



Board of Commissioners
Regular Meeting Agenda
Thursday, September 18, 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:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report - August 2025
 2. City Manager's Report - September 2025
 - a. Refreshed Adopt-A-Street Initiative
 3. Commissioners' Reports
 - a. Industrial Development Board - Commissioner Johnston
 - b. Municipal Planning/Design Review Commission - Commissioner Atkinson
 - c. Parks and Recreation Board - Vice Mayor Dial
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of previous meeting minutes** - August 21, 2025

2. **Ordinance- First Reading** - amending the fiscal year 2025 annual budget passed by Ordinance O-5-2024.
3. **Ordinance- First Reading** - amending the official zoning map of the City of Lakeland, Tennessee, by rezoning the property located at 0 Kingsridge Drive, parcel no L0159 00512 from C-2: regional commercial to R4: Urban Estate.
4. **Resolution** - approving a Site Development Contract with Gibson Paving, Inc. for 4853 Seed Tick Road.
5. **Resolution** - approving a contract extension with Quad County Environmental Solutions, LLC. for landfill disposal services.
6. **Resolution** - approving an agreement with the YMCA of Memphis and the Mid-South for a Lakeland fall break camp and spring break camp.
7. **Resolution** - authorizing the submission of an application for the Youth Sports Access Grant 2025 grant cycle from the National Parks and Recreation Association.
8. **Resolution** - approving a Special Event Permit application from the Lakeland Arts Council for an event at the Lakeland Town Center Planned Development on October 25, 2025.
9. **Discussion and Possible Action** - regarding the 2026 Freedom Festival and fireworks show.
10. **Discussion and Possible Action** - regarding City of Lakeland properties.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office



