi-year geographic information system (GIS) subscription renewal
12. **Resolution** - approving reappointment to the Community Advisory Board. *Sponsored by Vice Mayor Dial*
13. **Resolution** - authorizing the Mayor to execute a license agreement with the State of Tennessee Department of Transportation to install and

operate fixed automated license plate recognition cameras. *Sponsored by Mayor Roman*

14. **Discussion and Possible Action** - regarding veterans land donation.
Sponsored by Mayor Roman

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

TREASURER'S REPORT

**July 1, 2024 through
May 31, 2025**



MAY GENERAL FUND

Fund Balance	Beginning Fund Balance	May Fund Balance
Non-Spendable	-	-
Committed	350,572	762,820
Assigned	243,841	243,841
Unassigned	6,942,429	12,115,942
Total Fund Balance	7,536,843	13,122,603
Change in Fund Balance	-	5,585,760

General Fund



Revenue:

\$17,468,866



Expenditures:

\$8,362,608



Other Financing Sources
(Uses):

(\$3,520,498)



Change In Fund Balance:

\$5,585,760

Highlights YTD

Revenue YTD

- Property Tax Revenue: \$5,924,233– 99.9% of Budget
- Local Tax Revenue: \$2,945,670 – 69% of Budget
- State Shared Revenue: \$1,578,476 – 67% of budget

Expenditure YTD

- Expenditures at 42% of budget excluding capital projects
- Capital projects at \$2,559,007 – the newest expenses being for the Community Center and the new T-ball field

Transfer YTD

- Transferred \$3,520,498 which includes Lakeland School System for their allocation of property tax, State Street Fund and Debt Service Fund

Change in Fund Balance YTD

- Increase of \$5,585,760

MAY STATE STREET FUND

Beginning Fund Balance: \$1,241,707

Change in Fund Balance : (\$186,153)

Ending Fund Balance: \$1,055,554

State Street Aid Fund



Revenue:

\$403,829



Expenditures :

\$2,289,982



Change in Fund Balance:

(\$186,153)

Highlights YTD

Revenue

- Received \$393,521 in state shared revenue and grants – 75% of budget

Expenditures

- Spent \$1,300,000 for paving and \$600,000 on road maintenance
- Personnel expenses at \$172,502 - 49% of budget

Transfers in

- \$1,700,000 from General Fund which is 77% of budget

Change in Fund Balance

- Decrease of \$186,153

MAY STORM WATER FUND

Beginning Fund Balance: \$372,641

Change in Fund Balance: \$25,068

Ending Fund Balance: \$397,709

Storm Water Fund



Revenue:

\$180,920



Expenditures :

\$155,852



Change in Fund Balance:

\$25,068

Highlights YTD

Revenue

- Received \$179,090 in fees - 81% of budget

Expenditures

- Personnel & Admin expenses at \$99,234 - 91% of budget
- Capital expenditures remained unchanged at \$56,618

Change in Fund Balance

- Increase of \$25,068

MAY SOLID WASTE FUND

Beginning Fund Balance: (\$62,705)

Change in Fund Balance: \$223,844

Ending Fund Balance: \$161,139

Solid Waste Fund



Revenue:

\$1,636,503



Expenditures :

\$1,412,659



Change in Fund Balance:

\$223,844

Highlights YTD

Revenue

- Received \$1,167,246 in collection fees - 83% of budget
- Received FEMA reimbursement of \$469,257

Expenditures

- Personnel & admin expenses at \$141,926 - 83% of budget
- Contracted services at \$1,260,632 - 84% of budget

Change in Fund Balance

- Increase of \$223,844

MAY SEWER FUND

Beginning Net Position: \$14,161,181

Change in Net Position: (\$79,689)

Ending Net Position: \$14,081,492

Sewer Fund



Operating Revenue:
\$2,552,552



Operating Expenses:
\$2,206,933



Operating Income (Loss):
\$345,619



Change in Net Position:
(\$79,689)

Highlights YTD

Revenue

- Received \$2,552,552 in service and connection fees

Expenses

- Personnel and administrative expenses at \$1,675,266- 88% of spending plan
- Interest and agent fees at \$425,308
- Operating Income of \$345,619

City of Lakeland, Tennessee
Outstanding Debt as of May 31, 2025

Beverle Rivera Roadway Extension	\$ 1,112,173.00
LSS High School Construction	\$ 43,849,375.00
LSS Middle School Construction	\$ 13,809,710.00
Total General Obligation debt	\$ 58,771,258.00
Public Works Projects - Sewer Interceptor	\$ 21,036,616.00
Public Works Projects - Sewer Treatment Plant	\$ 716,000.00
Total Sewer Utility Debt	\$ 21,752,616.00
Total Debt	\$ 80,523,874.00

MAY FINANCIAL STATEMENTS



City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
May 31, 2025

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 12,078,143	\$ 91	\$ 1,068,971	\$ 397,221	\$ 298,783	\$ 13,843,209
Receivables						
Property taxes, net of allowance	6,016,222	-	-	-	-	6,016,222
Grants	3,092	-	-	-	-	3,092
Other	6,445	-	-	-	-	6,445
Due from other governments	-	-	-	-	-	-
Due from other funds	138,010	-	-	-	-	138,010
Prepaid items	-	-	-	-	-	-
Advances Receivable	1,024,355	-	-	-	-	1,024,355
Inventory	2,809	-	-	-	-	2,809
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 19,269,076</u>	<u>\$ 91</u>	<u>\$ 1,068,971</u>	<u>\$ 397,221</u>	<u>\$ 298,783</u>	<u>\$ 21,034,142</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 10,398	\$ -	\$ 13,417	\$ (488)	\$ (366)	\$ 22,961
Deposits	149,746	-	-	-	-	149,746
Due to other funds	25,091	-	-	-	138,010	163,101
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>185,235</u>	<u>-</u>	<u>13,417</u>	<u>(488)</u>	<u>137,644</u>	<u>335,808</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	5,954,185	-	-	-	-	5,954,185
Grants	7,053	-	-	-	-	7,053
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>5,961,238</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,961,238</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	397,709	-	397,709
Committed	762,820	91	1,055,554	-	-	1,818,465
Assigned	243,841	-	-	-	-	243,841
Unassigned	12,115,942	-	-	-	161,139	12,277,081
Total fund balances	<u>13,122,603</u>	<u>91</u>	<u>1,055,554</u>	<u>397,709</u>	<u>161,139</u>	<u>14,737,096</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 19,269,076</u>	<u>\$ 91</u>	<u>\$ 1,068,971</u>	<u>\$ 397,221</u>	<u>\$ 298,783</u>	<u>\$ 21,034,142</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
May 31, 2025

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 5,924,233	\$ -	\$ -	\$ -	\$ -	\$ 5,924,233
Local taxes	2,945,670	-	-	-	-	2,945,670
Intergovernmental	1,578,476	-	393,521	-	-	1,971,997
Licenses and permits	169,671	-	-	-	-	169,671
Charges for services	196,274	-	-	180,920	1,167,246	1,544,440
Federal, state, and local grants	539,217	-	10,308	-	469,257	1,018,782
Interest income	314,737	1	-	-	-	314,738
Contributions	5,683,010	-	-	-	-	5,683,010
Other	117,578	-	-	-	-	117,578
Total revenues	17,468,866	1	403,829	180,920	1,636,503	19,690,119
EXPENDITURES						
Current						
General government	2,482,481	-	-	-	-	2,482,481
Community development	1,176,432	-	-	-	-	1,176,432
Public works	913,678	-	2,175,304	99,234	1,402,558	4,590,774
Parks and recreation	1,231,010	-	-	-	-	1,231,010
Capital Outlay	2,559,007	-	114,678	56,618	10,101	2,740,404
Debt Service						
Principal	-	427,563	-	-	-	427,563
Interest and fiscal charges	-	321,298	-	-	-	321,298
Total expenditures	8,362,608	748,861	2,289,982	155,852	1,412,659	12,969,962
Excess of revenues over expenditures	9,106,258	(748,860)	(1,886,153)	25,068	223,844	6,720,157
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Issuance of leases	-	-	-	-	-	-
Transfers in	-	748,833	1,700,000	-	-	2,448,833
Transfers out	(3,520,498)	-	-	-	-	(3,520,498)
Total other financing sources (uses)	(3,520,498)	748,833	1,700,000	-	-	(1,071,665)
Net change in fund balances	5,585,760	(27)	(186,153)	25,068	223,844	5,648,492
Fund balances - beginning	7,536,843	118	1,241,707	372,641	(62,705)	9,088,604
Fund balances - ending	\$ 13,122,603	\$ 91	\$ 1,055,554	\$ 397,709	\$ 161,139	\$ 14,737,096

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
May 31, 2025

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,802,736
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	<u>1,804,457</u>

Capital assets:

Capital assets, not being depreciated	21,764,219
Capital assets, being depreciated - net	<u>12,938,248</u>
Total capital assets	<u>34,702,467</u>

Net pension asset

	-
Total assets	<u>36,506,924</u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	26,510
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	(354,397)
Deposits	-
Advances payable to General Fund	1,024,354
Current portion of notes payable	<u>688,000</u>
Total current liabilities	<u>1,357,957</u>

Noncurrent liabilities:

Net pension liability	28,464
Notes payable, net of current portion	<u>21,064,615</u>
Total liabilities	<u>22,451,036</u>

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>906</u>
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NET POSITION

Net investment in capital assets	11,925,498
Unrestricted	<u>2,155,994</u>
Total net position	<u><u>\$ 14,081,492</u></u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

May 31, 2025

	Prior YTD 05/31/24	Current YTD 05/31/25	Plan FY 2026
Operating revenues:			
Sewer service fee	\$ 1,780,078	\$ 2,302,852	\$ 3,193,163
Service connection fees	182,200	249,700	604,300
Operating grants	-	-	2,614,797
Total operating revenues	<u>1,962,278</u>	<u>2,552,552</u>	<u>6,412,260</u>
Operating expenses:			
Personnel expenses	(533,480)	(630,418)	(819,596)
General and administrative	(706,673)	(1,044,848)	(1,085,840)
Depreciation	(467,500)	(531,667)	(580,000)
Total operating expenses	<u>(1,707,653)</u>	<u>(2,206,933)</u>	<u>(2,485,436)</u>
Operating Income (Loss)	254,625	345,619	3,926,824
Nonoperating revenues (expenses):			
Interest income	5,400	185	5,500
Interest and agent fee expense	(92,323)	(425,493)	(518,475)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(86,923)</u>	<u>(425,308)</u>	<u>(512,975)</u>
Change in net position	167,702	(79,689)	3,413,849
Capital Contributions	-	-	-
Net position - beginning of year	<u>13,913,609</u>	<u>14,161,181</u>	<u>14,161,181</u>
Net position - May-31	<u>\$ 14,081,311</u>	<u>\$ 14,081,492</u>	<u>\$ 17,575,030</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
May 31, 2025

	<u>Current YTD</u> <u>05/31/25</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 3,043,157
Payments to suppliers/operating costs	<u>(1,675,266)</u>
Net cash provided by operating activities	1,367,891
Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Proceeds from debt issuance	15,305,914
Acquisition and construction of capital assets	<u>(15,262,292)</u>
Interest paid on capital debt	<u>(425,493)</u>
Net cash used by capital and related financing activities	(381,871)
Cash flows from investing activities:	
Interest income received	<u>185</u>
Net increase (decrease) in cash and cash equivalents	986,205
Cash and cash equivalents - beginning of year	<u>816,531</u>
Cash and cash equivalents - May-31	<u><u>\$ 1,802,736</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

May 31, 2025

	Prior YTD 05/31/24	Current YTD 05/31/25	Budget FY 2026	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 5,700,772	\$ 5,924,233	\$ 5,931,392	99.88%
Local Taxes	2,642,526	2,945,670	4,240,739	69.46%
Intergovernmental	1,546,370	1,578,476	2,366,757	66.69%
Licenses and permits	175,710	169,671	378,448	44.83%
Charges for services	153,436	196,274	302,399	64.91%
Federal, State, and Local Grants	270,153	539,217	9,311,456	5.79%
Contributions	-	5,683,010	6,000,000	94.72%
Other	548,857	432,315	220,000	196.51%
Total Revenues	<u>11,037,824</u>	<u>17,468,866</u>	<u>28,751,191</u>	<u>60.76%</u>
EXPENDITURES				
Current				
General government	(2,291,180)	(2,482,481)	(7,956,394)	31.20%
Community Development	(1,115,487)	(1,176,432)	(3,375,179)	34.86%
Public Works	(634,820)	(913,678)	(1,129,782)	80.87%
Parks and Recreation	(971,114)	(1,231,010)	(1,486,437)	82.82%
Capital Projects	(7,498,896)	(2,559,007)	(23,489,557)	10.89%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(12,511,497)</u>	<u>(8,362,608)</u>	<u>(37,437,349)</u>	<u>22.34%</u>
Excess (deficiency) of revenues over (under) expenditures	(1,473,673)	9,106,258	(8,686,158)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	-	14,500,000	
Issuance of Leases	-	-	-	
Transfers in	-	-	-	
Transfers out	(3,454,726)	(3,520,498)	(6,766,616)	
Total Other Financing Sources	<u>(3,454,726)</u>	<u>(3,520,498)</u>	<u>7,733,384</u>	
Net Change in Fund Balance	<u>\$ (4,928,399)</u>	<u>\$ 5,585,760</u>	<u>\$ (952,775)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		114,550		
Restricted Fund Balance				
Assigned Fund Balance				
Nonspendable Fund Balance				
Unassigned Fund Balance		5,471,210		
Net Change in Fund Balance		<u>\$ 5,585,760</u>		

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
May 31, 2025

	Prior YTD 05/31/24	Current YTD 05/31/25	Budget FY 2026
REVENUES:			
State shared revenue	\$ 359,941	\$ 393,521	\$ 524,673
Grant Revenue	-	10,308	117,000
Total revenues	<u>359,941</u>	<u>403,829</u>	<u>641,673</u>
EXI in state shared revebue and			
Personnel expenses	(297,214)	(172,502)	(348,904)
Public works	(2,359,232)	(2,002,802)	(3,537,985)
Capital projects	(58,694)	(114,678)	(166,000)
Total expenditures	<u>(2,715,140)</u>	<u>(2,289,982)</u>	<u>(4,052,889)</u>
Net excess (deficiency) of revenues over expenditures	(2,355,199)	(1,886,153)	(3,411,216)
OTHER FINANCING SOURCES (USES):			
Transfers in	<u>1,800,000</u>	<u>1,700,000</u>	<u>2,218,513</u>
Total other financing sources (uses):	<u>1,800,000</u>	<u>1,700,000</u>	<u>2,218,513</u>
Net change in fund balance	<u>\$ (555,199)</u>	<u>\$ (186,153)</u>	<u>\$ (1,192,703)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
May 31, 2025

	Prior YTD 05/31/24	Current YTD 05/31/25	Budget FY 2026
REVENUES:			
Storm Water Fees	\$ 176,637	\$ 179,090	\$ 220,018
Other	-	1,830	-
Total revenues	<u>176,637</u>	<u>180,920</u>	<u>220,018</u>
EXPENDITURES:			
Personnel expenses	(48,260)	(54,981)	(67,077)
General and administrative	(10,705)	(44,253)	(41,660)
Capital	(68,762)	(56,618)	(475,000)
Total expenditures	<u>(127,727)</u>	<u>(155,852)</u>	<u>(583,737)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	53,000
Net change in fund balance	<u>\$ 48,910</u>	<u>\$ 25,068</u>	<u>\$ (310,719)</u>

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
May 31, 2025

	YTD 05/31/25	Budget FY 2026
Revenues:		
Interest	\$ 1	\$ -
Total Revenues	<u>1</u>	<u>-</u>
Expenditures:		
Principal	(427,563)	(1,084,339)
Interest	(320,044)	(1,416,768)
Dues and Fees	(1,254)	-
Total Expenditures	<u>(748,861)</u>	<u>(2,501,107)</u>
 Net excess (deficiency) of revenues over expenditures	 (748,860)	 (2,501,107)
 Other Financing Sources (Uses):		
Transfers In	748,833	3,140,717
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>748,833</u>	<u>3,140,717</u>
 Net Change in Fund Balance	 <u>\$ (27)</u>	 <u>\$ 639,610</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

May 31, 2025

	Prior YTD 05/31/24	Current YTD 05/31/25	Budget FY 2026
REVENUES:			
Solid waste collection fees	\$ 1,147,930	\$ 1,167,246	\$ 1,398,089
Interest income	-	-	-
Grant revenues	-	469,257	-
Other	-	-	-
Total revenues	<u>1,147,930</u>	<u>1,636,503</u>	<u>1,398,089</u>
EXPENDITURES:			
Personnel expenditures	(78,987)	(89,542)	(68,910)
General and administrative	(75,185)	(52,384)	(101,900)
Contracted services	(1,351,459)	(1,260,632)	(1,495,000)
Capital	-	(10,101)	(15,000)
Total expenditures	<u>(1,505,631)</u>	<u>(1,412,659)</u>	<u>(1,680,810)</u>
Net excess (deficiency) of revenues over expenditures	(357,701)	223,844	(282,721)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	282,721
Net change in fund balance	<u>\$ (357,701)</u>	<u>\$ 223,844</u>	<u>\$ -</u>

APPENDIX A – BUDGETARY TRANSFERS



Account Number	Description	Original Budget	Budget Carry Fwd	Budget Transfers	Revised Budget
110 E 41000 132 000 00000 000	GOV - Bonus Pay	96,009.00	0	11,242.00	107,251.00
110 E 41000 142 000 00000 000	GOV - Insurance	62,004.00	0	-60	61,944.00
110 E 41000 148 000 00000 000	GOV - Education/Training	4,000.00	0	9,866.00	13,866.00
110 E 41000 172 000 00000 000	GOV - Election Expense	0	0	640.02	640.02
110 E 41000 212 000 00000 000	GOV - Employee Engagement	4,500.00	0	13,377.05	17,877.05
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	15,000.00	0	16,654.26	31,654.26
110 E 41000 233 000 00000 000	GOV - Subscriptions	1,800.00	0	225.6	2,025.60
110 E 41000 253 000 00000 000	GOV - Accounting & Auditing Se	44,000.00	0	-2,174.00	41,826.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	15,000.00	0	3,840.00	18,840.00
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	10,000.00	0	700	10,700.00
110 E 41000 280 000 00000 000	GOV - Travel	3,500.00	0	1,915.85	5,415.85
110 E 41000 287 000 00000 000	GOV - Meals & Entertainment	5,000.00	0	900	5,900.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	15,000.00	0	94,734.00	109,734.00
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	10,000.00	0	-8,761.57	1,238.43
110 E 41000 310 000 00000 000	GOV - Office Supplies & Materi	13,000.00	0	5,012.61	18,012.61
110 E 41000 320 000 00000 000	GOV - Operating Supplies	2,500.00	0	-728.77	1,771.23
110 E 41000 321 000 00000 000	GOV - Bank Charges	6,800.00	0	-2,248.00	4,552.00
110 E 41000 513 000 00000 000	GOV - Liability	61,000.00	0	-10,000.00	51,000.00
110 E 41000 932 000 00000 000	GOV - Building Improvements	55,000.00	0	-8,939.05	46,060.95
110 E 41000 951 000 00000 000	GOV - Furn & Fixtures	9,000.00	0	-900	8,100.00
110 E 41000 975 000 00000 000	GOV - Lakeland City Hall	6,000,000.00	0	-1,140,825.26	4,859,174.74
110 E 41210 318 000 00000 000	CRT- Court Cost Fees	200	0	900	1,100.00
110 E 41500 111 000 00000 000	FIN - Salary	331,386.00	0	-36,360.00	295,026.00
110 E 41500 280 000 00000 000	FIN - Travel	5,000.00	0	-400	4,600.00
110 E 41500 290 000 00000 000	FIN - Contracted Service	15,000.00	0	11,360.00	26,360.00
110 E 41670 148 000 00000 000	ENG - Education/Training	4,000.00	0	5,000.00	9,000.00
110 E 41670 230 000 00000 000	ENG - Publicity/Dues	1,000.00	0	550	1,550.00
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	25,000.00	0	-5,000.00	20,000.00
110 E 41670 261 000 00000 000	Repairs & Maintenance Vehicles	1,500.00	0	300	1,800.00
110 E 41670 287 000 00000 000	ENG - Meals & Entertainment	1,500.00	0	284	1,784.00
110 E 41670 299 000 00000 000	ENG - Contingency	2,500.00	0	-884	1,616.00
110 E 41670 310 000 00000 000	ENG - Office Supplies	0	0	103.47	103.47
110 E 41670 326 000 00000 000	ENG - Uniforms	300	0	-250	50
110 E 41670 341 000 00000 000	ENG - Tools	400	0	-103.47	296.53
110 E 41672 261 000 00000 000	INS - Repair & Maintenance Mot	4,000.00	0	1,479.00	5,479.00
110 E 41672 280 000 00000 000	INS - Travel	1,900.00	0	-1,000.00	900
110 E 41672 944 000 00000 000	INS - Capital Outlay - Vehicle	40,000.00	0	-479	39,521.00
110 E 41700 254 000 00000 000	PLN - Arch/Eng/Landscape Serv	50,000.00	0	-1,475.00	48,525.00
110 E 41700 259 000 00000 000	PLN - Other Professional Servi	5,000.00	0	1,475.00	6,475.00
110 E 41700 280 000 00000 000	PLN - Travel	3,500.00	0	-1,000.00	2,500.00
110 E 41700 951 000 00000 000	PLN - Furniture & Fixtures	0	0	1,000.00	1,000.00
110 E 41701 290 000 00000 000	ECD - Contracted Services	0	0	1,950.00	1,950.00
110 E 41711 255 000 00000 000	ITS - Software Applications	211,596.00	0	6,426.00	218,022.00
110 E 41711 258 000 00000 000	ITS - Flock Camera Access	105,000.00	0	-11,900.00	93,100.00
110 E 41711 259 000 00000 000	ITS - Other Professional Servi	138,446.00	0	-500	137,946.00
110 E 41711 269 000 00000 000	ITS - Repair & Maint - Equip	7,750.00	0	-1,000.00	6,750.00
110 E 41711 320 000 00000 000	ITS - Operating Supplies	1,000.00	0	1,500.00	2,500.00
110 E 41711 948 000 00000 000	ITS - Computer Upgrades	44,700.00	0	37,740.18	82,440.18
110 E 41711 951 000 00000 000	ITS - Furniture & Fixtures	1,000.00	0	200	1,200.00
110 E 43000 142 000 00000 000	PW - Insurance	185,567.00	0	-2,354.00	183,213.00
110 E 43000 146 000 00000 000	PW - Work Comp	52,440.00	0	-4,347.00	48,093.00
110 E 43000 148 000 00000 000	PW - Education/Training	4,500.00	0	-500	4,000.00
110 E 43000 259 000 00000 000	PW - Other Prof. Services	10,000.00	0	2,354.00	12,354.00
110 E 43000 261 000 00000 000	PW - Repair & Maintenance Moto	11,000.00	0	1,000.00	12,000.00
110 E 43000 280 000 00000 000	PW - Travel	5,000.00	0	-1,000.00	4,000.00
110 E 43000 287 000 00000 000	PW - Meals & Entertainment	1,000.00	0	847	1,847.00
110 E 43000 290 000 00000 000	PW - Contracted Service	25,000.00	0	-11,179.00	13,821.00
110 E 43000 341 000 00000 000	PW - Tools	10,000.00	0	5,000.00	15,000.00
110 E 43000 949 000 00000 000	PW - Sirens & Installation	7,500.00	0	-1,000.00	6,500.00
110 E 44310 247 000 00000 000	SC - Programs - Admissions	4,000.00	0	-3,178.99	821.01
110 E 44310 266 000 00000 000	SC - Repair & Maintenance Buil	20,000.00	0	-4,707.13	15,292.87
110 E 44310 287 000 00000 000	SC - Meals & Entertainment	15,000.00	0	2,743.51	17,743.51
110 E 44310 290 000 00000 000	SC - Contracted Service	9,000.00	0	-292.87	8,707.13
110 E 44310 320 000 00000 000	SC - Operating Supplies	2,500.00	0	-890	1,610.00
110 E 44400 246 464 00000 000	REC - Rent - Y Bball	15,000.00	0	-2,373.21	12,626.79

110 E 44400 246 465 00000 000	REC - Rent - Y Cheer	4,000.00	0	-3,200.00	800
110 E 44400 246 466 00000 000	REC - Rent - Y Tball	4,500.00	0	-1,126.79	3,373.21
110 E 44400 287 476 00000 000	REC - M&E - Camps	1,000.00	0	-1,000.00	0
110 E 44400 287 477 00000 000	REC - M&E - Concessions	2,000.00	0	-854.8	1,145.20
110 E 44400 290 465 00000 000	REC - Contracted Svc - Y Cheer	12,000.00	0	-1,717.65	10,282.35
110 E 44400 290 467 00000 000	REC - Contracted Svc - Tennis	5,000.00	0	-2,201.06	2,798.94
110 E 44400 290 480 00000 000	REC - Contracted Svc - Health	10,000.00	0	-6,676.10	3,323.90
110 E 44400 320 462 00000 000	REC - Op Supplies-Youth Soccer	500	0	-336.25	163.75
110 E 44400 320 465 00000 000	REC - Op Supplies-Y Cheer	3,000.00	0	3,918.71	6,918.71
110 E 44400 320 467 00000 000	REC - Op Supplies-Tennis	1,000.00	0	-307.32	692.68
110 E 44400 320 472 00000 000	REC - Op Supplies - Adult	4,000.00	0	-1,613.40	2,386.60
110 E 44400 320 476 00000 000	REC - Op Supplies - Camps	1,000.00	0	1,750.86	2,750.86
110 E 44400 320 480 00000 000	REC - Op Supplies - Health	2,000.00	0	8,424.46	10,424.46
110 E 44400 326 466 00000 000	REC - Uniforms - Y Tball	4,000.00	0	-957.25	3,042.75
110 E 44400 326 475 00000 000	REC - Uniforms - Y Football	15,000.00	0	6,700.00	21,700.00
110 E 44421 266 000 00000 000	IHC - Repair & Maintenance Bui	20,000.00	0	307.12	20,307.12
110 E 44421 290 000 00000 000	IHC - Contracted Service	3,000.00	0	850	3,850.00
110 E 44421 299 000 00000 000	IHC - Contingency	2,000.00	0	-1,157.12	842.88
110 E 44710 148 000 00000 000	PRK - Education/Training	8,500.00	0	3,213.91	11,713.91
110 E 44710 280 000 00000 000	PRK - Travel	8,000.00	0	-1,136.91	6,863.09
110 E 44710 287 000 00000 000	PRK - Meals & Entertainment	2,500.00	0	-77	2,423.00
110 E 44710 290 000 00000 000	PRK - Contracted Service	134,000.00	0	171,956.32	305,956.32
110 E 44710 299 000 00000 000	PRK - Contingency	3,000.00	0	-2,665.00	335
110 E 44710 320 000 00000 000	PRK - Operating Supplies	3,500.00	0	4,481.00	7,981.00
110 E 44710 325 119 00000 000	PRK - Concerts	27,000.00	0	3,365.00	30,365.00
110 E 44710 326 000 00000 000	PRK - Uniforms	1,150.00	0	1,900.00	3,050.00
110 E 44710 331 000 00000 000	PRK - Gas, Oil, Diesel	10,000.00	0	-3,213.06	6,786.94
110 E 44710 452 000 00000 000	PRK - Gravel & Sand	5,000.00	0	854.8	5,854.80
110 E 44710 455 000 00000 000	PRK - Landscaping	9,500.00	0	12,900.00	22,400.00
110 E 44710 461 000 00000 000	PRK - Park Maintenance	60,000.00	0	1,828.06	61,828.06
110 E 44710 923 000 00000 000	PRK - Park Development	150,000.00	14,387.25	491,814.96	656,202.21
110 E 44710 968 000 00000 000	PRK - I.H. Park Improvements	250,000.00	270,280.00	19,465.28	539,745.28
110 E 51923 762 000 00000 000	Capital Trans to LSS	0	0	320,000.00	320,000.00
121 E 43100 146 000 00000 000	STR - Work Comp	19,199.00	0	-700	18,499.00
121 E 43100 148 000 00000 000	STR - Education/Training	3,000.00	0	6,000.00	9,000.00
121 E 43100 149 000 00000 000	STR - Uniforms	9,000.00	0	-2,000.00	7,000.00
121 E 43100 259 000 00000 000	STR - Other Professional Servi	6,000.00	0	1,500.00	7,500.00
121 E 43100 261 000 00000 000	STR - Repair & Maintenance Mot	9,000.00	0	10,000.00	19,000.00
121 E 43100 264 000 00000 000	STR - Traffic Control Lights	5,000.00	0	11,450.00	16,450.00
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	550,000.00	0	-9,950.00	540,050.00
121 E 43100 333 000 00000 000	STR - Other Equip Parts & Repa	9,000.00	0	5,700.00	14,700.00
121 E 43100 341 000 00000 000	STR - Tools	12,000.00	0	2,000.00	14,000.00
121 E 43100 471 000 00000 000	STR - Asphalt & Asphalt Filler	40,000.00	0	-8,000.00	32,000.00
121 E 43100 940 000 00000 000	STR - New Capital Light Equipm	62,000.00	0	6,400.00	68,400.00
121 E 43100 941 000 00000 000	STR - HEAVY EQUIPMENT	100,000.00	0	-22,400.00	77,600.00
412 E 43250 146 000 00000 000	SEW - Workmen's	16,092.00	0	-3,550.00	12,542.00
412 E 43250 230 000 00000 000	SEW - Publicity/Dues	2,000.00	0	3,550.00	5,550.00
412 E 43250 333 000 00000 000	SEW - Other Equipment Parts	80,000.00	0	-5,470.00	74,530.00
412 E 43250 452 000 00000 000	SEW - Gravel & Sand	5,000.00	0	-5,000.00	0
412 E 43250 533 000 00000 000	SEW - Machinery &	5,000.00	0	-5,000.00	0
412 E 43250 953 000 00000 000	SEW - Improvements Other	300,000.00	0	15,470.00	315,470.00
416 E 46000 148 000 00000 000	STW - Education/Training	1,350.00	0	500	1,850.00
416 E 46000 220 000 00000 000	STW - Printing	3,000.00	0	-500	2,500.00
416 E 46000 230 000 00000 000	STW - Publicity/Dues	700	0	150	850
416 E 46000 232 000 00000 000	STW - Environmental Protection	3,460.00	0	2,000.00	5,460.00
416 E 46000 259 000 00000 000	STW - Other Professional Servi	15,000.00	0	-2,000.00	13,000.00
416 E 46000 290 000 00000 000	STW - Contracted Service	5,000.00	0	-150	4,850.00
424 E 43260 259 000 00000 000	SDW - Other Professional Servi	17,000.00	0	-5,000.00	12,000.00
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	8,000.00	0	2,000.00	10,000.00
424 E 43260 295 000 00000 000	SDW - Litter Control	25,000.00	0	-2,000.00	23,000.00
424 E 43260 333 000 00000 000	SDW - Other Equip Parts & Rep	10,000.00	0	5,000.00	15,000.00

Shelby County Sheriff's Office

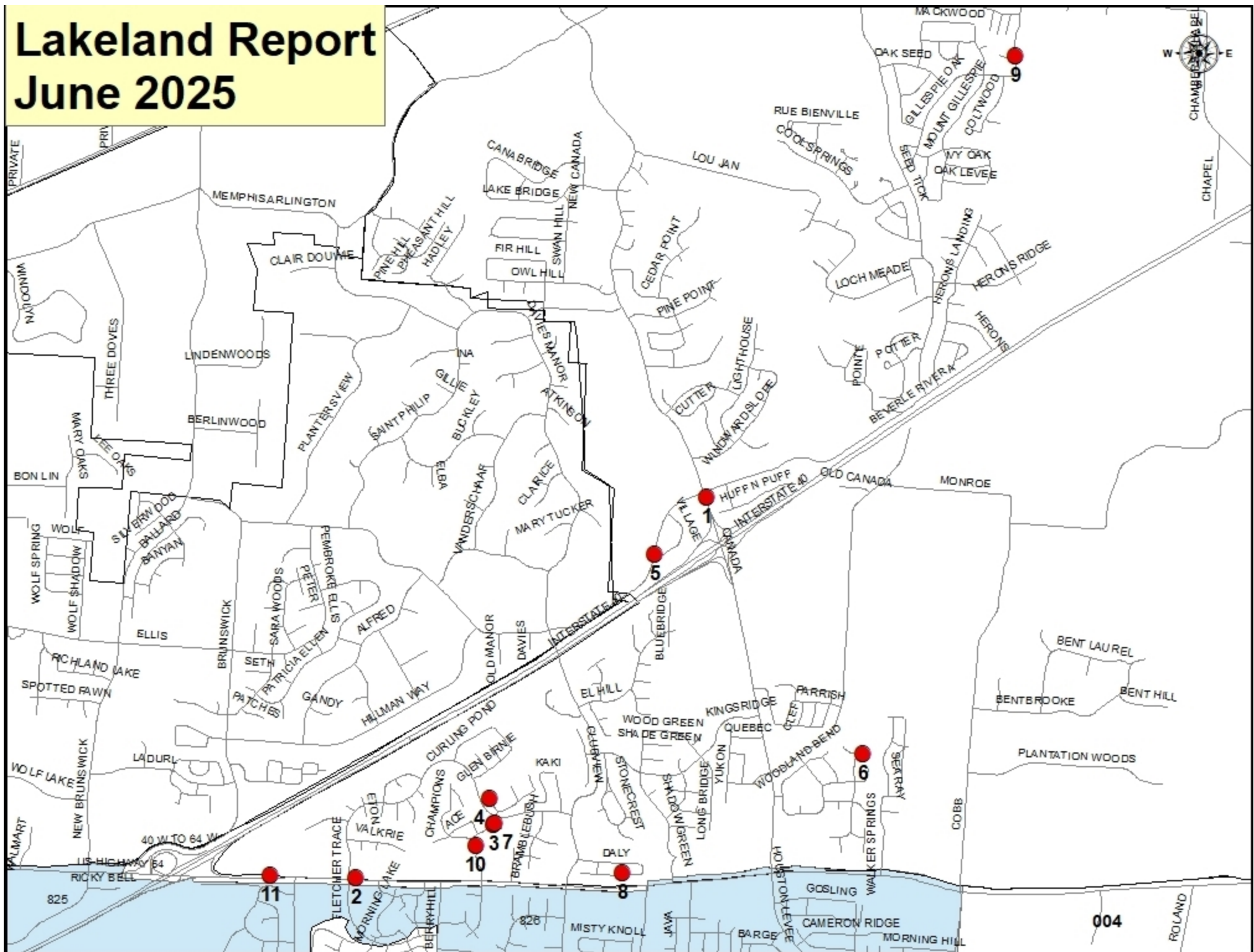


Crime Report

Lakeland
June 2025

Lakeland Report

June 2025



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2506000538SH	Burglary/Business	FRONT WINDOW BROKE	6/16/2025
2	2506000655SH	Burglary/Business	GARAGE TOOK APART	6/17/2025
3	2506000085SH	Burglary/Residential	FRONT DOOR	6/2/2025
4	2506000575SH	Other Theft/Non-Specific	FRONT DOOR THROUGH UNLOCKED DOOR	6/16/2025
5	2506000772SH	Theft from Building	THROUGH UNLOCKED DOOR	6/22/2025
6	2506000509SH	Theft from Building	FRONT DOOR THROUGH UNLOCKED DOOR	6/15/2025
7	2506000377SH	Theft from Motor Vehicle	FRONT DOOR THROUGH UNLOCKED DOOR	6/10/2025
8	2506000717SH	Theft from Motor Vehicle	FRONT DOOR THROUGH UNLOCKED DOOR	6/20/2025
9	2506000619SH	Theft from Motor Vehicle	REAR WINDOW BROKE	6/14/2025
10	2506000384SH	Vandalism/Misdemeanor		6/10/2025
11	2506000777SH	Vandalism/Misdemeanor		6/22/2025

All Incident Count

Incident	Total
Burglary/Business	2
Burglary/Residential	1
Drugs/Narcotics Violation/Felony	1
False Pretenses/Swindle/Confidence Game	1
Impersonation	1
Intimidation	1
Other Theft/Non-Specific	1
Theft from Building	2
Theft from Motor Vehicle	3
Vandalism/Misdemeanor	2
Grand Total	15

Tracked Count

Tracked Crimes	Jun-25	May-25	Jun-24
Agg Assault	0	0	1
Burg Bus	2	0	0
Burg Const	0	0	0
Burg Res	1	0	2
MVT	0	1	3
Other Lar	1	4	4
Robb Ind	0	0	1
Theft Fm Bldg	2	0	1
Theft fm Mot Veh	3	0	1
Vandalism	2	3	2
Totals	11	8	15

END OF PRESENTATION

LAKELAND MUNICIPAL COURT
SEMI-ANNUAL REPORT
July 2025



Legislation Passed!

HB 0748

by *Reeves

(SB 1089)

by *Johnson

Show Co-Prime Sponsors

Show Caption Text

Courts, Municipal - As enacted, increases from \$1.00 to \$2.00 the amount of funds from the court costs collected in municipal court cases that must be forwarded by the municipal court clerk to the state treasurer for deposit and credited to the account for the administrative office of the courts for the sole purpose of defraying the administrative director's expenses in providing training and continuing education courses for municipal court judges and municipal court clerks. - Amends TCA Title 16, Chapter 18 and Title 17, Chapter 3.

Companion bill has been assigned Public Chapter Number 459 by the Secretary of State.

Bill History

Amendments

Video

Summary

Fiscal Note

Votes

HB0748

ACTIONS

	DATE
Comp. became Pub. Ch. 459	05/15/2025
Comp. SB subst.	04/22/2025
H. Placed on Regular Calendar 4/22/2025	04/21/2025
Objected to on Consent Calendar.	04/21/2025
H. Placed on Consent Calendar for 4/21/2025	04/17/2025
Placed on cal. Calendar & Rules Committee for 4/17/2025	04/17/2025
Rec. for pass; ref to Calendar & Rules Committee	04/17/2025
Rec. for pass by s/c ref. to Finance, Ways, and Means Committee	04/17/2025
Placed on s/c cal Finance, Ways, and Means Subcommittee for 4/17/2025	04/16/2025
Placed on s/c cal Finance, Ways, and Means Subcommittee for 4/14/2025	04/14/2025
Placed behind the budget	04/14/2025
Placed on s/c cal Finance, Ways, and Means Subcommittee for 4/14/2025	04/09/2025
Assigned to s/c Finance, Ways, and Means Subcommittee	04/08/2025
Rec. for pass; ref to Finance, Ways, and Means Committee	04/08/2025
Placed on cal. Judiciary Committee for 4/9/2025	04/02/2025

SB1089

ACTIONS

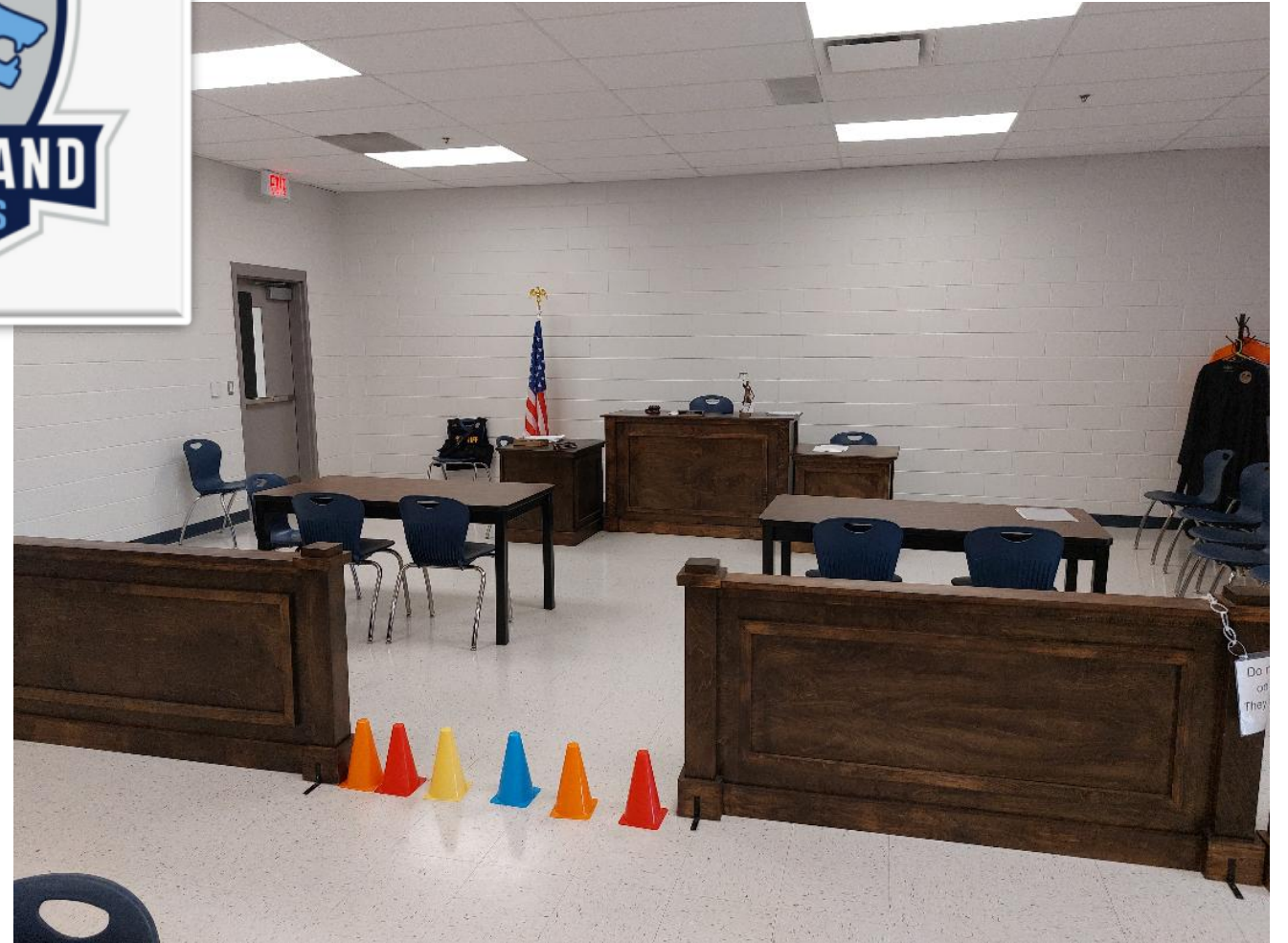
	DATE
Effective date(s) 07/01/2025	05/15/2025
Pub. Ch. 459	05/15/2025
Signed by Governor.	05/09/2025
Transmitted to Governor for action.	05/01/2025
Signed by Senate Speaker	04/29/2025
Enrolled and ready for signatures	04/28/2025
Sponsor(s) Added.	04/23/2025
Passed H., Ayes 79, Nays 19, PNV 0	04/22/2025
Subst. for comp. HB.	04/22/2025
Engrossed; ready for transmission to House	04/22/2025
Passed Senate, Ayes 33, Nays 0	04/22/2025
Placed on Senate Consent Calendar 2 for 4/22/2025	04/21/2025
Recommended for passage, refer to Senate Calendar Committee	04/21/2025
Placed on Senate Finance, Ways, and Means Committee calendar for 4/21/2025	04/17/2025
Placed on Senate Finance, Ways, and Means Committee calendar for 4/15/2025	04/14/2025
Rule #83(8) Suspended, to be heard in Senate Finance, Ways & Means Committee on 4/15/2025	04/14/2025
Recommended for passage, refer to	04/02/2025

2025 Spring Tennessee Municipal Judges Conference

April 11, 2025 – April 12, 2025

Drury Plaza Hotel Nashville Franklin
1874 West McEwen Drive
Franklin, TN 37067

What About Code and Property Maintenance Violations? Help! (1.00 General).
-Honorable Kim Koratsky, Municipal Judge, Lakeland
-Honorable Beau E. Pemberton, Municipal Judge, Obion, Sharon, & Rutherford



ORDINANCE VIOLATION LIST

13-104	Overgrown Weeds
13-106	Health and Sanitation Nuisances
13-107	Inoperative vehicles on or adjacent to residential property
13-108	Overgrown and dirty lots
13-109	Accumulation and/or storage of loose limbs and yard waste
13-202	Junk Prohibited
13-309	Dilapidated, unsafe, or unfit structure
13-405	Standard Tree Removal – no permit/plan
13-410	Hazardous tree – private property
14-409	Signs – Failure to obtain permit
14-703	Illegal fence
14-709	Erection of fence without permit
15-601	Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
15-609	Improper parking and/or storage of recreational vehicles and equipment on residential land
17-102	Unclean premises – solid waste
17-110	Improper disposal – solid waste/recyclable materials
18-603	Land Development and Const. – no soil stabilization after land cleared
Land Use Sec. 2(C)(5) – Short-Term Rental Violation	
Land Use Sec.2(P)(1) – Accessory Family Unit (RV)	

Municipal Court Jan-June 2025

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax	Education Fee
15-Jan-2025	Margaritas Restaurant	Yes	14-404	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
19-Mar-2025	Billie Harrod	Yes	14-703	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
	CW Development	Yes	15-609	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
			18-104	Guilty				
	Inner Peacock Consulting	No	17-102	Continued				
21-May-2025	Trung Phan	Yes	17-102	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
	Marleny Carranza	No	2, C (5)	Continued				
	Inner Peacock Consulting	No	17-102	Continued				
18-Jun-2025	Marleny Carranza	Yes	2, C (5)	Dismissed - Court Cost	\$100.00	\$0.00	\$27.50	\$1.00
	Inner Peacock Consulting	Yes	17-102	Guilty (currently unpaid)	\$100.00	\$50.00	\$27.50	\$1.00
Other	Dylan Moore	Yes	13-104	Guilty (payment plan)	\$100.00	\$977.50	\$27.50	\$1.00
	\$227.50 - paid							
	\$375 due on June 16 - unpaid							
	\$375 due on July 16 - unpaid							
Notes	No court in February or April							
Total:					\$700.00	\$1,227.50	\$192.50	\$7.00

QUESTIONS?