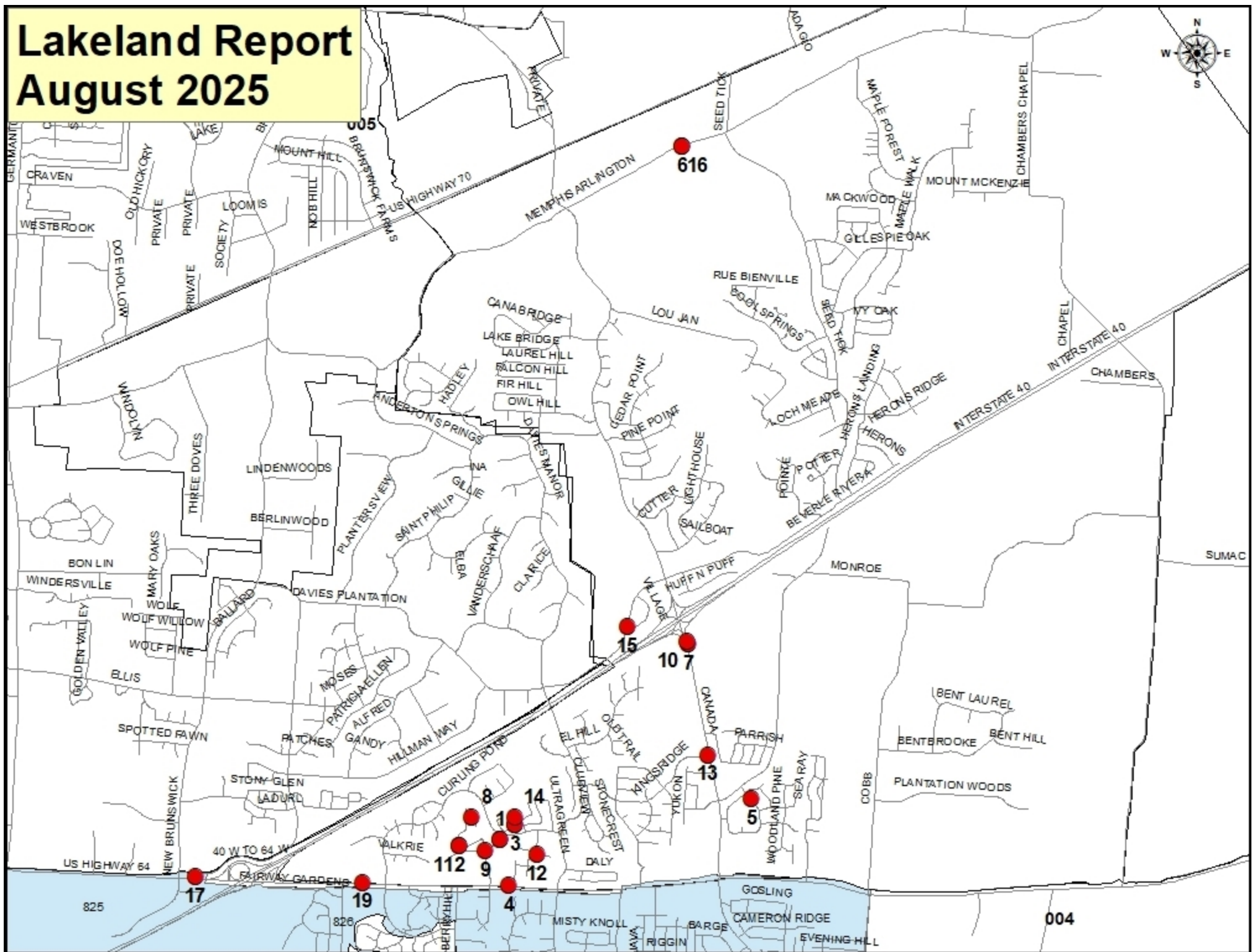
Crime Report

Lakeland

August 2025

Product of SCSO Criminal Intelligence Unit

Lakeland Report August 2025



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2508000077SH	Burglary/Residential	FRONT DOOR BROKE	8/3/2025 6:59:00 PM
2	2508000004SH	MVT/Passenger Vehicle	REAR WINDOW BROKE	8/1/2025 5:13:00 AM
3	2508000077SH	Vandalism/Felony	BROKE	8/3/2025 6:59:00 PM
4	2508000121SH	Aggravated Assault		8/4/2025 7:04:00 PM
5	2508000090SH	MVT/Passenger Vehicle	BROKE	8/4/2025 7:18:00 AM
6	2508000243SH	Theft from Motor Vehicle	SIDE WINDOW	8/7/2025 8:02:00 AM
7	2508000505SH	Burglary/Residential	BROKE	8/13/2025 12:51:00 PM
8	2508000494SH	MVT/Passenger Vehicle	REAR DOOR BROKE	8/13/2025 9:11:00 AM
9	2508000484SH	MVT/Passenger Vehicle	REAR WINDOW BROKE	8/12/2025 11:53:00 PM
10	2508000505SH	Theft from Building	BROKE	8/13/2025 12:51:00 PM
11	2508000483SH	Theft from Motor Vehicle	REAR WINDOW BROKE	8/12/2025 11:46:00 PM
12	2508000496SH	Vandalism/Misdemeanor		8/13/2025 10:20:00 AM
13	2508000871SH	Aggravated Assault		8/23/2025 12:26:00 AM
14	2508000693SH	Theft from Motor Vehicle	REAR WINDOW THROUGH UNLOCKED WINDOW	8/18/2025 4:16:00 PM
15	2508000778SH	Vandalism/Felony		8/20/2025 3:02:00 PM
16	2508001223SH	Aggravated Assault		8/31/2025 11:47:00 PM
17	2508001142SH	MVT/Passenger Vehicle		8/29/2025 5:48:00 AM
18	2508000928SH	MVT/Passenger Vehicle	SIDE WINDOW BROKE	8/25/2025 4:24:00 AM
19	2508001189SH	Shoplifting/Misdemeanor	FRONT DOOR THROUGH UNLOCKED DOOR	8/30/2025 1:38:00 PM
20	2508001210SH	Theft from Motor Vehicle	SIDE DOOR THROUGH UNLOCKED DOOR	8/31/2025 9:38:00 AM