CITY OF
LAKELAND
TENNESSEE

Board of Commissioners
Regular Meeting Minutes
Thursday, June 5, 2025, 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, June 5, 2025.

II. INVOCATION:

The invocation was offered by Mayor Josh Roman.

III. PLEDGE:

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

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Engineer Emily Harrell, Planning Director Paul Luker, Finance Director Sue Matthews, Parks and Recreation Director Andrew Fisher, Senior Engineer Luis Camarillo Hernandez and City Recorder Cheyenne Carter.

V. PUBLIC HEARING:

1. **Ordinance - Public Hearing** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2025, and ending June 30, 2026. No public comments were heard.
2. **Ordinance - Public Hearing** - amending Title 20 of the City of Lakeland Municipal Code to establish regulations to govern special events and mobile food vendors within the City of Lakeland. *Sponsored by Mayor Roman*
No public comments were heard.

VI. TREASURER'S REPORT:

None.

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

1. Sheriff's Report - May 2025
This report was offered by Mayor Roman.
2. Lakeland Community Center Update - 4F Design PC.
This report was offered by Trey Yancey of 4F Design.
3. Mayor's Report
 - a. Proclamation establishing July 2025 as Parks and Recreation Month
This proclamation was offered by Mayor Roman.
4. City Manager's Report - June 2025
This report was offered by City Manager Michael Walker.
 - a. City Manager performance evaluation - City Attorney Will Patterson
This report was offered by Mayor Roman in absense of City Attorney Will Patterson.
5. Commissioners' Reports
 - a. Industrial Development Board - *Commissioner Johnston*
This report was offered by Commissioner Johnston.

VIII. PUBLIC COMMENTS:
None.

IX. SEWERAGE COMMISSION BUSINESS:
None.

X. CONSENT AGENDA:
None.

XI. REGULAR AGENDA:
Mayor Roman moved to bring rgular agenda items number 7, 9, 10 and 5 to the top of the agenda. No objections were heard. Please note reordering below.

7. **Resolution** - approving a professional services agreement with OHM Advisors for the Highway 70 Corridor Study.

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

Senior Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

OHM Advisors representative Mary ?? of the 1700 block of Moriah Woods Blvd. Memphis, TN addressed the board members.

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 Johnston

Nay: None

Abstain: None

9. **Resolution** - authorizing the issuance of not to exceed Twenty-Four Million Two Hundred Thousand Dollars to the City of Lakeland, Tennessee, General Obligation Capital Outlay Note pursuant to Section 9-21-601 *Et SEQ.*, of the Tennessee Code Annotated; providing for the terms of the capital outlay note; authorizing the negotiated sale of the capital outlay note; authorizing the execution and delivery of a drawdown loan agreement with Trustmark National Bank; authorizing the execution and delivery of the capital outlay note; authorizing the proper officials of the City to do all things deemed necessary or advisable in connection with the issuance and sale of the capital outlay note; and providing an effective date.

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

City Manager Michael Walker PFM representative Lauren Lowe 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 Johnston

Nay: None

Abstain: None

10. **Resolution** - authorizing the issuance, sale and payment of general obligation bonds by the City of Lakeland, Tennessee, in a par amount not to exceed \$19,860,000 to finance the construction, expansion, improvement, repair, renovation and equipping of a community center and related costs; authorizing the issuance of bond anticipation notes

prior to the issuance of the bonds; authorizing the execution and delivery of a loan agreement with Regions Commercial Equipment Finance, LLC; and authorizing the levy of taxes to pay the bonds and notes.

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

City Manager Michael Walker and PFM representative Lauren Lowe presented this item.

Discussion ensued.

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

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

Nay: Commissioner McCarter

Abstain: None

5. **Resolution** - approving a development contract with RIC (Lake District), LLC c/o Romspen Investment Corporation for The Lake District Planned Development Phase 1.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

David Smith with A2H provided information regarding the board members questions and comments.

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 Johnston

Nay: None

Abstain: None

1. **Approval of previous meeting minutes** - May 15, 2025

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

Discussion ensued.

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

2. **Ordinance - Second and Final Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

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

Finance Director Sue Matthews presented this item.

Discussion ensued.

Mayor Roman motioned to approve a salary pay increase of 8% with 4% attributed to a base salary increase and 4% attributed to a one-time performance-based increase, seconded by Commissioner Atkinson.

Discussion ensued.

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

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

Nay: Commissioner McCarter

Abstain: None

Discussion ensued.

When the question was called the second and final reading of the ordinance passed as presented, roll call vote, 4 in favor 1 against 0 abstain (4-1-0).

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

Nay: Commissioner McCarter

Abstain: None

3. **Ordinance - Second and Final Reading** - amending Title 20 of the City of Lakeland Municipal Code to establish regulations to govern special events and mobile food vendors within the City of Lakeland. *Sponsored by Mayor Roman*

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

Discussion ensued.

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

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

Nay: None

Abstain: None

4. **Resolution** - tentatively approving an agreement with Grinder, Taber & Grinder, Inc. for the Oliver Creek Sanitary Sewer Interceptor Contract C project.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

6. **Resolution** - approving a development contract with Ashmont Developer, LLC for Ashmont Planned Development Areas 1, 4, & 7B.

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

City Engineer Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

8. **Resolution** - authorizing the purchase and installation of two new monument signs for Lakeland City Hall entrances.

Vice-Mayor Dial 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 1 against 0 abstain (4-1-0).

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

Nay: Commissioner McCarter

Abstain: None

XII. ANNOUNCEMENTS:

1. Special Events Coordinator Alex Harris provided an update on upcoming special events.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:01pm on Thursday, June 5, 2025.

These minutes were approved on July 17, 2025.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

DRAFT



Board of Commissioners

Meeting Cycle: Thursday, July 17, 2025

Subject: **Ordinance - First Reading** - amending the fee schedule and permit applications for the City of Lakeland to include an application fee for the allowance of special events/mobile food vendors.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

City staff recommends approval of this item.

BUDGET IMPACT

There is no budget impact with this item.

DISCUSSION

This ordinance sets an application fee for special events and approves the application form.

ORDINANCE O-7-2025

AMMENDING THE FEE SCHEDULE FOR THE CITY OF LAKELAND TO INCLUDE AN APPLICATION FEE FOR THE ALLOWANCE OF SPECIAL EVENTS/MOBILE FOOD VENDORS

WHEREAS, the City of Lakeland, Tennessee, recognizes the need to update its fee schedule and permit applications to reflect the changes adopted with Ordinance O-5-2025; and,

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

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that a fee of \$100 shall be added to the City of Lakeland fee schedule for the special events application (see Exhibit 1) for a private special events permit/mobile food vendor as outlined in Ordinance O-5-2025.

SECTION 1. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: July 17, 2025
Public Hearing: August 21, 2025
Final Reading: August 21, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



SPECIAL EVENT / MOBILE FOOD VENDOR PERMIT APPLICATION

Submit this application at least 30 days prior to the event date.

SECTION 1 – APPLICANT INFORMATION

Name of Applicant/Organization: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Is this a Non-Profit Organization? ☐ Yes ☐ No (If yes, attach 501(c)(3) verification.)

SECTION 2 – EVENT DETAILS

Name of Event: _____

Event Description and Purpose: _____

Date(s) of Event: _____

Event Time: From _____ AM/PM To _____ AM/PM

Setup Time: From _____ AM/PM To _____ AM/PM

Location (Check One): ☐ Commercially Zoned Private Property ☐ City-Owned Property

☐ School-Owned Property

Venue Address: _____

Expected Attendance: _____

SECTION 3 – VENDORS AND SITE PLAN

List of Vendors (include names and items sold):

1. _____
2. _____
3. _____

Attach a Proposed Site Plan showing layout of booths, stages, food trucks, and other structures.

SECTION 4 – SAFETY AND LOGISTICS

Describe Security and Crowd Control Measures:

Will amplified sound be used? ☐ Yes ☐ No

Street Closures Requested? ☐ Yes ☐ No (If yes, list streets and times below)

Trash Disposal Plan: _____

SECTION 5 – MOBILE FOOD VENDOR REQUIREMENTS

All food vendors must comply with state and local health department regulations.

Health Department Permit #: _____

Operating Hours: From _____ AM/PM To _____ AM/PM

Power/Utility Needs: _____

Describe noise or emissions control measures: _____

SECTION 6 – REQUIRED ATTACHMENTS

- ☐ Site Plan
- ☐ List of Vendors
- ☐ Certificate of Insurance (listing City of Lakeland or Lakeland School System as additional insured)
- ☐ Health Department Permits (for food vendors)
- ☐ 501(c)(3) Documentation (if applicable)

SECTION 7 – FEE AND INSURANCE

\$100 Permit Fee* Paid: \$_____

Insurance Provider: _____ Policy #: _____

Coverage Amount: _____

SECTION 8 – HOLD HARMLESS AGREEMENT

The applicant agrees to indemnify and hold harmless the City of Lakeland, its officers, agents, and employees from any, and all claims, liabilities, costs, and damages which may arise because of the event.

Signature of Applicant: _____ Date: _____

SECTION 9 – CITY USE ONLY

Date Received: _____

Reviewed by: _____

Permit Number: _____

Approval Status: ☐ Approved ☐ Denied

* Any deviation in fee must be approved by City Manager.



Board of Commissioners

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving the Lakeland Meadows Planned Development amended Outline Plan. *Recommended by the Municipal Planning/Design Review Commission*

Staff Contact: Alex Barthol, Staff Planner

STAFF RECOMMENDATION

City Staff and the Municipal Planning Commission recommends the Board of Commissioners approve resolution R-75-2025.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

RESOLUTION R-75-2025

APPROVING THE LAKELAND MEADOWS PLANNED DEVELOPMENT AMENDED
OUTLINE PLAN

WHEREAS, On May 8, 2025, the City of Lakeland Municipal Planning Commission recommended approval of the Lakeland Meadows Planned Development Amended Outline Plan:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Amended Outline Plan is approved for the Lakeland Meadows Planned Development subject to the following conditions (see Exhibit 1):

1. Approval of this planned development outline plan/preliminary development plan does not permit any disturbance, construction, or improvement.
2. Each phase shall be subject to review and approval by the Fire Chief/Fire Marshall for International Fire Code compliance.
3. A construction access management plan shall be included to regulate construction access while minimizing impact upon the existing Winstead Farms Neighborhood through all phases of construction.
4. No portion of any lot, excluding common open space, shall be located within Zone 1 or Zone 2 of any Streamside Management Buffer.
5. Street trees proposed within the Seed Tick Road Scenic Corridor area shall be overstory deciduous shade tree to establish a parkway appearance.
6. The neighborhood sidewalks and pedestrian walkways/ bike paths shall have 100% interconnectivity.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CONDITIONS OF APPROVAL

I. General Statement

Lakeland Meadows is a proposed Master Planned Development consisting of 367 single family lots on 190.20 acres. This beautiful property of rolling meadows is located immediately adjacent to Winstead Farms PD and just east of the new Lakeland Middle Preparatory School and future Lakeland High School, see Exhibit "A" & "B". The master plan for this neighborhood has been designed to seamlessly compliment Winstead Farms PD while preserving the existing natural features of the site, providing many amenities for its residents, and accommodating future transportation needs for the area. The intent of Renaissance Developments, LLC, the developer, is to work closely with the city staff to provide a high quality, pedestrian friendly residential community.

The Lakeland Comprehensive Land Use Plan, approved in March of 2006, identifies approximately 25 acres on the southern portion of the property as *Mixed-Use Center*, and the remainder of the property to the north as *Suburban Neighborhood*. For the purpose of master planning this development, the entire property was considered to be *Suburban Neighborhood*, abandoning potential uses permitted (single family attached, multifamily, etc.) in the area identified as *Mixed-Use Center*. Although the property is not designated with a Conservation Overlay, the master plan of development was created in keeping with the intent of conservation design by providing strict attention and sensitivity to the wonderful natural features found on the site. These features are major elements of the neighborhood and have been preserved within the master plan design. Additionally, the design of the neighborhood has taken into account the connectivity of roadways and open space with the adjacent Winstead Farms PD. A total of 63.88 acres of land contained within the master plan (33.59% of the total site) will be placed in Common Open Space and Conservation Easements where no future development can occur, therefore preserving the natural resources of the land. Continuous green space connects the development throughout its boundaries and ties to adjacent open spaces and future developments.

Lakeland Meadows Planned Development is a suburban neighborhood designed with the following principals in mind:

1. To provide for a high quality, pedestrian friendly, walkable community with ample amenities for its residents. Tree lined streets with pedestrian walks on both sides have been provided to facilitate connectivity as well as a paved walking trail contained within the linear open space that connects all portions of the development together providing a safe environment for pedestrians and bicyclist to meander throughout the development along the preserved natural features of the site without simply being adjacent to roads.
2. To protect and preserve the site's natural features. Whereas the vast majority of all of the wooded areas with mature trees within the property has been preserved by strategically placing common open space and conservation easements through the development – that not only preserves the natural features of the site, but also creates unique engagement by the residents based upon the designed lot and road configurations.

CONDITIONS OF APPROVAL — ARTICLES I & II

3. To encourage safe vehicular connectivity through the neighborhood by providing multiple access points. Multiple community entrances have been provided, connecting to each of the bordering thoroughfares. Connections to Winstead Farms PD have been designed in such a manner to discourage additional traffic flow through Winstead Farms PD.
4. To provide for cohesive, high quality homes and community architectural elements. Architectural Guidelines will govern the design of each home that is to be constructed. Lot landscape guidelines set forth in Lakeland Meadows Neighborhood Declaration of Covenants, Conditions, and Restrictions govern the quality and quantity of plant material on each individual lot.

II. Land Uses Permitted

1. Single Family Detached residential uses shall be permitted and regulated in accordance with the R-2 Medium Density Residential classification in the City of Lakeland Zoning Ordinance, as modified herein.
2. Home Occupations, Parks & Recreation, Private Neighborhood Clubhouse and / or Pavilions, Private Neighborhood Pool shall be permitted and regulated in accordance with the R-2 Medium Density Residential classification in the City of Lakeland Zoning Ordinance.
3. Common Open Space (COS): All common open space shall be placed in a platted common open space lot and shall be used for the resident's recreation. Improvements shall be allowed, including but not limited to: paved trails, swimming pools, community architectural elements, signage, landscape, lighting, benches, and bike racks.
4. Detention Pond Areas: These areas are for the primary and express use of detaining site runoff to its pre-development rate. All infrastructure associated with this function is allowed.
5. Accessory Uses and Structures shall be permitted in accordance with the applicable provisions of the Lakeland Zoning Ordinance as pertains to the principle use of the property.
6. A Declaration of Covenants, Conditions, and Restrictions, hereinafter the "Declaration" shall be applicable to all properties within the community. The Community is required to create both a Architectural Review Committee and a Homeowner's Association. The Architectural Review Committee will review and approve all development details and architectural designs prior to final plan approval. The Homeowner's Association will ensure that the project is properly maintained. Lakeland Meadows Homeowner's Association will be established to maintain all Common Open Spaces and to ensure that all features and amenities of the development that are considered common assets are continuously maintained in a quality manner.

VALLEYBROOK
DEVELOPMENT, LLC

Lakeland Meadows

8620 TRINITY RD.
SITE 202
CORDOVA, TN 38018

III. Legal Description

Description of part of the Pricilla Kay James property and the Keneth Jerry Olds, Trustee of the Quinton Olds Trust property in Lakeland, Shelby County, Tennessee:

Beginning at a found cotton picker spindle in the centerline in existing pavement of Old Brownsville Road, said point being the southwest corner of said Pricilla Kay James property; thence North 16 degrees 10 minutes 48 seconds West along the west line of said Pricilla Kay James property and the east line of the Justin M. Otto and wife, Whitney L. Otto property, 1358.21 feet to a point on the south right-of-way line of the L & N Railroad; thence North 79 degrees 21 minutes 23 seconds East along the north line of the Pricilla Kay James property and along the south right-of-way line of said L & N Railroad, 4070.17 feet to a point, said point being the northeast corner of said Pricilla Kay James property and the northwest corner of Betty G. Axton property; thence South 05 degrees 04 minutes 24 seconds West along the east line of said Pricilla Kay James property and the west line of said Betty G. Axton property and the west line of the Heritage Operating property, 1524.33 feet to a point in the centerline of Old Brownsville Road; thence South 00 degrees 02 minutes 44 seconds West, along the east line of said Pricilla Kay James property and the west line of said Heritage Operating property, 16.14 feet to a point in the centerline of said Old Brownsville Road; thence along the centerline of said Old Brownsville Road for the following three calls: South 74 degrees 04 minutes 00 seconds West, 227.64 feet to a point; along a non-tangent curve to the right having a radius of 1840.60 feet, a delta angle of 14 degrees 11 minutes 29 seconds, a chord bearing of South 84 degrees 33 minutes 18 seconds West, a chord distance of 454.73 feet and an arc distance of 455.89 feet to a point; North 88 degrees 20 minutes 57 seconds West, 363.75 feet to a point, said point being the northeast corner of said Keneth Jerry Olds, Trustee property and the northwest corner of the Winstead Farms Subdivision; thence South 01 degrees 53 minutes 18 seconds East along the east line of said Keneth Jerry Olds, Trustee property, along the west line of Winstead Farms Subdivision and along the west line of the Winstead Farm, LLC property, 2687.15 feet to a point, said point being the southeast corner of said Keneth Jerry Olds, Trustee property and in the north right-of-way line of U.S. Highway 70; thence along the north right-of-way line of said U.S. Highway 70 for the following 3 calls: South 66 degrees 32 minutes 45 seconds West, 220.64 feet to a point; South 03 degrees 38 minutes 14 seconds West, 20.21 feet to a point; South 66 degrees 32 minutes 45 seconds West, 499.34 feet to a point, said point being a southwest corner of said Keneth Jerry Olds, Trustee property and the southeast corner of the Ronny Crockett, Jr and Dana Crockett property; thence North 20 degrees 44 minutes 46 seconds West along a west line of said Keneth Jerry Olds, Trustee property and along the east line of said Ronny Crockett, Jr property, 483.34 feet to a point; thence along a south line of said Keneth Jerry Olds, Trustee property and along the north line of said Ronny Crockett, Jr property and along the north line of the Westelle Olds, Trustee property the following three calls: South 74 degrees 37 minutes 33 seconds West, 146.28 feet to a point; South 74 degrees 37 minutes 33 seconds West, 331.74 feet to a point; North 78 degrees 05 minutes 49 seconds West, 174.49 feet to a point; thence

along an east line of said Keneth Jerry Olds, Trustee property and the west line of said Westelle Olds, Trustee property the following three calls: South 11 degrees 54 minutes 11 seconds West, 148.48 feet to a point; along a non-tangent curve to the left having a radius of 466.06 feet, a central angle of 35 degrees 22 minutes 12.00 seconds, a chord bearing of South 05 degrees 47 minutes 19 seconds East, a chord distance of 283.20 feet and a curve distance of 287.74 feet to a point; South 23 degrees 28 minutes 33 seconds East, 250.00 feet to a point in the north right-of-way line of said U.S. Highway 70; thence South 66 degrees 31 minutes 27 seconds West along the north line of said U.S. Highway 70, 20.00 feet to a point, said point being the southwest corner of said Keneth Jerry Olds, Trustee property and the southeast corner of the Harding Academy of Memphis, Inc. property; thence along the west line of said Keneth Jerry Olds, Trustee property and along the east line of said Harding Academy of Memphis, Inc. property the following six calls: North 23 degrees 28 minutes 40 seconds West, 249.99 feet to a point; along a tangent curve to the right with a radius of 485.99 feet, an arc length of 300.11 feet, a chord bearing of North 05 degrees 47 minutes 14 seconds West and a chord distance of 295.36 feet to a point; North 11 degrees 54 minutes 11 seconds East, 148.48 feet to a point; North 11 degrees 54 minutes 11 seconds East, 1446.14 feet to a point; along a tangent curve to the left with a radius of 1112.89 feet, an arc length of 272.99 feet, a chord bearing of North 04 degrees 52 minutes 33 seconds East and a chord distance of 272.30 feet to a point; North 02 degrees 21 minutes 17 seconds West, 7.91 feet to a point; thence across said Keneth Jerry Olds, Trustee property the following eight calls: North 87 degrees 26 minutes 30 seconds East, 170.00 feet to a point; along a non-tangent curve to the left having a radius of 1282.88 feet, a central angle of 9 degrees 14 minutes 24.00 seconds, a chord bearing of North 07 degrees 10 minutes 39 seconds West, a chord distance of 206.63 feet and a curve distance of 206.85 feet to a point; North 33 degrees 05 minutes 26 seconds East, 372.04 feet to a point; North 00 degrees 48 minutes 45 seconds East, 68.43 feet to a point; North 22 degrees 49 minutes 31 seconds West, 82.17 feet to a point; North 37 degrees 41 minutes 45 seconds West, 70.66 feet to a point; North 22 degrees 00 minutes 28 seconds West, 39.70 feet to a point; North 28 degrees 05 minutes 49 seconds West, 170.08 feet to a point in the centerline of said Old Brownsville Road; thence along the centerline of said Old Brownsville Road the following four calls: South 75 degrees 11 minutes 35 seconds West, 339.32 feet to a point; South 75 degrees 13 minutes 32 seconds West, 20.00 feet to a point; South 75 degrees 13 minutes 32 seconds West, 991.69 feet to a point; South 76 degrees 23 minutes 41 seconds West, 256.07 feet to the POINT OF BEGINNING and containing 190.20 acres of land.

CONDITIONS OF APPROVAL — ARTICLES IV, V, VI & VII

IV. Relationship to the Comprehensive Plan

Lakeland Meadows is in conformance with the Lakeland Comprehensive Land Use Plan approved in March of 2006. Approximately 25 acres on the southern property portion of the property is identified as *Mixed-Use Center* which allows Single-Family Detached, Single-Family Attached, Multifamily Residential, Religious Facilities, Schools, Public Buildings, Institutional Uses, and Limited Commercial Uses to serve the Planned Development – however, none of the above uses were incorporated into the Master Plan for Lakeland Meadows other than Single-Family Detached. The remainder of the property to the north is identified as *Suburban Neighborhood*. The Master Plan for Lakeland Meadows took the approach that the entire site is *Suburban Neighborhood*.

Suburban Neighborhood has a maximum allowable density of 2.5 units per acre. Excluding the additional density allowed for the area of the property identified as *Mixed-Use*, and utilizing the entire area of the development as *Suburban Neighborhood*, the maximum number of lots allowed is 481 residential lots. However, Lakeland Meadows Planned Residential Development proposes only 367 lots (114 less than allowed) within the 190.20 acres of land it encompasses, a density of 1.93 units per acre.

The site of Lakeland Meadows is located within close proximity to Planned Mixed-Use and Residential Support Center districts. These commercial districts would provide support and limit the number and distance of vehicular trips.

Two of the roads bordering Lakeland Meadows, Old Brownsville Road and future Seed Tick Road, are designated as scenic corridors on the Lakeland Comprehensive Land Use Plan. The Master Plan for Lakeland Meadows preserves the scenic nature of these thoroughfares by dedicating rights-of-way, incorporating conservation easements, and providing landscape screens where trees will be planted in areas that currently have no trees along said roads.

V. Relationship to the Parks Master Plan and Greenways Plan

According to the Lakeland Comprehensive Land Use Plan approved in March of 2006, the subject property is planned to support two separate Greenways. One following the existing creek running north to south through the property, and the other following an existing gas line easement running southwest to northeast diagonally across the subject property. Both of which are incorporated into the Common Open Spaces as shown on the Master Plan of Development—see *Exhibit J & M for Illustration*. The proposed paved walking / bicycle trails through the development will be dedicated to the City of Lakeland as a public pedestrian easement.

Additionally, the subject property is within the planned area for a public neighborhood park as identified on said Lakeland Comprehensive Land Use Plan – located near the western border of the

Development Site on the north side of Old Brownsville Road. Lakeland Meadows has incorporated into its overall Master Plan three individual private neighborhood parks strategically located throughout the development to serve the residents of the community as shown on the Master Plan of Development.

Per the formula in the Lakeland Subdivision Regulation, this project is required to provide 15.11 acres of parkland dedication. This will be handled by a payment in lieu with the development contract for each phase of the development—as they are developed.

$$D = L \times A \times P \times M$$

D = Dedication Area

L = # of Dwelling Units (367 total)

A = Average Family Size for Lakeland based on U.S. Census 2005 (2.94)

P = Parkland Ratio (0.01)

M = Density Multiplier (1.4)

$$D = 367 \times 2.94 \times 0.01 \times 1.4 = 15.11 \text{ acres}$$

VI. Other Public Facilities

There are no other public facilities planned for this neighborhood, other than incidental public street and utilities.

VII. Conveyance (Rights-of-way, Common Open Space, Other Facilities)

1. Perimeter Roads Right-of-way – see *Circulation Plan - Exhibit "L" for Illustration*.

R.O.W. Dedication along Highway 70 0.21 Acres

R.O.W. Dedication along Seed Tick Road 1.11 Acres

R.O.W. dedication along Old Brownsville Road (34' each side) 3.48 Acres

Total perimeter Road Right-of-way dedication 4.80 Acres

2. Internal Roads Right-of-way – See *Circulation Plan - Exhibit "L" for Illustration*.

The proposed thoroughfares internal to the site will be dedicated to the City as public roads. The land area will be conveyed to the City as Public Right-of-way.

Internal Road R.O.W. to be dedicated (31' width): 17.10 Acres

VALLEYBROOK
DEVELOPMENT, LLC

Lakeland Meadows

8620 TRINITY RD.
SUE 202
CORDOVA, TN 38018

CONDITIONS OF APPROVAL — ARTICLES VIII & IX

VIII. Private Recreation Facilities

1. Private neighborhood amenities, including but not limited to, architectural structures, fences, seating benches, bicycle racks, playground equipment, pedestrian paths, clubhouse, pavilions and / or neighborhood pool shall be permitted within all common open space areas although not required. The private recreational amenities shall be owned and maintained by Lakeland Meadows Homeowner's Association.
2. In the event playground equipment is installed within the Common Open Space, said equipment shall conform to the general recommendations of the Consumer Product Safety Commission contained in the "Handbook for Public Playground Safety".
3. It is anticipated that many of the residents will travel to and from the various private recreation facilities via the numerous pedestrian routes provided for in the development. In fact, the linear design approach to the Common Open Spaces allows for continuous connection of the various open spaces which encourages pedestrian travel. Additionally, parking areas will be provided in strategic locations throughout the development in close proximity to the primary social gathering points within the common open space areas which contain the destination recreational facilities, i.e. Neighborhood Gathering Pavilions, etc. which encourage social interaction.
See Exhibit "L" & "M"

IX. Common Open Space, Conservation Easements, Other Public Easements, Non-Disturb Easements, or Dedications

1. Common Open Space

As described in Section VII above, all Common Open Space areas are to be preserved in a platted common open space lot and shall be deeded to Lakeland Meadows Homeowner's Association at the recording of the final plat. See Exhibit "M" for designation of the Common Open Space Areas.

Lakeland Meadows Homeowner's Association, funded by resident dues, shall be responsible for hiring a maintenance company to maintain the common open spaces and private amenities. Maintenance duties for the COS shall include but not be limited to the following:

- Maintenance of the Pavilions / Social Gathering area
- Benches along paved walking trails,
- Mowing the grass on a regular basis,
- Pruning trees and shrubs,
- Litter removal,
- Mulching,
- Weed / Invasive plant control,

3. Common Open Space (COS) — See Exhibit "M" for illustration.

Common Open Space, which includes useable private park space, ornamental landscape areas, wet detention basins, and buffers will be placed in a platted open space lot for the use of the residents and be maintained by Lakeland Meadows Homeowner's Association. Common Open Space is as follows:

Total area platted as COS: 63.88 Acres

4. Conservation Easements

There shall be a 50' wide conservation easement along the frontage of Old Brownsville Road. These easements will be a part of the Common Open Space, which will be owned by Lakeland Meadows Homeowner's Association. See Article IX for specific information on these easements.

Total area in Conservation Easements: 4.86 Acres

5. Detention Ponds — see Exhibit "N" for illustration.

All Basins will be a part of the Common Open Space, which will be owned by Lakeland Meadows Homeowner's Association. Detention Basin land areas are as follows:

Det. Pond 1	0.60 Acres
Det. Pond 2	0.27 Acres
Det. Pond 3	0.22 Acres
Det. Pond 4	0.75 Acres
Det. Pond 5	2.43 Acres
Det. Pond 6	0.72 Acres
Det. Pond 7	0.97 Acres
Det. Pond 8	0.47 Acres
Det. Pond 9	1.06 Acres
Det. Pond 10	0.95 Acres
Det. Pond 11	4.42 Acres

Total area dedicated to detention: 12.86 Acres

See Exhibit "N" for illustration of "wet" Detention Ponds.

VALLEYBROOK
DEVELOPMENT, LLC

Lakeland Meadows

8620 TRINITY RD.
STE. 202
CORDOVA, TN 38018

CONDITIONS OF APPROVAL — ARTICLES X

4. Streamside Management Buffers – see Exhibit “I” and “M” for illustration.

There shall be a 25’ wide (Zone 1) Streamside Management Buffer located on either side of the existing stream running south to north across the property being measured from the top of bank of said stream. Additionally, there shall be a 25’ wide (Zone 2) Streamside Management Buffer located adjacent to the above referenced 25’ wide (Zone 1) Streamside Management Buffer. Protecting the stream is the buffer’s first priority; however, the Streamside Management Buffer also serves as passive recreational space and a visual amenity for the residents within Lakeland Meadows – with this in mind, the outer limits of the Zone 2 Streamside Management Buffer may be reduced in certain areas (as approved by the City Engineer) in order to accomplish the neighborhoods overall design elements of conservation design with additional priority emphasis being the preservation of the natural features of the property and neighborhood design elements.

5. Detention Areas – see Exhibit “V” for illustration.

The areas denoted for “Detention” shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by Lakeland Meadows Homeowner’s Association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer’s Office. Such maintenance shall include, but not be limited to, removing sedimentation, fallen objects, debris and trash; mowing; outlet cleaning; and repair of drainage structures.

Adequate access shall be provided to the City of Lakeland for inspection as per the Storm Water Management Ordinance. Access shall be clearly shown for the City of Lakeland access to public detention control structures. Inspection and maintenance shall be performed in accordance with the inspection and maintenance agreement executed at the Final Plat stage of each Phase.

X. Design Guidelines

The purpose of these Preliminary Design Guidelines is to establish consistent Characteristics for the homes in Lakeland Meadows.

These Preliminary Design Guidelines shall be therefore enforceable by the City of Lakeland. The Guidelines govern design control over buildings to ensure that the neighborhood is kept to a high and desirable quality. These Preliminary Design Guidelines shall serve as the basis for the Detailed Design Guidelines to be provided for each phase of the subdivision at Final Plan submittal. The Guidelines shall apply to original construction, additions, and accessory structures. The Guidelines shall be complied with by owners, developers, consultants, and builders.

- Herbicide application,
- Fertilizer application,
- Edging,
- Planting annual color,
- Removing hazardous damaged branches from trees,
- Removal of hazardous trees as identified by an ISA certified arborist,
- Private lighting of public facilities and Neighborhood Identification Monuments,
- Maintenance of the Neighborhood Identification Monuments and Fences.

2. Conservation Easement – Old Brownsville Road (Scenic Corridor) – see Exhibit “M” for illustration.

The Conservation Easement along Old Brownsville Road shall be 50’ in width and extend the full length of Old Brownsville Road except at the entrance points to the neighborhood where Subdivision Identification Monuments will be placed. The conservation easement shall be maintained by the Lakeland Meadows Homeowner’s Association.

In those areas of the Conservation Easement where no trees exist, a Landscape Screen shall be planted (See Exhibit “Q” – Landscape Plates & Buffers) in order to create the tree lined appearance desired for a scenic corridor – of which Old Brownsville Road is designated on the City of Lakeland Comprehensive Land Use Plan. Required landscaping shall not conflict with any public or private easements.

No fencing, walls, structures, or private improvements shall be permitted within the conservation easement except as specifically permitted by the City of Lakeland. The HOA shall be permitted to clear underbrush, invasive species, etc., in order to manage and / or re-plant appropriate trees and plants as deemed appropriate by the City of Lakeland.

The Conservation Easement along Old Brownsville Road shall allow for a public trail as shown on Exhibit “L” - Circulation Plan and said public trail shall be maintained by the Lakeland Meadows Homeowner’s Association. There shall be granted and dedicated a public easement for the use of said public trail.

3. Scenic Corridor Landscape Screen – future Seed Tick Road (Scenic Corridor) – See Exhibit “Q” for illustration.

The Scenic Corridor Landscape Easement / Screen along future Seed Tick Road shall be 20’ in width and extend the full length of future Seed Tick Road except at the entrance points to the neighborhood where Subdivision Identification Monuments will be placed or where individual driveways to residences will be located. The Scenic Corridor Landscape Easement (east side) shall allow for a public sidewalk as shown on Exhibit “L” - Circulation Plan which shall be maintained by the Lakeland Meadows Homeowner’s Association. The public trail (west side) as shown on Exhibit “L” - Circulation Plan and associated landscaping shall be constructed when the property to the west is developed.

VALLEYBROOK
DEVELOPMENT, LLC

Lakeland Meadows

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CONDITIONS OF APPROVAL — ARTICLES XI

Administrative approval by the City Manager or his designate is permitted for minor deviations from the Design Guidelines. Minor deviations might be described as changes that do not substantially affect the massing, form, style, overall building materials, streetscape of the lot or its structures, while maintaining overall consistency with the Design Guidelines. Major deviations shall require amendments to the PDP, Final Development Plan (FDP), and / or any approval deemed applicable for amendment by the City of Lakeland.

1. Preliminary architectural drawings have been provided — See Exhibit "y". The sketches and / or photographs convey general architectural intent. Lakeland Meadows homes shall consist of a variety of architectural styles in order to promote a diversity of home styles that complement one another in the setting of a cohesive yet diversified community. Permitted architectural styles shall include, but not be limited to, Craftsman, Bungalow, Farmhouse, Federal, French Provincial, French Country, Georgian, Gothic Revival, Greek Revival, Queen Anne, Regency, Tudor, and Victorian. Architectural styles not permitted shall include, but not be limited to, Art Deco, Cape Cod, Contemporary, Creole, Dutch Colonial, International, Italianate, Monterey, Neoclassical, Prairie, Pueblo, Saltbox, Second Empire, Shed, and Spanish Eclectic.

Each home shall contain the following architectural features:

- Exterior materials shall be consistent with the Architectural Style of the Home
- Exterior materials other than brick, natural stone, and manmade stone shall be Hardie concrete siding or equivalent.
- Architectural Shingles
- Rear facades of homes on reverse frontage lots shall use same materials and have similar architectural elements as the front and side facades of the home.

In addition, home designs are encouraged to provide many of the following features that may not be appropriate on every home:

- Covered Porches
- Turrets, cupolas, finials, and copper vents
- Exposed exterior wood beams
- Decorative Shutters
- Concrete walkways from front door to decorative iron mailbox at street

Detailed Design Guidelines will be submitted with the Final Plan for each Phase of Development.

An Architectural Control Committee (ACC) shall be established by the Developer. This committee, or their designated architect, will review all proposed structures, site plans, building elevations, landscaping and construction materials. The ACC shall adhere to the Design Guidelines as established by the Developer.

2. A 9' wide planting strip is provided as part of the typical road sections — see Exhibit "W" — Typical Road Cross Sections. A minimum of 2" caliper deciduous canopy trees shall be planted at 40' spacings on each street that fronts lots (See Exhibit "Q" — Landscape Plan).

Street Tree Standards are as follows:

- Min. distance on center — 20'
 - Max. distance on center — 40'
 - Min. distance from sidewalk — 4'
 - Min. distance from driveways — 5'
 - Min. street tree strip or easement — 9'
- Species selection per City of Lakeland Trees Species Selection List

XI. Quantitative Data

Number of Lots: 251 Single Family Detached Residential Lots

Total Site Area: 166.71 Acres

Overall Density: 1.50 DU/Acre

Phase One:	33 lots	(completed)
Phase Two	12 lots	
Phase Five	37 lots	(under contract)
Phase Six	26 lots	(under contract)
Phase Seven	32 lots	
Phase Eight	36 lots	
Phase Nine	46 lots	
Phase Ten	29 lots	

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XII. Roads, Access, Circulation, and Design

1. Relationship to Major Roads Plan

Lakeland Meadows Planned Residential Development provides connectivity as proposed with the Major Roads Plan by extending existing roads within Winstead Farms PD (Autumnlight Drive and Quaking Lane).

Old Brownsville Road (designated as a Scenic Corridor on the Comprehensive Land Use Plan adopted in March 2006) shall be dedicated 34' from the centerline to provide for a 68' public right-of-way - See Exhibit "W" for illustration.

Future Seed Tick Road shall be constructed and dedicated to The City of Lakeland in accordance with the Design Standards shown herein with the approval of the City Engineer. See Exhibit "W".

2. Access and Signalization

Major Access will be provided via Highway 70 (utilizing future Seed Tick Road) and Old Brownsville Road. No signals will be necessary with the development of this subdivision.

Minor or local access will be provided via Autumnlight Drive and Quaking Lane extension from Winstead Farms PD and various connections to future Seed Tick Road and Old Brownsville Road.

Design of access points will be in accordance with the City of Lakeland Design Standards and approval of the City Engineer.

3. Public Road Standards

All internal streets shall be public and designed with a 31' R.O.W. as shown herein and subject to approval by the Lakeland City Engineer. See Exhibit "W" for illustration.

4. Connectivity / Circulation / Traffic Calming

The proposed road network has been designed to promote vehicular connectivity. Multiple community entrances have been provided, connecting to each of bordering thoroughfares. Internal roads have been designed in a curvilinear method of design to promote traffic calming and allow for unique street scenes to be developed. Additionally, street trees, a proven method of traffic calming, along with the proposed road sections and curvilinear design, will also lend a pedestrian feel and further discourage vehicular speeding.

All proposed internal roads shall be lined with street trees on both sides. The street trees are to be maintained by the adjacent property owner, with the HOA enforcing maintenance and replacement. See Exhibit "R" for illustration.

5. Pedestrian Access

5' wide walkways have been provided on both sides of the internal streets to allow for free pedestrian circulation around the community. Additionally, paved walking and bicycle paths will be constructed within the Common Open Spaces. These walkways lead to the abundance of Common Open Space and Social Gathering Areas throughout the neighborhood. All walkways will have ADA accessible curb ramps at street crossings. See Exhibit "L" for illustration.

XIII. Protection of Natural Features

The existing natural resources on site include large areas of mature hardwood trees, fence rows with scattered mature hardwood trees, stream banks with mature hardwood trees and open meadows. The natural features of the property have been incorporated in to the design of the project with the use of conservation easements, common open spaces and limited grading on lots. High value hardwood stands and steep slopes have been protected intact in several locations by minimizing disturbance and incorporating them into open space areas. The result will be retention of habitat corridors, vegetative filters, retention of large woodland tracts, increased recreational opportunities and a significant contribution to the green infrastructure for the City.

It is the intent of this development to preserve as many specimen trees as possible. An ISA certified arborist will be retained on the project to evaluate tree protection measures before, during and after construction of the infrastructure and homes. Whenever land disturbance encroaches 25% into the critical root zone of any specimen trees to be retained, that tree will be treated, in accordance with a recommendation from a certified arborist, for construction impact mitigation.

See Exhibit "W" - Tree Survey for existing surveyed tree information.

See Exhibit "O" - Tree Protection and Removal Map.

See Exhibit "P" - Tree Protection Techniques on Front Loaded Lots for Lots 35—39 in Phase II.

XIV. Water, Sewer and Drainage

1. Sewage will be accommodated via a proposed public sewer system. See Exhibit "S" for proposed and existing sanitary sewer lines to serve the development. Sanitary sewer plans shall be submitted to the City Engineer for review during the applicable Final Plan for each phase. All sewer improvements to be in accordance with the requirements of the City of Lakeland. Sewer connection is to gravity line at the northwest corner of the development site - near the sewer treatment facility.

CONDITIONS OF APPROVAL — ARTICLES XV, & XVI

2. Water will be provided by public water lines and is to be designed by MLC&W. See Exhibit "I" – to reference the anticipated locations of the water lines when located within the roadways.

3. A sketch grading plan, Exhibit "U", illustrates an overall storm drainage network for the proposed development. Storm water will be controlled by the various detention ponds that will be designed to meet the requirements of the City. A final storm drainage plan shall be submitted to the City Engineer for review as part of the Final Plan for each phase of development.

XV. Bulk and Similar Requirements

Lakeland Meadows Planned Development shall comply with the bulk regulations in the R-2 Residential District as outlined in the Lakeland Zoning Ordinance, unless otherwise stated in this PDP.

Lots are approximately ½ acre (10,000 s.f.) in area or larger and vary in width from 70' wide up to 90' wide to encourage a diversity of home front elevations and are typically 140' in depth, except for the small section of rear load lots (234–256) in Phase IX north of Old Brownsville Road which have a width of 50' and minimum area of 6,500 s.f.. Traditional corner lots are an average of 25' wider than adjacent traditional non-corner lots. The above referenced sizes vary, however, due to the curvilinear nature of the road network.

For a complete lot size chart, see Lot Tabulation Chart on Exhibit "J".