All Incident Count

Incidents	Count
Aggravated Assault	3
Aggravated Assault/DV	1
Burglary/Residential	2
False Pretenses/Swindle/Confidence Game	2
Intimidation	1
MVT/Passenger Vehicle	6
Shoplifting/Misdemeanor	1
Simple Assault	1
Simple Assault/DV	3
Theft & Recovery/Passenger Vehicle	1
Theft from Building	1
Theft from Motor Vehicle	4
Vandalism/Felony	2
Vandalism/Misdemeanor	1
Grand Total	29

Tracked Count

Tracked Crimes	Aug-25	Jul-25	Aug-24
Agg Assault	3	1	0
Burg Bus	0	0	0
Burg Const	0	0	0
Burg Res	2	1	0
MVT	6	5	5
Other Lar	1	2	12
Robb Ind	0	0	0
Theft Fm Bldg	1	1	1
Theft fm Mot Veh	4	0	3
Vandalism	3	2	0
Totals	20	12	21

END OF PRESENTATION

Adopt-A-Street Program

City of Lakeland, Tennessee



What is the Adopt-a-Street Program?

- ◆ The Adopt-a-Street program is a community initiative where individuals, groups, or businesses commit to regularly cleaning a specific street section.
- ◆ It helps reduce litter, enhance public spaces, and build civic pride.
- ◆ Volunteers often receive supplies from local governments to support their efforts.



Why it Matters



ENVIRONMENTAL
IMPACT &
IMPROVED
PUBLIC HEALTH



COMMUNITY
PRIDE



COST SAVINGS
FOR THE CITY



VOLUNTEER
OPPORTUNITIES &
EDUCATIONAL
AWARENESS



ADVERTISING
OPPORTUNITIES &
RECOGNITION



Current Program Overview



9 Current Adopters:

Amy Foster, Bryan Realty –
Chambers Chapel

Joseline Hoyt Family – Maple
Walk Drive

The Schneider Family –
Memphis Arlington Road

Josh Roman, Allstate – Beverle
Rivera

Lakeland Education
Foundation – Campus Drive

Bryan Realty – Memphis
Arlington Road

Wright Landscaping – Canada
Road (Bev Riv to Hwy 70)

Lakeland Arts Council –
Canada Road (Bev Riv to Hwy
64)

Oakwood HOA – Seedtick
Road



Miles Adopted:

12.93 with 5.7 miles/ 3
applicants pending



4

Guidelines:

- Quarterly Pick-ups
- ½ mile suggested length
- Two sections max per org*
- 1 Year of documented cleanups before expanding
- Signs installed after first pick-up is recorded
- Eligible for volunteer hours
- Renewals bi-annually – January 1st and August 1st

How To Join



5



Benefits To Participants



Community Involvement



Recognition Signage



Beautification Impact



Business Visibility



Service Hours





Questions?



THANK YOU!



Board of Commissioners
Regular Meeting Minutes
Thursday, August 21, 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, August 21, 2025.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, Planning Director Paul Posy, Parks and Recreation Director Andrew Fisher, Staff Engineer Paul Posey, Communications Officer Kristina Bray, and City Recorder Cheyenne Carter.

V. PUBLIC HEARING:

1. **Ordinance - Second and Final 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.

No comments were heard at this time.

VI. TREASURER'S REPORT:

1. Presentation of reissued Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.
This report was offered by City Manager Michael Walker.

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

1. Sheriff's Report - July 2025
This report was offered by Mayor Roman.
2. City Manager's Report - August 2025
This report was offered by City Manager Michael Walker.
 - a. Debt Report Review
This report was offered by City Manager Michael Walker.
3. Commissioners' Reports
 - a. Industrial Development Board - Commissioner Johnston
This report was deferred to the next meeting.
 - b. Municipal Planning/Design Review Commission - Commissioner Atkinson
This report was deferred to the next meeting.

VIII. PUBLIC COMMENTS:
No comments were heard at this time.

IX. SEWERAGE COMMISSION BUSINESS:
None.

X. CONSENT AGENDA:
None.

XI. REGULAR AGENDA:
For the record: Mayor Roman motioned to add **Ordinance - Second and Final 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 as regular agenda item number 7; no objections were heard.