The following Bulk Regulations shall apply to lots within Lakeland Meadows:

1. Single Family Residential Lots 70' wide to 90' wide

<u>Building Setbacks:</u>	
Front Build to Line*:	25 feet
Front Setback:	30 feet
Front Porch Encroachment:	4 feet
Side Yard Setback:	5 feet (sum of 10 feet)
Rear Yard Setback:	20 feet
Minimum Lot Width:	70 feet at building set back line
Minimum Lot Area:	10,000 SF
*Front hook in garages shall be located at front build to line.	

2. Single Family Residential Lots 90' wide facing future Seed Tick Road

<u>Building Setbacks:</u>	
Front Build to Line*:	35 feet
Front Setback:	40 feet
Front Porch Encroachment:	4 feet
Side Yard Setback:	5 feet (sum of 10 feet)
Rear Yard Setback:	20 feet
Minimum Lot Width:	70 feet at building set back line
Minimum Lot Area:	10,000 SF
*Front hook in garages shall be located at front build to line.	

3. Single Family Residential Lots 50' wide and rear loaded via private Alley

<u>Building Setbacks:</u>	
Front Build to Line:	25 feet
Front Setback:	25 feet
Side Yard Setback:	5 feet (sum of 10 feet)
Rear Yard Setback:	20 feet
Minimum Lot Width:	50 feet at building set back line
Minimum Lot Area:	6,500 SF

4. Neighborhood Identification Monuments / Entry Signs shall be designed, located and constructed in accordance with the approval of the Lakeland Design Review Commission. The minimum setback for Neighborhood Identification Monuments / Entry Signs shall be 10 feet. Said Monuments / Signs shall be located within the Common Open Spaces and shall be maintained by Lakeland Meadows Homeowner's Association. See Exhibit "X" for illustration.

XVI. Phasing of Development

The project is expected to be completed in eight (8) phases. It shall be permissible for multiple phases to be developed at once, as well as the phases to be developed non-sequentially, example - a phase started on the south side of Old Brownsville Road at the same time as a phase is started on the north side of Old Brownsville Road. The construction of Phase I shall commence within twelve (12) months of the approval of the construction documents by the appropriate governmental agencies and bodies. The construction of each subsequent phase or phases will overlap the home building process in the preview phase or phases. Infrastructure in subsequent phases will be built as homes are constructed in the previous phase(s). Home construction is market driven, therefore it is estimated that each phase will take approximately eighteen months to complete. Full build-out if developed sequentially is projected to take approximately fifteen years.

VALLEYBROOK
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Lakeland Meadows

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CONDITIONS OF APPROVAL — ARTICLES XVII & XVIII

XVIII. Approvals Procedure for Additional Plan Elements and / or Future Phases:

A Preliminary Plat and Construction Drawings shall be required to provide certain detailed documents not provided with the Preliminary Development Plan (PDP), including:

1. Preliminary Plat and Construction Drawings with each phase of development.
2. Final tree survey for entire development, including tree density calculations with first phase of development.
3. Detailed grading plan with storm water and drainage calculation.
4. Detailed drainage plan.
5. Detailed design for sewer improvements.
6. Detailed information on existing and proposed utilities.
7. Final landscape and irrigation plan.
8. Detailed street tree plan.
9. Streamside Management Buffer Plan.
10. Covenants and Restrictions.
11. Detailed Architectural Design Standards for residential structures.
12. Maintenance, Management and Funding Plan.

Each Phase of Development shall consist of the development of the number lots as shown on the Phasing Plan, the dedication of right-of-way for any existing public roads if any, the required earthwork for the phase as indicated within the construction drawings, the construction of the required detention facility if any, the construction of all water, sanitary sewer, and storm drainage facilities (and any off-site extensions if necessary), the construction of all internal roads, the construction of required landscaping for the phase, the construction of any private improvements within the Common Open Space associated to the phase, and the construction of any Subdivision Identification Monuments.

See Exhibit "K" – Phase Plan for detailed phase identification.

XVII. Expiration / Termination of the PDP

1. In the event that the approval of the first Final Development Plan is not obtained for the planned development within three (3) years of the approval of the Preliminary Development Plan by the Lakeland Board of Commissioners, the Preliminary Development Plan shall be deemed to have expired.

2. In the event that any portions of the PD have not obtained Final Development Plan approval after ten (10) years from the date of the Board of Commissioners' approval of the Preliminary Development Plan, the Preliminary Development Plan shall be deemed to have expired for those remaining portions of the PD.

3. Extension of the completion period – Upon the request of the applicant and review and recommendation of the Planning Commission, the Board of Commissioners may extend for a reasonable time, not to exceed one (1) year, the expiration date of the PD.

4. Notice of revocation – If a Preliminary Development Plan expires under the provisions of this Article, the planned development is terminated, such designation shall be removed from the Official Zoning Map and a notice of revocation shall be placed on the recorded development plan. The zoning regulations applicable before the development was approved shall then be in effect. However, if any portion of the property is constructed or developed as provided by the approved Planned Development, the remaining developed portion(s) of the property shall be in conformance with the approved Planned Development regardless of the existing conventional zoning district of the property.

5. Amendments – Administrative minor revisions to plat documents are permitted per the Planned Developments Ordinance 14-214. Any other types of amendment to the Outline Plan / Preliminary Development Plan shall be approved by the Municipal Planning Commission and Board of Commissioners through public meetings with such meetings to require publication and mailing of notice at least 15 days before the meeting(s).

VALLEYBROOK
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Lakeland Meadows

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RESOLUTION R-77-2025

APPOINTING A MUNICIPAL COURT CLERK FOR THE CITY OF LAKELAND

WHEREAS, the City of Lakeland, Tennessee, established a municipal court on December 14, 2017, through Ordinance 17-259; and,

WHEREAS, section 3-108 states that the Board of Commissioners shall appoint a person to serve as the municipal court clerk:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Lisa West is hereby appointed Municipal Court Clerk of the City of Lakeland, Tennessee, and shall serve at the will and pleasure of the Board of Commissioners.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - accepting Lots A & B in the Lakeland Meadows Planned Development and authorizing the City Manager and the City Attorney to execute necessary documents.

Staff Contact: Will Patterson, City Attorney

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-74-2025.

BUDGET IMPACT

The budget impact will be nominal; any ongoing maintenance costs will be absorbed by the Public Works Department budget.

DISCUSSION

RESOLUTION R-74-2025

ACCEPTING LOTS A & B IN THE LAKELAND MEADOWS PLANNED
DEVELOPMENT AND AUTHORIZING THE CITY MANAGER AND THE CITY
ATTORNEY TO EXECUTE NECESSARY DOCUMENTS

WHEREAS, the Developer of the Lakeland Meadows Planned Development (Valleybrook Development, LLC) agreed to dedicate to the City of Lakeland, Tennessee (the “City”) two parcels which were identified on the May 8, 2025 Outline Plan amendment; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee (the “Board”) recognizes the utility and benefits of accepting Lots A & B; and,

WHEREAS, the Board hereby authorizes the City Manager and City Attorney to execute all necessary documents to accept the dedication of Lots A & B 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 Lots A & B in the Lakeland Meadows Planned Development at no cost to the City.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

*Property Line Description
of the part of the
Cypress Bend, LLC. Property
totaling 33.55 acres
as recorded by
Instrument # 22044859, 22044860, and 22404861
in the
Shelby County Registers Office;
Property located in Lakeland, Shelby County, Tennessee
and being more particularly described as follows:*

Beginning at a ½" rebar in the northwest line of U.S. Highway 70 (right-of-way varies), said point being the southeast corner of the subject property, said point referenced by a found concrete monument located on a bearing of N 01°53'18" W and a distance of 19.8 feet from the aforementioned point, said point also being 30.0 feet northwest of the centerline of the existing pavement of said U.S. Highway No. 70, thence S 66°31'06" W along said northwest line of said U.S. Highway No. 70 and with said subject property 297.09 feet to a ½" rebar; thence leaving said right-of-way N 21°53'09" W a distance of 385.33 feet to a point; thence N 12°25'22" W a distance of 253.90 feet to a point; thence N 13°25'57" W a distance of 112.99 feet to a point; thence N 04°34'39" W a distance of 105.77 feet to a point; thence N 07°30'06" W a distance of 190.93 feet to a point; thence N 18°50'19" W a distance of 97.42 feet to a point; thence N 15°22'12" E a distance of 11.50 feet to a point; thence S 89°07'12" W a distance of 131.09 feet to a point; thence along a curve to the right having a chord bearing of N 84°29'18" W and a radius of 610.79 feet an arc distance of 143.23 feet to a point; thence N 78°05'49" W a distance of 447.55 feet to a point; thence N 11°55'52" W a distance of 401.22 feet to a point of curvature; thence along a curve to the left having a radius of 1113.21 an arc distance of 282.97 feet to a point; thence N 87°26'30" E a distance of 161.42 feet to a point; thence along a curve to the left having a chord bearing of N 06°54'23" W and a radius of 1274.34 feet an arc distance of 192.07 feet to a point; thence N 32°53'26" E a distance of 108.60 feet to a point; thence N 32°53'26" E a distance of 273.34 feet to a point in the west line of Phase 1, Lakeland Meadows Planned Development as recorded in Plat Book, 297, Page 49; thence along said west line the following courses:

S 16°26'30" E a distance of 189.10 feet to a point;
S 09°32'59" E a distance of 141.00 feet to a point;
S 14°09'53" W a distance of 57.00 feet to a point;
S 01°31'58" E a distance of 77.96 feet to a point;
S 36° 52'57" E a distance of 127.91 feet to a point;
S 42°11'36" W a distance of 5.17 feet to a point;
thence leaving said west line and along a line of partition of the parent tract the following courses:
S 42°11'36" W a distance of 34.34 feet to a point;
S 36°08'26" E a distance of 95.66 feet to a point;
S 17°10'01" W a distance of 91.17 feet to a point;
S 19°34'44" E a distance of 51.30 feet to a point;
S 15°16'00" W a distance of 88.23 feet to a point;
S 72°00'33" E a distance of 54.28 feet to a point;
S 27°53'17" E a distance of 64.24 feet to a point;
S 06°32'30" W a distance of 67.08 feet to a point;
S 18°33'46" E a distance of 94.45 feet to a point;
N 88°06'42" E a distance of 550.41 feet to a point in the east line of the said Cypress Bend, LLC. property; thence along said east line S 01°52'22" E a distance of 1199.78 feet to the Point of Beginning and containing 25.045 acres of land, more or less.

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving a residential subdivision development contract with Ethridge Enterprises for Kensington Manor Planned Development Phase 3.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-82-2025.

BUDGET IMPACT

The development fees associated with this contract total \$134,433.84, of which \$60,033.84 is General Fund revenue and \$74,400.00 is Sewer Fund revenue.

DISCUSSION

Kensington Manor Planned Development is located on the south side of Highway 70 east of Evergreen Road. The Outline Plan and Preliminary Development Plan were approved by the Board of Commissioners in 2008. The most recent amendment to the Preliminary Development Plan was approved by the Board of Commissioners in January 2016.

Phase 3 consists of 24 single-family residential lots on 13 acres east of Evergreen Road. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of \$215,068.45 will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-82-2025

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ETHRIDGE ENTERPRISES FOR A 24 LOT SUBDIVISION TO BE KNOWN AS
KENSINGTON MANOR PLANNED DEVELOPMENT PHASE 3

- WHEREAS,** Developer is the owner of record of tracts of land zoned Residential which contains approximately 33.97 acres, also identified by Parcel ID # LO151 00504 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 24-lot subdivision to be known as **KENSINGTON MANOR PLANNED DEVELOPMENT PHASE 3** ("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 specific compliance with the requirement of the Land Development

RESOLUTION R-82-2025

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ETHRIDGE ENTERPRISES FOR A 24 LOT SUBDIVISION TO BE KNOWN AS
KENSINGTON MANOR PLANNED DEVELOPMENT PHASE 3

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 **ETHRIDGE ENTERPRISES** for a 24-lot subdivision to be known as **KENSINGTON MANOR PLANNED DEVELOPMENT PHASE 3**.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 17th day of July 2025, 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 ____, 20__, by and between **ETHRIDGE ENTERPRISES**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKE LAND 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 33.97 acres, also identified by Parcel ID # **L0151 00504** in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 24-lot subdivision to be known as **KENSINGTON MANOR PHASE 3** (“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 following approvals: Preliminary Development Plan dated January 9, 2008, approved by the MPC January 22, 2008 and BOC March 6, 2008; Secondary Detailed Development Plan dated May 9, 2008, approved by the MPC May 19, 2008 and BOC June 12, 2008; Preliminary Development Plan and Secondary Detailed Development Plan Amendment dated August 23, 2010, approved by the MPC October 18, 2010 and BOC January 6, 2011; Preliminary Development Plan amendment dated December 13, 2013, approved by the MPC on December 19, 2013 and BOC February 18, 2014; Preliminary Development Plan Amendment dated June 19, 2014, approved by the MPC on June 19, 2014 and BOC July 10, 2014; and Preliminary Development Plan Amendment dated December 21, 2016, approved by the BOC on January 14, 2016, and Construction Plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

2.

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.

3. 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.

4. 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 Subdivision Construction Plan. 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

5. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the 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.

6. 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.

7. 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.

8. 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.

9. 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

10. (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 Fifteen Thousand Sixty-Eight dollars and Forty-Five cents (\$215,068.45)** 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

11. (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.
- (2) All fees paid to the City as specified herein.
- (3) Security is received by the City as specified herein.
- (4) Insurance certificate is received by the City as specified herein.

If items (1-4) 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 street surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or unless otherwise specifically approved by the City. In addition, Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (2) The final street surface shall be placed within four years after the issuance of the first building permit.

(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 following one (1) year 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) or City of Bartlett (Bartlett) 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 **Seventy-Four Thousand Four Hundred Dollars (\$74,400.00)**, 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 make a "Payment in-Lieu-of Improvements" for required street improvements to Chambers Chapel Road in accordance with the approved Preliminary Development Plan; However, that payment shall be deferred until Phase 5 of construction and made prior to the recording of the final plat for that phase.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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

31. 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.

32. 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

33. 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.

34. 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.

35. 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.

36. 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

37. Developer shall pay to the City, the sum of **Twelve Thousand Dollars (\$12,000.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement includes, without limitation, the reasonable expenses of

the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

46. 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.

47. 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

48. Developer agrees to pay to the City the sum of **Seven Thousand Two Hundred Dollars (\$7,200.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

49. Developer agrees to pay to the City the sum of **Seven Thousand Seven Hundred Dollars (\$7,700.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract.

Administrative Review Fee

50. Developer agrees to pay to the City the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)**, (\$200 for 1st Lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

51. Developer agrees to pay to the City the sum of **One Thousand Three Hundred Fifty Dollars (\$1,350.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

52. Developer agrees to pay to the City the sum of **Zero Dollars (\$0.00)**, (\$200 plus \$25 per acre), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

53. Developer agrees to pay to the City the sum of **Two Thousand Four Hundred Dollars (\$2,400.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

54. 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 07-105, prior to the execution of this Contract.

Warning Siren Fee

55. Developer agrees to pay to the City the sum of **One Thousand Two Hundred Dollars (\$1,200.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

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

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

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

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

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

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-Five Thousand Six Hundred Eighty-Three Dollars and Eighty-Four Cents (\$25,683.84)** as per Article III, Section 6 of the Lakeland Subdivision Regulations in later phases consistent with the requirements in the amended Kensington Manor Preliminary Development Plan dated June 19, 2014, approved by the BOC on August 14, 2014.

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**

- (ii) DEVELOPER
ETHRIDGE ENTERPRISES
ATTN: JIM ETHRIDGE
1055 N. HOUSTON LEVEE ROAD, SUITE 200
CORDOVA, TN 38018
Telephone: **(901) 756-1000**
jimethridge@ethridgeenterprises.com

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	\$74,000.00
(2)	Sewer Lift Station Maintenance Fee	N/A_____
(3)	Sewer Connection Fee	N/A_____
(4)	Road Improvement Fee (pmt in lieu)	\$0 (Due in Ph.5)_____
(5)	10 Foot Pedestrian/Bike Path (pmt in lieu)	N/A_____
(6)	Street Light Fee	N/A_____
(7)	Drainage Control Fee (w/ Basin)	\$12,000.00_____
(8)	Drainage Control Fee (w/o Basin)	N/A_____
(9)	Engineering Review Fee	\$7,200.00_____
(10)	Construction Inspection Fee	\$7,700.00_____
(11)	Administrative Review Fee	\$2,500.00_____
(12)	Geographical Information Systems Fee	\$1,350.00_____
(13)	Natural Resources Inventory & Analysis Fee	N/A_____
(14)	Parkland Improvement Fee	\$2,400.00_____
(15)	Tree Removal Fee	N/A_____
(16)	Warning Siren Fee	\$1,200.00_____
(17)	Parkland Dedication Fee	\$25,683.84_____
	Total	\$134,433.84

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of ____, 20__.

DEVELOPER:

ETHRIDGE ENTERPRISES

By:_____

Date:_____

ATTEST:_____

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 _____.

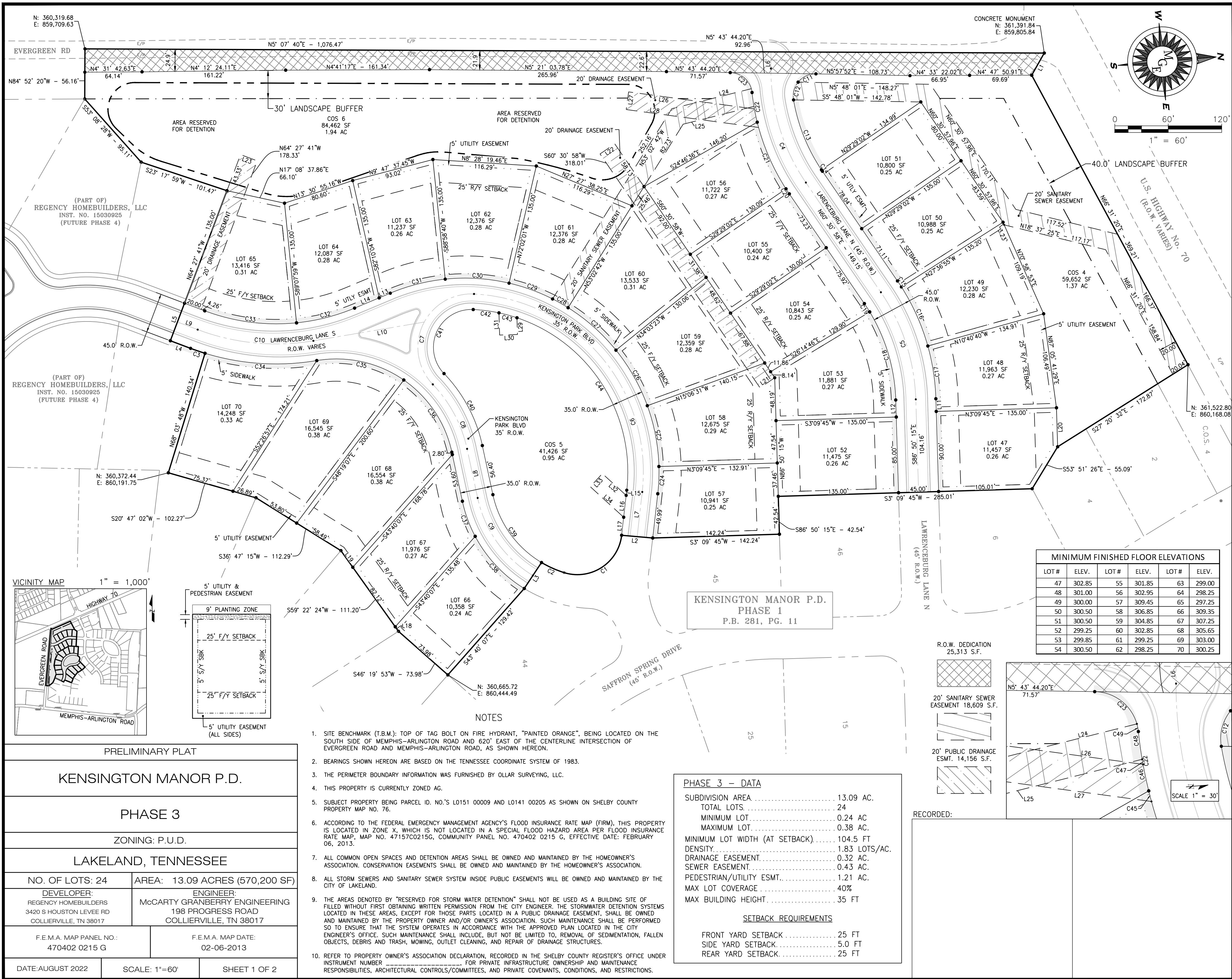
Witness my hand and seal at office, this is the _____ day of _____, 20____.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet										
Kensington Manor, Phase 3										
	Per Lot Fee		24	Lots	13.09	Acres	Ph 3 Only			
					64.84	Acres	Total Development			
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$74,400.00							
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A							
Sewer Connection Fee (per connection)			N/A							
Drainage Control Fee w/basin (per lot)	\$500.00		\$12,000.00							
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A							
Roadway Improvements along Evergreen Road Phase 3										
Design Construction of Roadway Improvement, Chambers Chapel (pmt in lieu) (Phase 1)				Construction cost only for 1/2 section of ROW dedicated in Ph1. BOC approved (1/14/16) postponing payment until Phase 3. BOC approve						
10 Foot Wide Pedestrian Path along Memphis-Arlington Phase 5			N/A							
Engineering Review Fee (per lot)	\$300.00		\$7,200.00							
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$7,700.00							
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$2,500.00							
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$0.00	Based on total acreage since developer is clearing and grading all lots in Ph.1						
Street Light Fee	100% of Cost		N/A							
Road Cut Fees	\$0.50		N/A							
Warning Siren (per lot)	\$50.00		\$1,200.00							
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$0.00	Based on total acreage since developer is clearing and grading all lots in Ph.1						
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,350.00							
Parkland Improvement Fee (per lot)	\$100.00		\$2,400.00							
		Total =	\$108,750.00							
	Acres/Lot =	0.54541667								
Park Land Formula (D=LxAxPxM)										
L=Number of Lots (D.U.)	L =	24								
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 =	1.4								
D=Dedication in acres	D =	0.98784	Acres							
Land Appraisal Value (per acre)		\$26,000.00	Payment in lieu of							
Total Dollar Value Required in Lieu of Dedication		=	\$25,683.84							
Total Amount Due			\$134,433.84							
Payment in Lieu	Chambers Chapel-2 lanes constructed by Developer-Remaining improvements paid in lieu in Phase 2									
Total Due Sewer			\$74,400.00							
Total Due General Fund			\$60,033.84							



Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving Change Order #3 for the Oliver Creek Bank Stabilization project.

Staff Contact: Paul Posey, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-76-2025.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 annual budget for the Storm Water Fund.

DISCUSSION

The Oliver Creek Bank Stabilization project requires additional riprap (rock) to be installed at the base of the wall to prevent the wall from being undermined, causing instability. After several large rain events, the Engineer recommended the installation of additional riprap to protect the base of the wall. Change Order #3 adds \$55,000 to the contract for the additional riprap.

RESOLUTION R-76-2025

APPROVING CHANGE ORDER #3 FOR THE OLIVER CREEK BANK STABILIZATION
PROJECT

WHEREAS, Delgado General Corp. is under contract for the Oliver Creek Bank Stabilization Project; and,

WHEREAS, Change Order #3 includes additional riprap needed; and,

WHEREAS, Change Order #3 will increase the contract by Fifty-Five Thousand Dollars (\$55,000) for a total contract price of Two Hundred Ninety-Three Thousand Four Hundred and Thirty-One Dollars (\$293,431); and,

WHEREAS, funding for Change Order #3 is appropriated in the Fiscal Year 2025 Storm Water Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized and directed to execute Change Order #3 with Delgado General Corp. for the Oliver Creek Bank Stabilization Project contract in the amount of Fifty-Five Thousand Dollars (\$55,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Date of Issuance: July 17, 2025
Owner: City of Lakeland
Contractor: Delgado General Corp.
Engineer: City of Lakeland
Project: Oliver Creek Bank Stabilization
Project

Effective Date: July 17, 2025
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

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

Description: Increase contract price to include additional riprap needed for the toe protection of wall.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>197,931.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>20,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>238,431.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>55,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>293,431.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - tentatively approving a construction contract with Chancellor Brothers, LLC for the New Canada Road from North of I-40 to US-70 project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-78-2025.

BUDGET IMPACT

This project is funded through a Surface Transportation Block Grant (STBG) whereas 80% is federal dollars and 20% is a local match. The City is utilizing a USDA Rural Development Loan for the 20% local match. The grant/loan revenue and expenditures are allocated in the Fiscal Year 2026 annual budget for the General Fund.

DISCUSSION

The New Canada Road project is a new four-lane divided roadway which extends north of Beverle Rivera Drive to Highway 70. Due to rising construction costs, the project has been divided into two phases. New Canada Road Phase 1 includes the construction of the four-lane roadway from Beverle Rivera to William Little Drive and the construction of a two-lane section from William Little Drive to Highway 70. Phase 2 is the completion of the remaining two-lanes from William Little Drive to Highway 70, median, trails and traffic signal at Highway 70.

The City received three sealed bids for New Canada Road Phase 1 construction on July 8, 2025. The following bids were opened:

BIDDER	TOTAL BID AMOUNT
Chancellor Brothers, LLC	\$24,177,910.65
Madden Phillips Construction, Inc.	\$25,584,174.90
Acuff Enterprises, Inc.	\$24,304,583.75

Staff recommends awarding the contract to the lowest responsible bidder Chancellor Brothers, LLC. The contract award is contingent on Tennessee Department of Transportation (TDOT) approval.

RESOLUTION R-78-2025

TENATIVELY APPROVING A CONSTRUCTION CONTRACT WITH CHANCELLOR BROTHERS, LLC. FOR THE NEW CANADA ROAD FROM NORTH OF I-40 TO US-70 PROJECT

WHEREAS, on July 8, 2025, at 2:00 p.m. C.S.T., the City of Lakeland, Tennessee received competitive bids for the New Canada Road from North of I-40 to US-70 Project; and,

WHEREAS, the City received three (3) sealed bids; and,

Bidder	Total Bid Amount
Chancellor Brothers, LLC	\$24,177,910.65
Madden Phillips Construction, Inc.	\$25,584,174.90
Acuff Enterprises, Inc.	\$24,304,583.75

WHEREAS, the project is funded through a Surface Transportation Block Grant (STBG) whereas 80% is federal with a 20% local match; and,

WHEREAS, funding for the project is appropriated in the Fiscal Year 2026 annual budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute an agreement with Chancellor Brothers, LLC in the amount of Twenty-Four Million One Hundred Seventy-Seven Thousand Nine Hundred Ten Dollars and Sixty-Five Cents (\$24,177,910.65) for the New Canada Road from North of I-40 to US-70 project contingent on the following:

1. Approval from the Tennessee Department of Transportation

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CITY OF LAKE LAND, TENNESSEE

CONTRACT NO. [Title]

This agreement is made and executed in three (3) originals, between the CITY OF LAKE LAND, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF LAKE LAND did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.
3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the CITY OF LAKELAND.

4. The CITY OF LAKELAND agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF LAKELAND and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF LAKELAND under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) 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 CITY OF LAKELAND, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the CITY OF LAKELAND as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF LAKELAND and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trademark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF LAKELAND may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF LAKELAND to protect the CITY OF LAKELAND from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

CITY OF LAKELAND, TENNESSEE

This Contract is accepted _____ day of _____ ,
this _____

and is effective on the _____ day of _____ ,

[CITY/COUNTY Official]

Approved:

CITY OF LAKELAND Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**



July 10, 2025

Mrs. Emily Harrell, P.E.
City Engineer
City of Lakeland
10001 Hwy 70
Lakeland, TN 38002

**RE: LAKELAND – NEW CANADA ROAD FROM NORTH OF I-40 TO US-70
BID REVIEW FOR PIN 107036.00**

Dear Emily:

We have reviewed the proposals submitted by Acuff Enterprises, Chancellor Brothers, LLC and Madden Phillips Construction, Inc. on Tuesday, July 8, 2025, for the New Canada Road project (PIN 107036.00) and recommend Chancellor Brothers, LLC as the lowest responsive bidder.

If you have any questions or require additional information, please let me know.

Sincerely,

FISHER ARNOLD

John Pankey
John Pankey, P.E.
Vice President

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Toll Free: 1.888.583.9724

www.fisherarnold.com

PIN 107036.00 - NEW CANADA ROAD BIDTABULATION											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CHANCELLOR BROTHERS, LLC		MADDEN PHILLIPS CONSTRUCTION, INC		ACUFF ENTERPRISES, INC		ENGINEER'S ESTIMATE	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 230,865.00	\$ 230,865.00	\$ 168,000.00	\$ 168,000.00	\$ 275,000.00	\$ 275,000.00	\$ 50,000.00	\$ 50,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 750,893.00	\$ 750,893.00	\$ 1,073,700.00	\$ 1,073,700.00	\$ 1,615,000.00	\$ 1,615,000.00	\$ 75,000.00	\$ 75,000.00
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 98,639.00	\$ 98,639.00	\$ 325,000.00	\$ 325,000.00	\$ 500,000.00	\$ 500,000.00	\$ 50,000.00	\$ 50,000.00
202-06.01	REMOVAL OF BUILDINGS (TRACT NO.49)	LS	1	\$ 7,058.00	\$ 7,058.00	\$ 185,500.00	\$ 185,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00
202-06.02	REMOVAL OF BUILDINGS (TRACT NO.49)	LS	1	\$ 13,439.00	\$ 13,439.00	\$ 148,500.00	\$ 148,500.00	\$ 20,000.00	\$ 20,000.00	\$ 6,500.00	\$ 6,500.00
202-02.21	REMOVAL OF PIPE (15")	L.F.	84	\$ 33.00	\$ 2,772.00	\$ 33.00	\$ 2,772.00	\$ 20.00	\$ 1,680.00	\$ 40.00	\$ 3,360.00
202-02.22	REMOVAL OF PIPE (18")	L.F.	628	\$ 26.00	\$ 16,328.00	\$ 33.00	\$ 20,724.00	\$ 25.00	\$ 15,700.00	\$ 40.00	\$ 25,120.00
202-02.23	REMOVAL OF PIPE (24")	L.F.	41	\$ 34.00	\$ 1,394.00	\$ 37.00	\$ 1,517.00	\$ 30.00	\$ 1,230.00	\$ 40.00	\$ 1,640.00
202-02.24	REMOVAL OF PIPE (36")	L.F.	252	\$ 26.00	\$ 6,552.00	\$ 55.00	\$ 13,860.00	\$ 35.00	\$ 8,820.00	\$ 40.00	\$ 10,080.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1,304	\$ 14.50	\$ 18,908.00	\$ 10.70	\$ 13,952.80	\$ 15.00	\$ 19,560.00	\$ 40.00	\$ 52,160.00
203-03.10	SELECT GRANULAR MATERIAL	TON	45,000	\$ 30.15	\$ 1,356,750.00	\$ 31.00	\$ 1,395,000.00	\$ 29.00	\$ 1,305,000.00	\$ 46.00	\$ 2,070,000.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	34,062	\$ 8.65	\$ 294,636.30	\$ 4.28	\$ 145,785.36	\$ 1.00	\$ 34,062.00	\$ 5.00	\$ 170,310.00
203-05	UNDERCUTTING	C.Y.	31,878	\$ 21.00	\$ 669,438.00	\$ 19.05	\$ 607,275.90	\$ 16.00	\$ 510,048.00	\$ 15.00	\$ 478,170.00
203-10	EMBANKMENT (COMPACTED IN PLACE)	C.Y.	170,860	\$ 13.40	\$ 2,289,524.00	\$ 17.12	\$ 2,925,123.20	\$ 14.00	\$ 2,392,040.00	\$ 21.00	\$ 3,588,060.00
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	100	\$ 484.00	\$ 48,400.00	\$ 401.25	\$ 40,125.00	\$ 405.00	\$ 40,500.00	\$ 450.00	\$ 45,000.00
209-05	SEDIMENT REMOVAL	C.Y.	2,043	\$ 15.00	\$ 30,645.00	\$ 21.40	\$ 43,720.20	\$ 15.00	\$ 30,645.00	\$ 15.00	\$ 30,645.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	10,342	\$ 6.00	\$ 62,052.00	\$ 5.35	\$ 55,329.70	\$ 6.55	\$ 67,740.10	\$ 5.00	\$ 51,710.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	11,135	\$ 2.30	\$ 25,610.50	\$ 2.04	\$ 22,715.40	\$ 3.25	\$ 36,188.75	\$ 2.00	\$ 22,270.00
209-08.07	ROCK CHECK DAM	EACH	40	\$ 1,442.00	\$ 57,680.00	\$ 1,250.00	\$ 50,000.00	\$ 1,020.00	\$ 40,800.00	\$ 518.00	\$ 20,720.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	28	\$ 2,119.00	\$ 59,332.00	\$ 2,000.00	\$ 56,000.00	\$ 1,350.00	\$ 37,800.00	\$ 939.00	\$ 26,292.00
209-08.09	FILTER SOCK CHECK DAM	EACH	8	\$ 1,027.00	\$ 8,216.00	\$ 909.50	\$ 7,276.00	\$ 1,100.00	\$ 8,800.00	\$ 625.00	\$ 5,000.00
209-09.01	SANDBAGS	BAG	1,588	\$ 6.00	\$ 9,528.00	\$ 5.35	\$ 8,495.80	\$ 10.00	\$ 15,880.00	\$ 6.00	\$ 9,528.00
209-09.04	SEDIMENT FILTER BAG(15' X 10')	EACH	1	\$ 604.00	\$ 604.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	37	\$ 544.00	\$ 20,128.00	\$ 481.50	\$ 17,815.50	\$ 675.00	\$ 24,975.00	\$ 455.00	\$ 16,835.00
209-10.20	TEMPORARY SEDIMENT TRAP	C.Y.	214	\$ 18.00	\$ 3,852.00	\$ 45.00	\$ 9,630.00	\$ 20.00	\$ 4,280.00	\$ 54.00	\$ 11,556.00
209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1	\$ 906.00	\$ 906.00	\$ 802.50	\$ 802.50	\$ 1,000.00	\$ 1,000.00	\$ 1,450.00	\$ 1,450.00
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	4	\$ 906.00	\$ 3,624.00	\$ 802.50	\$ 3,210.00	\$ 1,000.00	\$ 4,000.00	\$ 1,087.00	\$ 4,348.00
209-40.41	CATCH BASIN FILTER ASSEMBLY(TYPE 1)	EACH	1	\$ 1,208.00	\$ 1,208.00	\$ 1,070.00	\$ 1,070.00	\$ 1,250.00	\$ 1,250.00	\$ 557.00	\$ 557.00
209-40.44	CATCH BASIN FILTER ASSEMBLY(TYPE 4)	EACH	6	\$ 1,087.00	\$ 6,522.00	\$ 963.00	\$ 5,778.00	\$ 1,150.00	\$ 6,900.00	\$ 1,070.00	\$ 6,420.00
209-40.45	CATCH BASIN FILTER ASSEMBLY(TYPE 5)	EACH	1	\$ 1,208.00	\$ 1,208.00	\$ 1,070.00	\$ 1,070.00	\$ 1,250.00	\$ 1,250.00	\$ 3,636.00	\$ 3,636.00
209-40.46	CATCH BASIN FILTER ASSEMBLY(TYPE 6)	EACH	60	\$ 1,087.00	\$ 65,220.00	\$ 963.00	\$ 57,780.00	\$ 1,150.00	\$ 69,000.00	\$ 562.00	\$ 33,720.00
209-40.47	CATCH BASIN FILTER ASSEMBLY(TYPE 7)	EACH	13	\$ 1,087.00	\$ 14,131.00	\$ 963.00	\$ 12,519.00	\$ 1,150.00	\$ 14,950.00	\$ 779.00	\$ 10,127.00
209-40.48	CATCH BASIN FILTER ASSEMBLY(TYPE 8)	EACH	1	\$ 1,208.00	\$ 1,208.00	\$ 1,070.00	\$ 1,070.00	\$ 1,250.00	\$ 1,250.00	\$ 1,338.00	\$ 1,338.00
209-65.03	TEMPORARY DIVERSION CHANNEL	L.F.	397	\$ 29.50	\$ 11,711.50	\$ 89.33	\$ 35,464.01	\$ 35.00	\$ 13,895.00	\$ 65.00	\$ 25,805.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	49,491	\$ 38.80	\$ 1,920,250.80	\$ 36.78	\$ 1,820,278.98	\$ 36.35	\$ 1,798,997.85	\$ 28.00	\$ 1,385,748.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	172	\$ 62.50	\$ 10,750.00	\$ 62.00	\$ 10,664.00	\$ 60.00	\$ 10,320.00	\$ 60.00	\$ 10,320.00
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	1,103	\$ 151.20	\$ 166,773.60	\$ 144.20	\$ 159,052.60	\$ 147.00	\$ 162,141.00	\$ 172.00	\$ 189,716.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	4,869	\$ 134.00	\$ 652,446.00	\$ 127.72	\$ 621,868.68	\$ 130.00	\$ 632,970.00	\$ 112.00	\$ 545,328.00
307-01.21	ASP. CONC. MIX(PG70-22) (BPMB-HM) GR. A-S	TON	7,208	\$ 147.00	\$ 1,059,576.00	\$ 140.08	\$ 1,009,696.64	\$ 143.00	\$ 1,030,744.00	\$ 115.00	\$ 828,920.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	9,210	\$ 143.00	\$ 1,317,030.00	\$ 135.96	\$ 1,252,191.60	\$ 138.50	\$ 1,275,585.00	\$ 118.00	\$ 1,086,780.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	6,033	\$ 144.00	\$ 868,752.00	\$ 136.99	\$ 826,460.67	\$ 140.00	\$ 844,620.00	\$ 118.00	\$ 711,894.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	123	\$ 1,431.00	\$ 176,013.00	\$ 1,390.50	\$ 171,031.50	\$ 1,420.00	\$ 174,660.00	\$ 659.00	\$ 81,057.00

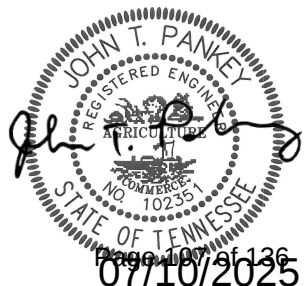
PIN 107036.00 - NEW CANADA ROAD BIDTABULATION											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CHANCELLOR BROTHERS, LLC		MADDEN PHILLIPS CONSTRUCTION, INC		ACUFF ENTERPRISES, INC		ENGINEER'S ESTIMATE	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	485	\$ 92.00	\$ 44,620.00	\$ 87.55	\$ 42,461.75	\$ 85.00	\$ 41,225.00	\$ 51.00	\$ 24,735.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	385	\$ 810.00	\$ 311,850.00	\$ 772.50	\$ 297,412.50	\$ 790.00	\$ 304,150.00	\$ 738.00	\$ 284,130.00
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	1,541	\$ 160.00	\$ 246,560.00	\$ 152.44	\$ 234,910.04	\$ 155.00	\$ 238,855.00	\$ 114.00	\$ 175,674.00
411-01.10	ACS MIX(PG64-22) GRADING D	TON	979	\$ 194.00	\$ 189,926.00	\$ 185.40	\$ 181,506.60	\$ 189.00	\$ 185,031.00	\$ 163.00	\$ 159,577.00
411-02.10	ACS MIX(PG70-22) GRADING D	TON	3,038	\$ 178.00	\$ 540,764.00	\$ 169.95	\$ 516,308.10	\$ 173.00	\$ 525,574.00	\$ 146.00	\$ 443,548.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	2,913	\$ 9.05	\$ 26,362.65	\$ 7.73	\$ 22,517.49	\$ 8.00	\$ 23,304.00	\$ 7.57	\$ 22,051.41
604-03.07	CLASS A CONCRETE (ISLANDS AND MEDIANS)	C.Y.	26	\$ 1,200.00	\$ 31,200.00	\$ 678.55	\$ 17,642.30	\$ 635.00	\$ 16,510.00	\$ 1,098.00	\$ 28,548.00
604-07.02	RETAINING WALL (RETAINING WALL 2)	S.F.	5,364	\$ 229.50	\$ 1,231,038.00	\$ 215.00	\$ 1,153,260.00	\$ 150.00	\$ 804,600.00	\$ 106.00	\$ 568,584.00
604-07.03	RETAINING WALL (RETAINING WALL 3)	S.F.	4,823	\$ 228.20	\$ 1,100,608.60	\$ 215.00	\$ 1,036,945.00	\$ 150.00	\$ 723,450.00	\$ 151.00	\$ 728,273.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	5,389	\$ 67.00	\$ 361,063.00	\$ 73.86	\$ 398,031.54	\$ 55.50	\$ 299,089.50	\$ 71.00	\$ 382,619.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1,449	\$ 81.00	\$ 117,369.00	\$ 91.37	\$ 132,395.13	\$ 75.00	\$ 108,675.00	\$ 98.00	\$ 142,002.00
607-05.05	24" CONCRETE PIPE CULVERT (CLASS IV) JACKED-IN-PLACE	L.F.	86	\$ 1,663.00	\$ 143,018.00	\$ 1,788.70	\$ 153,828.20	\$ 1,385.00	\$ 119,110.00	\$ 2,200.00	\$ 189,200.00
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	764	\$ 110.00	\$ 84,040.00	\$ 114.50	\$ 87,478.00	\$ 98.50	\$ 75,254.00	\$ 150.00	\$ 114,600.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	446	\$ 139.00	\$ 61,994.00	\$ 135.97	\$ 60,642.62	\$ 123.00	\$ 54,858.00	\$ 163.00	\$ 72,698.00
607-39.02	18" PIPE CULVERT (SIDE DRAIN)	L.F.	204	\$ 67.00	\$ 13,668.00	\$ 73.86	\$ 15,067.44	\$ 57.50	\$ 11,730.00	\$ 60.00	\$ 12,240.00
607-57.01	REINFORCED CONCRETE PIPE ARCH (22" X 13")	L.F.	122	\$ 100.00	\$ 12,200.00	\$ 132.08	\$ 16,113.76	\$ 80.00	\$ 9,760.00	\$ 60.00	\$ 7,320.00
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	1	\$ 6,825.00	\$ 6,825.00	\$ 6,911.29	\$ 6,911.29	\$ 5,220.00	\$ 5,220.00	\$ 12,334.00	\$ 12,334.00
611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	4	\$ 7,368.00	\$ 29,472.00	\$ 11,167.20	\$ 44,668.80	\$ 10,485.00	\$ 41,940.00	\$ 13,230.00	\$ 52,920.00
611-01.04	MANHOLES, > 12' - 16' DEPTH	EACH	3	\$ 11,643.00	\$ 34,929.00	\$ 14,102.94	\$ 42,308.82	\$ 9,650.00	\$ 28,950.00	\$ 17,000.00	\$ 51,000.00
611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	5	\$ 1,832.00	\$ 9,160.00	\$ 1,800.00	\$ 9,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,083.00	\$ 5,415.00
611-02.11	JUNCTION BOX, TYPE 2	EACH	1	\$ 10,685.00	\$ 10,685.00	\$ 6,720.50	\$ 6,720.50	\$ 5,525.00	\$ 5,525.00	\$ 9,200.00	\$ 9,200.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	3	\$ 2,331.00	\$ 6,993.00	\$ 2,971.20	\$ 8,913.60	\$ 1,025.00	\$ 3,075.00	\$ 3,400.00	\$ 10,200.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	140	\$ 10.00	\$ 1,400.00	\$ 3.42	\$ 478.80	\$ 0.80	\$ 112.00	\$ 4.00	\$ 560.00
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	12	\$ 3,690.00	\$ 44,280.00	\$ 4,717.27	\$ 56,607.24	\$ 4,835.00	\$ 58,020.00	\$ 5,330.00	\$ 63,960.00
611-07.32	24IN ENDWALL (SIDE DRAIN)	EACH	10	\$ 5,016.00	\$ 50,160.00	\$ 6,261.26	\$ 62,612.60	\$ 6,430.00	\$ 64,300.00	\$ 5,512.00	\$ 55,120.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	6	\$ 2,552.00	\$ 15,312.00	\$ 3,492.95	\$ 20,957.70	\$ 2,360.00	\$ 14,160.00	\$ 2,887.00	\$ 17,322.00
611-07.55	18IN ENDWALL (CROSS DRAIN) 4:1	EACH	14	\$ 2,908.00	\$ 40,712.00	\$ 3,912.00	\$ 54,768.00	\$ 2,675.00	\$ 37,450.00	\$ 3,035.00	\$ 42,490.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	3	\$ 3,346.00	\$ 10,038.00	\$ 4,312.41	\$ 12,937.23	\$ 3,010.00	\$ 9,030.00	\$ 3,695.00	\$ 11,085.00
611-07.58	24IN ENDWALL (CROSS DRAIN) 4:1	EACH	5	\$ 3,879.00	\$ 19,395.00	\$ 4,968.44	\$ 24,842.20	\$ 3,500.00	\$ 17,500.00	\$ 3,868.00	\$ 19,340.00
611-07.60	30IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	\$ 6,805.00	\$ 6,805.00	\$ 6,322.00	\$ 6,322.00	\$ 8,420.00	\$ 8,420.00	\$ 5,372.00	\$ 5,372.00
611-07.61	30IN ENDWALL (CROSS DRAIN) 4:1	EACH	1	\$ 8,530.00	\$ 8,530.00	\$ 7,351.40	\$ 7,351.40	\$ 8,750.00	\$ 8,750.00	\$ 7,100.00	\$ 7,100.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	5	\$ 8,924.00	\$ 44,620.00	\$ 6,825.65	\$ 34,128.25	\$ 11,150.00	\$ 55,750.00	\$ 10,500.00	\$ 52,500.00
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	52	\$ 4,984.00	\$ 259,168.00	\$ 6,114.79	\$ 317,969.08	\$ 4,860.00	\$ 252,720.00	\$ 6,318.00	\$ 328,536.00
611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	6	\$ 6,927.00	\$ 41,562.00	\$ 7,440.54	\$ 44,643.24	\$ 6,770.00	\$ 40,620.00	\$ 15,109.00	\$ 90,654.00
611-12.04	CATCH BASINS, TYPE 12, > 12' - 16' DEPTH	EACH	4	\$ 11,692.00	\$ 46,768.00	\$ 11,352.17	\$ 45,408.68	\$ 8,850.00	\$ 35,400.00	\$ 15,120.00	\$ 60,480.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	15	\$ 7,774.00	\$ 116,610.00	\$ 10,223.80	\$ 153,357.00	\$ 8,060.00	\$ 120,900.00	\$ 9,755.00	\$ 146,325.00
611-14.03	CATCH BASINS, TYPE 14, > 8' - 12' DEPTH	EACH	1	\$ 21,062.00	\$ 21,062.00	\$ 25,253.10	\$ 25,253.10	\$ 24,500.00	\$ 24,500.00	\$ 13,865.00	\$ 13,865.00
611-38.03	CATCH BASINS, TYPE 38, > 8' - 12' DEPTH	EACH	1	\$ 15,716.00	\$ 15,716.00	\$ 9,753.12	\$ 9,753.12	\$ 9,755.00	\$ 9,755.00	\$ 9,500.00	\$ 9,500.00
611-38.05	CATCH BASINS, TYPE 38, > 16' - 20' DEPTH	EACH	1	\$ 23,942.00	\$ 23,942.00	\$ 16,387.37	\$ 16,387.37	\$ 19,185.00	\$ 19,185.00	\$ 17,250.00	\$ 17,250.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	\$ 4,159.00	\$ 4,159.00	\$ 3,786.25	\$ 3,786.25	\$ 3,650.00	\$ 3,650.00	\$ 7,128.00	\$ 7,128.00
611-42.02	CATCH BASINS, TYPE 42, >4' - 8' DEPTH	EACH	2	\$ 7,577.00	\$ 15,154.00	\$ 3,786.25	\$ 7,572.50	\$ 7,925.00	\$ 15,850.00	\$ 9,500.00	\$ 19,000.00
611-43.02	CATCH BASINS, TYPE 43, > 4' - 8' DEPTH	EACH	1	\$ 13,254.00	\$ 13,254.00	\$ 8,602.27	\$ 8,602.27	\$ 10,650.00	\$ 10,650.00	\$ 16,440.00	\$ 16,440.00
621-05.01	TEMPORARY SHORING	S.F.	2,347	\$ 145.00	\$ 340,315.00	\$ 137.20	\$ 322,008.40	\$ 132.00	\$ 309,804.00	\$ 40.00	\$ 93,880.00