1. **Approval of previous meeting minutes** - July 17, 2025

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

Discussion ensued.

When the question was called the meeting minutes passed as presented, voice vote, 3 in favor 0 against 0 abstain (3-0-0).

2. **Resolution** - approving the purchase of valves for the Scotts Creek Wastewater Treatment Plant from Bar Environmental, Inc.

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

Staff Engineer Paul Posey presented this item.

Discussion ensued.

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

3. **Resolution** - authorizing appointments to the Board of Appeals/Stormwater Board of Appeals of the City of Lakeland, Tennessee.

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

City Manager Michael Walker presented this item.

Discussion ensued.

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

4. **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*

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

City Manager Michael Walker presented this item.

Discussion ensued.

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

5. **Discussion and Possible Action** - regarding Lakeland City-owned lots. *Sponsored by Mayor Roman*

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

Mayor Roman presented this item.

Discussion ensued.

No official action was taken at this time.

6. **Discussion and Possible Action** - review of the current fee schedule.

For the record: Mayor Roman motioned to discuss and vote on regular agenda items 6 and 7 together. No objections were heard.

Mayor Roman moved to bring these items to the floor, seconded by Vice-Mayor Dial.

Discussion ensued.

When the question was called the second and final reading of the ordinance and the fee schedule passed as presented, voice vote, 3 in favor 0 against 0 abstain (3-0-0).

7. **Ordinance - Second and Final 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. *(added from the floor)*

Please see voting information on regular agenda item number 6.

XII. ANNOUNCEMENTS:

1. Vice Mayor Dial announced a reminder of the upcoming LAMP concert.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 5:58pm on Thursday, August 21, 2025.

These minutes were approved on September 18, 2025.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, September 18, 2025

Subject: **Ordinance- First Reading** - amending the fiscal year 2025 annual budget passed by Ordinance O-5-2024.

Staff Contact: Sue Matthews, Chief Finance Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-8-2025.

BUDGET IMPACT

This ordinance will increase the Solid Waste expenses by \$26,000 for fiscal year 2025.

DISCUSSION

The increase is due to higher-than-budgeted contracted services for waste pick-up, disposal and recycling.

ORDINANCE O-8-2025

AMENDING THE FISCAL YEAR 2025 ANNUAL BUDGET
PASSED BY ORDINANCE O-5-2024

WHEREAS, the City of Lakeland adopted the fiscal year 2024-2025 budget by passage of Ordinance O-5-2024 on June 18, 2024; and,

WHEREAS, expenditures in the City of Lakeland's funds are expected to differ from the budget, as amended:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that changes be made to the fiscal year 2024-2025 annual budget as follows:

SECTION 1. Ordinance O-8-2025 is hereby amended to increase budgeted expenditures in account 424 E 43260 289 000 (SDW – Other Contracted Services) by twenty-six thousand dollars (\$26,000) related to solid waste pick up, disposal and recycling fees.

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

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

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

BE IT FURTHER ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that appropriations in the Lakeland School System ("LSS"), duly approved by the Lakeland Board of Education, have increased as follows using revenue sources and/or LSS fund balance independent of any contributions from the City of Lakeland:

ORDINANCE O-8-2025

AMENDING THE FISCAL YEAR 2025 ANNUAL BUDGET
PASSED BY ORDINANCE O-5-2024

SECTION 5. Appropriations increases, by LSS fund:

Expenditures & Other Financing Uses

	Original Budget	Amendments	Revised Budget
General Purpose School Fund	\$ 34,416,935	\$ 1,385,093	\$ 35,802,028
School Federal Programs	\$ 1,231,959	\$ (108,445)	\$ 1,123,514
School Nutrition	\$ 1,031,988	\$ 291,179	\$ 1,323,167
School State Discretionary Funds	\$ 85,734	\$ 34,709	\$ 120,443
LEAP Fund	\$ 280,000	\$ -	\$ 280,000
School