PIN 107036.00 - NEW CANADA ROAD BIDTABULATION											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CHANCELLOR BROTHERS, LLC		MADDEN PHILLIPS CONSTRUCTION, INC		ACUFF ENTERPRISES, INC		ENGINEER'S ESTIMATE	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	3,035	\$ 9.00	\$ 27,315.00	\$ 8.60	\$ 26,101.00	\$ 9.50	\$ 28,832.50	\$ 19.20	\$ 58,272.00
701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY	S.F.	156	\$ 33.00	\$ 5,148.00	\$ 29.70	\$ 4,633.20	\$ 100.00	\$ 15,600.00	\$ 25.00	\$ 3,900.00
701-02.03	CONCRETE CURB RAMP	S.F.	5,352	\$ 38.00	\$ 203,376.00	\$ 34.02	\$ 182,075.04	\$ 12.50	\$ 66,900.00	\$ 40.00	\$ 214,080.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	1,279	\$ 354.00	\$ 452,766.00	\$ 316.44	\$ 404,726.76	\$ 325.00	\$ 415,675.00	\$ 620.00	\$ 792,980.00
703-01	PORTLAND CEMENT CONCRETE DITCH PAVING	C.Y.	141	\$ 700.00	\$ 98,700.00	\$ 724.48	\$ 102,151.68	\$ 805.00	\$ 113,505.00	\$ 1,260.00	\$ 177,660.00
707-02.11	CHAIN-LINK FENCE (6 FOOT) (VINYL COATED)	L.F.	3,137	\$ 31.00	\$ 97,247.00	\$ 36.92	\$ 115,818.04	\$ 36.50	\$ 114,500.50	\$ 36.00	\$ 112,932.00
707-02.13	GATE - CHAIN-LINK FENCE-6',VINYL COATED (12' WIDE)	EACH	3	\$ 2,018.00	\$ 6,054.00	\$ 1,605.00	\$ 4,815.00	\$ 1,575.00	\$ 4,725.00	\$ 350.00	\$ 1,050.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	2,401	\$ 3.00	\$ 7,203.00	\$ 2.68	\$ 6,434.68	\$ 3.60	\$ 8,643.60	\$ 2.50	\$ 6,002.50
707-16.01	BIKE/PEDESTRIAN BOX TUBE SAFETY RAIL	L.F.	436	\$ 302.00	\$ 131,672.00	\$ 286.20	\$ 124,783.20	\$ 305.00	\$ 132,980.00	\$ 275.00	\$ 119,900.00
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	2,002	\$ 73.00	\$ 146,146.00	\$ 74.00	\$ 148,148.00	\$ 68.75	\$ 137,637.50	\$ 60.00	\$ 120,120.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	1,128	\$ 73.00	\$ 82,344.00	\$ 74.00	\$ 83,472.00	\$ 70.00	\$ 78,960.00	\$ 57.00	\$ 64,296.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	1,126	\$ 73.00	\$ 82,198.00	\$ 74.00	\$ 83,324.00	\$ 68.00	\$ 76,568.00	\$ 59.00	\$ 66,434.00
709-05.09	MACHINED RIP-RAP (CLASS C)	TON	339	\$ 73.00	\$ 24,747.00	\$ 74.00	\$ 25,086.00	\$ 68.00	\$ 23,052.00	\$ 59.00	\$ 20,001.00
710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	15,500	\$ 15.00	\$ 232,500.00	\$ 13.85	\$ 214,675.00	\$ 13.50	\$ 209,250.00	\$ 15.00	\$ 232,500.00
710-05	LATERAL UNDERDRAIN	L.F.	500	\$ 14.50	\$ 7,250.00	\$ 12.84	\$ 6,420.00	\$ 13.00	\$ 6,500.00	\$ 14.00	\$ 7,000.00
710-06.12	LATERAL UNDERDRAIN ENDWALL (3:1)	EACH	2	\$ 1,450.00	\$ 2,900.00	\$ 1,284.00	\$ 2,568.00	\$ 1,300.00	\$ 2,600.00	\$ 1,140.00	\$ 2,280.00
710-06.13	LATERAL UNDERDRAIN ENDWALL (4:1)	EACH	19	\$ 1,450.00	\$ 27,550.00	\$ 1,284.00	\$ 24,396.00	\$ 1,300.00	\$ 24,700.00	\$ 953.00	\$ 18,107.00
712-01	TRAFFIC CONTROL	L.S.	1	\$ 199,295.00	\$ 199,295.00	\$ 140,260.00	\$ 140,260.00	\$ 173,500.00	\$ 173,500.00	\$ 150,000.00	\$ 150,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	417	\$ 45.00	\$ 18,765.00	\$ 41.04	\$ 17,113.68	\$ 38.00	\$ 15,846.00	\$ 33.00	\$ 13,761.00
712-06	SIGNS (CONSTRUCTION)	S.F.	1,235	\$ 8.50	\$ 10,497.50	\$ 7.56	\$ 9,336.60	\$ 7.55	\$ 9,324.25	\$ 8.00	\$ 9,880.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	948	\$ 15.70	\$ 14,883.60	\$ 14.04	\$ 13,309.92	\$ 19.00	\$ 18,012.00	\$ 23.00	\$ 21,804.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	6,250	\$ 5.25	\$ 32,812.50	\$ 4.70	\$ 29,375.00	\$ 5.50	\$ 34,375.00	\$ 5.55	\$ 34,687.50
713-11.21	P POST SLIP BASE	EACH	47	\$ 483.00	\$ 22,701.00	\$ 435.00	\$ 20,445.00	\$ 85.00	\$ 3,995.00	\$ 502.00	\$ 23,594.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	545	\$ 21.00	\$ 11,445.00	\$ 18.90	\$ 10,300.50	\$ 16.25	\$ 8,856.25	\$ 15.50	\$ 8,447.50
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	200	\$ 21.00	\$ 4,200.00	\$ 20.00	\$ 4,000.00	\$ 17.25	\$ 3,450.00	\$ 16.75	\$ 3,350.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 2,658.00	\$ 2,658.00	\$ 5,000.00	\$ 5,000.00	\$ 375.00	\$ 375.00	\$ 9,333.00	\$ 9,333.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	3	\$ 12,085.00	\$ 36,255.00	\$ 10,800.00	\$ 32,400.00	\$ 7,500.00	\$ 22,500.00	\$ 8,000.00	\$ 24,000.00
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	L.F.	9,500	\$ 19.80	\$ 188,100.00	\$ 19.43	\$ 184,585.00	\$ 19.25	\$ 182,875.00	\$ 11.00	\$ 104,500.00
714-03.03	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	L.F.	1,200	\$ 22.00	\$ 26,400.00	\$ 21.58	\$ 25,896.00	\$ 21.50	\$ 25,800.00	\$ 14.00	\$ 16,800.00
714-05.05	PULL BOXES (14" X 24" X 12")	EACH	3	\$ 2,023.00	\$ 6,069.00	\$ 1,985.40	\$ 5,956.20	\$ 1,975.00	\$ 5,925.00	\$ 1,204.00	\$ 3,612.00
714-06.07	CABLE (1/C #2 AWG)	L.F.	36,391	\$ 5.55	\$ 201,970.05	\$ 5.46	\$ 198,694.86	\$ 5.40	\$ 196,511.40	\$ 5.50	\$ 200,150.50
714-06.08	CABLE (#6 COPPER SOFT DRAWN BARE - GROUND)	L.F.	12,130	\$ 2.60	\$ 31,538.00	\$ 2.51	\$ 30,446.30	\$ 2.50	\$ 30,325.00	\$ 2.55	\$ 30,931.50
714-08.09	LIGHT STANDARD (30' WITH MAST ARM)	EACH	23	\$ 19,761.00	\$ 454,503.00	\$ 19,396.09	\$ 446,110.07	\$ 19,215.00	\$ 441,945.00	\$ 12,000.00	\$ 276,000.00
714-08.10	LIGHT STANDARDS (BOLLARD)	EACH	94	\$ 5,339.00	\$ 501,866.00	\$ 5,240.89	\$ 492,643.66	\$ 5,195.00	\$ 488,330.00	\$ 1,300.00	\$ 122,200.00
714-08.20	FOUNDATION (ONLY) FOR LIGHT STANDARD	EACH	23	\$ 3,165.00	\$ 72,795.00	\$ 3,107.53	\$ 71,473.19	\$ 3,075.00	\$ 70,725.00	\$ 3,695.00	\$ 84,985.00
714-09.47	LED LUMINAIRES (30 WATT)	EACH	41	\$ 2,846.00	\$ 116,686.00	\$ 2,793.11	\$ 114,517.51	\$ 2,765.00	\$ 113,365.00	\$ 1,405.00	\$ 57,605.00
714-12.01	CONTROL CENTER (NO. 1)	LS	1	\$ 62,931.00	\$ 62,931.00	\$ 61,765.18	\$ 61,765.18	\$ 62,185.00	\$ 62,185.00	\$ 40,000.00	\$ 40,000.00
714-25.01	ELECTRICAL CONNECTION (CONTROL CENTER NO. 1)	LS	1	\$ 11,340.00	\$ 11,340.00	\$ 11,130.00	\$ 11,130.00	\$ 11,025.00	\$ 11,025.00	\$ 13,000.00	\$ 13,000.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	1,668	\$ 23.00	\$ 38,364.00	\$ 20.52	\$ 34,227.36	\$ 20.00	\$ 33,360.00	\$ 26.80	\$ 44,702.40
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	26	\$ 103.00	\$ 2,678.00	\$ 91.80	\$ 2,386.80	\$ 90.00	\$ 2,340.00	\$ 75.00	\$ 1,950.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	452	\$ 31.40	\$ 14,192.80	\$ 28.08	\$ 12,692.16	\$ 27.50	\$ 12,430.00	\$ 21.00	\$ 9,492.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	33	\$ 302.00	\$ 9,966.00	\$ 270.00	\$ 8,910.00	\$ 265.00	\$ 8,745.00	\$ 272.00	\$ 8,976.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	187	\$ 6.00	\$ 1,122.00	\$ 5.40	\$ 1,009.80	\$ 5.25	\$ 981.75	\$ 2.60	\$ 486.20

PIN 107036.00 - NEW CANADA ROAD BIDTABULATION											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CHANCELLOR BROTHERS, LLC		MADDEN PHILLIPS CONSTRUCTION, INC		ACUFF ENTERPRISES, INC		ENGINEER'S ESTIMATE	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	293	\$ 58.00	\$ 16,994.00	\$ 51.84	\$ 15,189.12	\$ 50.00	\$ 14,650.00	\$ 43.00	\$ 12,599.00
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	1	\$ 26,588.00	\$ 26,588.00	\$ 23,760.00	\$ 23,760.00	\$ 23,100.00	\$ 23,100.00	\$ 18,500.00	\$ 18,500.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	11	\$ 423.00	\$ 4,653.00	\$ 378.00	\$ 4,158.00	\$ 375.00	\$ 4,125.00	\$ 208.00	\$ 2,288.00
716-03.09	PLASTIC WORD PAVEMENT MARKING (YIELD)	EACH	8	\$ 574.00	\$ 4,592.00	\$ 513.00	\$ 4,104.00	\$ 500.00	\$ 4,000.00	\$ 405.00	\$ 3,240.00
716-03.10	PLASTIC WORD PAVEMENT MARKING (AHEAD)	EACH	8	\$ 918.00	\$ 7,344.00	\$ 820.80	\$ 6,566.40	\$ 800.00	\$ 6,400.00	\$ 477.00	\$ 3,816.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	4	\$ 495.00	\$ 1,980.00	\$ 442.80	\$ 1,771.20	\$ 430.00	\$ 1,720.00	\$ 295.00	\$ 1,180.00
716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	11	\$ 302.00	\$ 3,322.00	\$ 270.00	\$ 2,970.00	\$ 265.00	\$ 2,915.00	\$ 201.00	\$ 2,211.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	119	\$ 41.00	\$ 4,879.00	\$ 36.72	\$ 4,369.68	\$ 36.00	\$ 4,284.00	\$ 30.00	\$ 3,570.00
716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	23	\$ 78.00	\$ 1,794.00	\$ 70.20	\$ 1,614.60	\$ 68.00	\$ 1,564.00	\$ 30.00	\$ 690.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	592	\$ 26.00	\$ 15,392.00	\$ 23.76	\$ 14,065.92	\$ 23.00	\$ 13,616.00	\$ 15.00	\$ 8,880.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	13	\$ 229.00	\$ 2,977.00	\$ 205.20	\$ 2,667.60	\$ 200.00	\$ 2,600.00	\$ 194.00	\$ 2,522.00
716-05.09	PAINTED PAVEMENT MARKING(STRAIGHT-TURN ARROW)	EACH	1	\$ 362.00	\$ 362.00	\$ 324.00	\$ 324.00	\$ 315.00	\$ 315.00	\$ 160.00	\$ 160.00
716-05.11	PAINTED PAVEMENT MARKING(STRAIGHT ARROW)	EACH	7	\$ 229.00	\$ 1,603.00	\$ 205.20	\$ 1,436.40	\$ 200.00	\$ 1,400.00	\$ 64.00	\$ 448.00
716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	14.8	\$ 2,296.00	\$ 33,980.80	\$ 2,052.00	\$ 30,369.60	\$ 2,000.00	\$ 29,600.00	\$ 2,539.00	\$ 37,577.20
716-06.01	PAINTED WORD PVMT MARK (ONLY)	EACH	9	\$ 302.00	\$ 2,718.00	\$ 270.00	\$ 2,430.00	\$ 265.00	\$ 2,385.00	\$ 600.00	\$ 5,400.00
716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	106	\$ 66.00	\$ 6,996.00	\$ 59.40	\$ 6,296.40	\$ 60.00	\$ 6,360.00	\$ 12.00	\$ 1,272.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	255	\$ 21.00	\$ 5,355.00	\$ 19.44	\$ 4,957.20	\$ 20.00	\$ 5,100.00	\$ 10.00	\$ 2,550.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	5	\$ 211.00	\$ 1,055.00	\$ 189.00	\$ 945.00	\$ 185.00	\$ 925.00	\$ 220.00	\$ 1,100.00
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3	\$ 241.00	\$ 723.00	\$ 216.00	\$ 648.00	\$ 210.00	\$ 630.00	\$ 200.00	\$ 600.00
716-08.09	REMOVAL OF PAVEMENT MARKING (DOTTED LINE)	L.F.	134	\$ 6.00	\$ 804.00	\$ 5.40	\$ 723.60	\$ 5.25	\$ 703.50	\$ 1.80	\$ 241.20
716-08.11	REMOVAL OF WORD PAVEMENT MARKING (ONLY)	EACH	5	\$ 332.00	\$ 1,660.00	\$ 297.00	\$ 1,485.00	\$ 300.00	\$ 1,500.00	\$ 262.00	\$ 1,310.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	1.1	\$ 6,647.00	\$ 7,311.70	\$ 5,940.00	\$ 6,534.00	\$ 5,775.00	\$ 6,352.50	\$ 8,712.00	\$ 9,583.20
716-08.23	REMOVAL OF PAVEMENT MARKINGS (STRAIGHT ARROW)	EACH	5	\$ 181.00	\$ 905.00	\$ 162.00	\$ 810.00	\$ 160.00	\$ 800.00	\$ 2,500.00	\$ 12,500.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	11	\$ 5,801.00	\$ 63,811.00	\$ 5,184.00	\$ 57,024.00	\$ 5,050.00	\$ 55,550.00	\$ 3,480.00	\$ 38,280.00
716-13.03	SPRAY THERMO PVMT MRKNG (60 MIL) (8IN BARRIER LINE)	L.F.	186	\$ 10.00	\$ 1,860.00	\$ 8.64	\$ 1,607.04	\$ 8.50	\$ 1,581.00	\$ 2.35	\$ 437.10
717-01	MOBILIZATION	LS	1	\$ 853,897.00	\$ 853,897.00	\$ 1,317,189.00	\$ 1,317,189.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 1,000,000.00	\$ 1,000,000.00
730-50.20	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (SOLAR POWERED)	EACH	8	\$ 21,572.00	\$ 172,576.00	\$ 18,921.00	\$ 151,368.00	\$ 18,750.00	\$ 150,000.00	\$ 13,325.00	\$ 106,600.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	7,094	\$ 4.00	\$ 28,376.00	\$ 5.00	\$ 35,470.00	\$ 4.00	\$ 28,376.00	\$ 4.00	\$ 28,376.00
740-10.04	GEOTEXTILE (TYPE IV)(STABILIZATION)	S.Y.	28,600	\$ 2.25	\$ 64,350.00	\$ 3.90	\$ 111,540.00	\$ 3.20	\$ 91,520.00	\$ 2.25	\$ 64,350.00
740-11.03	TEMPORARY SEDIMENT TUBE 18IN	L.F.	7,416	\$ 7.00	\$ 51,912.00	\$ 6.15	\$ 45,608.40	\$ 7.00	\$ 51,912.00	\$ 4.10	\$ 30,405.60
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	258	\$ 90.00	\$ 23,220.00	\$ 80.25	\$ 20,704.50	\$ 150.00	\$ 38,700.00	\$ 250.00	\$ 64,500.00
801-01.65	TEMPORARY MULCH	UNIT	170	\$ 66.00	\$ 11,220.00	\$ 58.85	\$ 10,004.50	\$ 60.00	\$ 10,200.00	\$ 60.00	\$ 10,200.00
801-03	WATER (SEEDING & SODDING)	M.G.	1,546	\$ 2.00	\$ 3,092.00	\$ 125.00	\$ 193,250.00	\$ 25.00	\$ 38,650.00	\$ 39.00	\$ 60,294.00
803-01	SODDING (NEW SOD)	S.Y.	150,862	\$ 5.00	\$ 754,310.00	\$ 4.82	\$ 727,154.84	\$ 4.40	\$ 663,792.80	\$ 3.10	\$ 467,672.20
920-10.01	CONCRETE PEDESTRIAN CROSSWALK	S.F.	8,223	\$ 18.25	\$ 150,069.75	\$ 20.72	\$ 170,380.56	\$ 71.00	\$ 583,833.00	\$ 12.00	\$ 98,676.00
920-10.04	MAILBOX REPLACEMENT	EACH	7	\$ 314.00	\$ 2,198.00	\$ 1,600.00	\$ 11,200.00	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00
TOTAL BID AMOUNT =				\$ 24,177,910.65		\$ 25,584,174.90		\$ 24,304,583.75		\$ 21,768,936.01	

CERTIFICATION:

THIS IS TO CERTIFY THAT THE ABOVE IS AN ACCURATE TABULATION OF THE 3 BIDS RECEIVED AT CITY OF LAKE LAND ON JULY 8, 2025 FOR PIN 107036.00.



Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving amendment #7 to the professional services agreement with Buchart Horn, Inc. for the Clear Creek Interceptor Phase A Project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-80-2025.

BUDGET IMPACT

This expenditure is allocated in the Fiscal Year 2026 spending plan for the Sewer Fund.

DISCUSSION

Buchart Horn is under contract for construction, engineering and inspection services related to the construction of the new Clear Creek interceptor. This interceptor replaces the existing Clear Creek interceptor, providing capacity needed to prevent sanitary sewer overflows and allow new development on the east side of Lakeland. Amendment #7 adds funds needed for inspection services to complete the project, which is anticipated in August 2025. The amount requested is a "not to exceed" total and will be billed for actual hours worked. A breakdown of the supplemental request is attached.

RESOLUTION R-80-2025

APPROVING AMENDMENT #7 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH BUCHART HORN, INC. FOR THE CLEAR CREEK INTERCEPTOR PHASE A
PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) entered into a contract in May 2017 with Buchart Horn, Inc. for the Clear Creek Interceptor Phase A project; and,

WHEREAS, due to project delays the completion date of the project has been extended resulting in the need for additional construction inspections; and,

WHEREAS, funding for this work is allocated in the Fiscal Year 2026 spending plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute amendment #7 to the professional services agreement with Buchart Horn, Inc. for the Clear Creek Interceptor Phase A project in the amount of Fifty Thousand Six Hundred Seventeen Dollars and Sixty Cents (\$50,617.60).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

July 10, 2025

Emily Harrell, PE, CPESC, City Engineer
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002-9756

**RE: City of Lakeland
Clear Creek Sanitary Sewer Interceptor, Phase A, SRF 2022-476
Supplemental Fee Request - Construction and EPSC Inspections Services**

Dear Ms. Harrell,

Buchart Horn (BH) appreciates the opportunity to perform construction phase services for the City of Lakeland's Clear Creek Interceptor Sewer project. After evaluating the remaining project budgets, we submit the following supplement request for your consideration.

CONSTRUCTION INSPECTION

As outlined in our recent progress reports, our budget for Construction Inspection Services did not account for the extensive overtime performed by the construction contractor or the additional time required by the contractor to complete this project.

Based on the conversations during the July 9, 2025, Monthly Progress Meeting, the current schedule, discussed by Eutaw Construction, indicates that substantial completion of the Clear Creek Project is now extended until the end of July 2025, with a final completion to be set for some time in August 2025. This extension is approximately five and a half months beyond the undated dates previously provided by the contractor last fall. During the contractor-related delays, we have still incurred costs associated with providing Construction Inspection Services. We have made efforts to avoid this request by reassigning funds within the project budget to accommodate the extended timeline. As a result, we managed to extend our Construction Inspection budget until the end of May 2025.

Currently, we are averaging between 40 to 50 hours per week for Construction Inspection. At the approved billing rate of \$110.00 per hour, this translates to \$4,400.00 per week, plus expenses. Anticipating an additional nine weeks of inspections from June 1, 2025, the total cost for the Construction Inspection would amount to \$43,560.00 (calculated as 40 hours/week X \$110.00/hour X 9 weeks; plus 10% for expenses). Once substantial completion is achieved, we will reduce our inspection efforts to half-time until final completion. This would be an additional \$4,840.00 (calculated as 20 hours/week X \$110.00/hour X 2 weeks, plus 10% expenses).

EPSC INSPECTION

At the onset of the project, the contractor requested permission to clear and grub a significant length of the project. This advance clearing and grubbing necessitated the implementation of EPSC measures and inspections much earlier than anticipated, requiring more extensive inspections. Additionally, as the contractor has required more time to complete the project, continued EPSC inspections are necessary to fulfill the EPSC permit.

From our review of the most recent invoices (dated May 31, 2025), we have kept the EPSC inspections within budget through May 2025. Starting in June, we reduced the EPSC inspections to once per month since most of the pipe and manhole installation has been completed. Future soil disturbance areas will primarily involve work at the Oakwood Grove Lift Station and the removal of temporary construction access areas in various locations. Based on observations made during the site visit after our meeting on July 9, 2025, it is anticipated that monthly EPSC inspections will be required through August 2025. Three EPSC inspections will result in an additional cost of \$2,217.60 (calculated as 6 hours/ inspection X \$112/hour X 3 inspections; plus 10% expense).

Considering the new Substantial Completion date provided by Contractor is now being scheduled for the end of July 2025, BH respectfully requests the not to exceed, supplement in the amount of \$50,617.60. This will cover the Construction and EPSC Inspection, billed at an hourly rate plus actual expenses incurred.

TOTAL SUPPLEMENTAL FEE REQUEST

Construction Inspection:	\$43,560.00
Final Completion:	\$4,840.00
EPSC Inspection:	\$2,217.60
Total Requested:	= \$50,617.60

Please indicate your approval of this additional work by signing in the box below and returning it to my attention. If you have any questions or need further clarification, please do not hesitate to contact me. Thank you for the opportunity to serve the City of Lakeland.

Sincerely,

BUCHART HORN, INC.



Darin J. Feist, PE
Associate Vice President

(901) 860-5383 (cell)

The additional work required as described herein is approved by the City of Lakeland.

Signature

Date



Board of Commissioners

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving the purchase of a John Deere utility tractor from Tennessee Tractor, LLC through Sourcewell Contract #082923-DAC

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-81-2025.

BUDGET IMPACT

Funding for this resolution is allocated in the Fiscal Year 2026 budget.

DISCUSSION

The Parks and Recreation Department is looking to purchase a new John Deere 5060E 4WD utility tractor. With over 200 acres of current parkland and the development of assets and facilities, expanding the department's equipment fleet with a utility tractor would increase maintenance capabilities. This utility tractor would be utilized to better maintain trails, the IH pond, clearing debris from storms and weather, along with many more day-to-day operations. This purchase will be made from Tennessee Tractor, LLC through Sourcewell Contract #082923-DAC.

RESOLUTION R-81-2025

APPROVING THE PURCHASE OF A JOHN DEERE UTILITY TRACTOR FROM
TENNESSEE TRACTOR, LLC THROUGH SOURCEWELL CONTRACT #0829023-DAC

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a John Deere tractor; and,

WHEREAS, the John Deere tractor is available for purchase from Tennessee Tractor, LLC through Sourcewell Contract #0829023-DAC; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2026 annual budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a John Deere utility tractor from Tennessee Tractor, LLC in the amount of Forty Seven Thousand Nine Hundred Forty-Five Dollars and Twenty-Six Cents (\$47,945.26)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July, 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Justin Reasons

Tennessee Tractor, LLC 500 Community
Park Road
Dyersburg, TN 38024

Tel: 731-285-6662

Fax: 731-285-6668

Email: jreasons@tennesseetractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tennessee Tractor, LLC
500 Community Park Road
Dyersburg, TN 38024
731-285-6662
hwallace@tennesseetractor.com

Quote Summary**Prepared For:**

CITY OF LAKELAND
10001 HIGHWAY 70
ARLINGTON, TN 38002
Business: 901-867-2717

Delivering Dealer:**Tennessee Tractor, LLC**

Justin Reasons
500 Community Park Road
Dyersburg, TN 38024
Phone: 731-285-6662
jreasons@tennesseetractor.com

Quote Id: 33101950**Created On:** 01 July 2025**Last Modified On:** 01 July 2025**Expiration Date:** 31 July 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5060E Open Operator Station Utility Tractor	\$ 45,054.00	\$ 38,746.44 X	1 =	\$ 38,746.44
JDLink Setup & Transfer		\$ 200.00 X	1 =	\$ 200.00

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)**Price Effective Date:** June 10, 2025**Sub Total****\$ 38,946.44**

JOHN DEERE 520M Loader	\$ 9,865.00	\$ 7,497.40 X	1 =	\$ 7,497.40
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Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)**Price Effective Date:** June 10, 2025

Frontier BB5084 Standard Duty Box Blade	\$ 1,831.00	\$ 1,501.42 X	1 =	\$ 1,501.42
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Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)**Price Effective Date:** June 30, 2025

Equipment Total	\$ 47,945.26
------------------------	---------------------

Trade In Total**\$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 47,945.26
Trade In	
SubTotal	\$ 47,945.26
Est. Service Agreement Tax Total	\$ 0.00
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson: X_____

Accepted By: X_____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tennessee Tractor, LLC
500 Community Park Road
Dyersburg, TN 38024
731-285-6662
hwallace@tennesseetractor.com

Balance Due

\$ 47,945.26

Salesperson: X_____

Accepted By: X_____



JOHN DEERE

Selling Equipment

Quote Id: 33101950

Customer Name: CITY OF LAKE LAND

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Tennessee Tractor, LLC
500 Community Park Road
Dyersburg, TN 38024
731-285-6662
hwallace@tennesseetractor.com

JOHN DEERE 5060E Open Operator Station Utility Tractor

Contract: Sourcewell Ag Tractors
082923-DAC (PG 1P CG
70)

Suggested List *

\$ 45,054.00

Selling Price *

\$ 38,946.44

Price Effective Date: June 10, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
06C0LV	5060E Open Operator Station Utility Tractor	1	\$ 29,874.00	14.00	\$ 4,182.36	\$ 25,691.64	\$ 25,691.64
Standard Options - Per Unit							
183N	JDLink™ Modem	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	PowrReverser™ 12F/12R Transmission with 540/540E PTO	1	\$ 3,421.00	14.00	\$ 478.94	\$ 2,942.06	\$ 2,942.06
1725	Loader Prep Package	1	\$ 1,802.00	14.00	\$ 252.28	\$ 1,549.72	\$ 1,549.72
2006	Open Operator Station - MFWD	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3310	Single Mechanical Stackable Rear SCV	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3430	Triple Stackable Mid SCVs with Mechanical Joystick Control	1	\$ 2,468.00	14.00	\$ 345.52	\$ 2,122.48	\$ 2,122.48
5184	16.9-24 In.6PR R4 Bias	1	\$ -130.00	14.00	\$ -18.20	\$ -111.80	\$ -111.80
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 6,765.00	14.00	\$ 947.10	\$ 5,817.90	\$ 5,817.90
6133	12.5/80-18 In. 6PR I3(R4 Type) Bias	1	\$ 854.00	14.00	\$ 119.56	\$ 734.44	\$ 734.44
Standard Options Total			\$ 15,180.00		\$ 2,125.20	\$ 13,054.80	\$ 13,054.80
Value Added Services							
	JDLink Setup & Transfer	1	\$ 200.00			\$ 200.00	\$ 200.00
Value Added Services Total			\$ 200.00			\$ 200.00	\$ 200.00
Total Selling Price			\$ 45,054.00		\$ 6,307.56	\$ 38,746.44	\$ 38,946.44



Selling Equipment

Quote Id: 33101950

Customer Name: CITY OF LAKELAND

ALL PURCHASE ORDERS MUST BE MADE OUT**TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT**TO DELIVERING DEALER:**

Tennessee Tractor, LLC
500 Community Park Road
Dyersburg, TN 38024
731-285-6662
hwallace@tennesseetractor.com

JOHN DEERE 520M Loader

Contract: Sourcewell Ag Tractors
082923-DAC (PG 1P CG
70)

Suggested List *

\$ 9,865.00

Price Effective Date: June 10, 2025**Selling Price ***

\$ 7,497.40

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B1P	520M Loader	1	\$ 9,883.00	24.00	\$ 2,371.92	\$ 7,511.08	\$ 7,511.08
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,587.00	24.00	\$ -380.88	\$ -1,206.12	\$ -1,206.12
2511	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Three-function	1	\$ 404.00	24.00	\$ 96.96	\$ 307.04	\$ 307.04
3591	Three-Function Hoses and Parts	1	\$ 281.00	24.00	\$ 67.44	\$ 213.56	\$ 213.56
4657	Three-Function Single Point Hydraulic Connection	1	\$ 1,354.00	24.00	\$ 324.96	\$ 1,029.04	\$ 1,029.04
5995	Less hood guard	1	\$ -450.00	24.00	\$ -108.00	\$ -342.00	\$ -342.00
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7710	Skid steer-style carrier	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8144	73 In. (1850 mm) High Volume Bucket with Skid Steer Connection	1	\$ -20.00	24.00	\$ -4.80	\$ -15.20	\$ -15.20
Standard Options Total			\$ -18.00		\$ -4.32	\$ -13.68	\$ -13.68
Total Selling Price			\$ 9,865.00		\$ 2,367.60	\$ 7,497.40	\$ 7,497.40

Frontier BB5084 Standard Duty Box Blade

Contract: Sourcewell Ag Tractors
082923-DAC (PG 1P CG
70)

Suggested List *

\$ 1,831.00

Price Effective Date: June 30, 2025**Selling Price ***

\$ 1,501.42

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 33101950**Customer Name:** CITY OF LAKELAND**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tennessee Tractor, LLC
500 Community Park Road
Dyersburg, TN 38024
731-285-6662
hwallace@tennesseetractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1643XF	BB5084 Standard Duty Box Blade	1	\$ 1,831.00	18.00	\$ 329.58	\$ 1,501.42	\$ 1,501.42
Total Selling Price			\$ 1,831.00		\$ 329.58	\$ 1,501.42	\$ 1,501.42

Meeting Cycle: Thursday, July 17, 2025

Subject: **Resolution** - approving an agreement with Environmental Systems Research Institute (Esri) for a multi-year geographic information system (GIS) subscription renewal

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommend the Board of Commissioners approve resolution R-79-2025.

BUDGET IMPACT

Funding for this expenditure is appropriated in the Fiscal Year 2026 General Fund.

DISCUSSION

ArcGIS Enterprise is the foundational software system for GIS, powering mapping and visualization, analytics, and data management. It is the backbone for running the Esri suite of applications and is tightly integrated with ArcGIS Pro for desktop mapping and editing capabilities. ArcGIS Enterprise utilizes Portal for ArcGIS to share content between these systems. Collaboration and flexibility are central to ArcGIS Enterprise, allowing you to organize and share your data or applications on any device, anywhere, at any time.

The City of Lakeland utilizes ArcGIS capabilities in daily operations, including in Cityworks asset management and permitting applications, SeeClickFix (Lakeland Connect) citizen request management application, as well as in our internal and public-facing web applications and dashboards.

RESOLUTION R-79-2025

APPROVING AN AGREEMENT WITH ENVIRONEMNTAL SYSTEMS RESEARCH
INSTITUTE (ESRI) FOR A MULTI-YEAR GEOGRAPHIC INFORMATION SYSTEM
SUBSCRIPTION

WHEREAS, the City of Lakeland, Tennessee, (the “City”) utilizes geographic information system (GIS) technology to support operational and management activities; and,

WHEREAS, a GIS subscription is available through the Small Municipal and County Government Enterprise Agreement (SGEA) from Esri; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2026 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute a licensing agreement with a three-year cumulative cost in the amount of Ninety Thousand Six Hundred Dollars (\$90,600).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Quotation # Q-552345

Date: July 11, 2025

Customer # 133398 Contract #

City of Lakeland
10001 Highway 70
Arlington, TN 38002-8068

ATTENTION: Josh Thompson
PHONE: 901-867-2717 x228
EMAIL: jthompson@lakelandtn.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 7/3/2025 To: 10/1/2025*

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$90,600.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wendy McGuire	Email: wmcguire@esri.com	Phone: 704-541-9810 x8657
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

RESOLUTION R-83-2025

APPROVING REAPPOINTMENT TO THE COMMUNITY ADVISORY BOARD

- WHEREAS,** the City of Lakeland Community Advisory Board (“CAB”) plays a vital role by ensuring open and frequent communications between residents and the City of Lakeland; and,
- WHEREAS,** the CAB has eight (8) positions with terms that expired July 1, 2025; and,
- WHEREAS,** the CAB bylaws set board membership terms at one (1) year and two (2) years to maintain a staggered roll off; and,
- WHEREAS,** the CAB has five (5) members who have volunteered to extend their positions for a two (2) year term that expire July 1, 2027; and,
- WHEREAS,** the CAB has three (3) remaining open positions to serve a one (1) year term to be filled at a later date; and,
- WHEREAS,** the Board of Commissioners has the authority to appoint members to the CAB:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the following members to the Community Advisory Board are reappointed to serve two-year terms ending July 1, 2027:

JP Castorena	District 5
Amy Ethridge	District 6
Lindsey Reap	At Large (District 2)
Daniel McGarry	At Large (District 5)
Bella Christina Oberhansley	At Large (District 5)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-35-2025

AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE
STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) TO
INSTALL AND OPERATE FIXED AUTOMATED LICENSE PLATE RECOGNITION
CAMERAS

- WHEREAS,** the City of Lakeland, Tennessee (“City”) desires to enhance public safety and support law enforcement efforts through the installation and operation of fixed Automated License Plate Recognition (“ALPR”) cameras at designated locations within the City limits; and
- WHEREAS,** the City has identified certain locations along state highways within the jurisdictional boundaries of the City that are under the control of the State of Tennessee Department of Transportation (“TDOT”); and
- WHEREAS,** the installation and operation of such ALPR cameras within the state highway right-of-way requires a License Agreement with the State of Tennessee acting by and through its Commissioner of Transportation; and
- WHEREAS,** TDOT has prepared a License Agreement, attached hereto as **Exhibit A**, authorizing the City of Lakeland to install, operate, and maintain fixed ALPR cameras in designated locations within the right-of-way, subject to the terms and conditions contained therein; and
- WHEREAS,** it is in the best interest of the City to enter into said License Agreement in order to enhance public safety and assist law enforcement in criminal investigations:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute the License Agreement between the City of Lakeland and the State of Tennessee Department of Transportation.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of July 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 4
300 Benchmark Place
Jackson, Tennessee 38305
(Local government)

Project No: Multiple
Tract No.: Multiple
Shelby County
Request No.: 7499

**LICENSE AGREEMENT TO INSTALL AND OPERATE FIXED
AUTOMATED LICENSE PLATE RECOGNITION CAMERAS**

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20__ by and between the **STATE OF TENNESSEE**, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the **CITY OF LAKELAND** (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Shelby County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Shelby County, Tennessee, for the purpose of aiding in criminal investigations or searches for missing or endangered persons, (hereinafter referred to as the “Improvements”). The precise locations approved for ALPR cameras under this license are described in Exhibit A. Any ALPR camera approved for location on a new pole within the clear zone of the highway right-of-way must use a pole pre-approved by the State for crashworthiness.
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **PRODUCTION AND ASSEMBLY OF ALPR CAMERA** - The manufacturer, ALPR cameras, or any of the ALPR cameras’ components shall not be (a) produced, assembled, or based in an entity appearing on a sanctions list published under the authority of the United States Department of the Treasury, office of foreign assets control (<https://ofac.treasury.gov/>), (b) prohibited or restricted under Section 889 of the National Defense Authorization Act (48 CFR 52.204-25), (c) prohibited or restricted under Title 2 of the SECURE Technology Act (Public Law 115-390 of 2018), or (d) prohibited or restricted under the United

States Department of Commerce Regulations on Information and Communications and Services Supply Chain (15 CFR Part 7).

4. **DATA COLLECTED BY ALPR CAMERA** - The manufacturer of and custodian of any data collected by the ALPR cameras shall (a) comply with T.C.A. § 55-10-302, (b) ensure that all aspects of the manufacturer's and custodian's data services, data retention, information technology, or other internal data management processes are contained and managed within the United States, (c) and ensure that all data and metadata collected by the ALPR cameras are not used for commercial purposes or sold, other than sharing with other law enforcement agencies in the United States as authorized by law.
5. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
6. **TERM** – The License is a ten (10) year, renewable license which shall begin on _____, 20 _____ and shall end on _____, 20 _____.
7. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
8. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
9. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
10. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
11. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
12. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.

13. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
14. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
15. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to immediate termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
16. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
17. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers

Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

- 18. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
- 19. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
- 20. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
- 21. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
- 22. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Lakeland
10001 Highway 70
Lakeland, Tennessee 38002

TO THE STATE:

State of Tennessee
Department of Transportation
Attention: Brian Dickerson
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

CITY OF LAKELAND

Josh Roman, Mayor
10001 Highway 70
Lakeland, Tennessee 38002

DATE:_____

**APPROVED AS TO FORM
AND LEGALITY:**

Attorney for Licensee

DATE:_____

STATE OF TENNESSEE:

Will Reid, Commissioner
Tennessee Department of Transportation

DATE:_____

**APPROVED AS TO FORM
AND LEGALITY:**

Leslie South, General Counsel
Tennessee Department of Transportation

DATE:_____



Board of Commissioners

Meeting Cycle: Thursday, July 17, 2025

Subject: **Discussion and Possible Action** - regarding veterans land donation.
Sponsored by Mayor Roman

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION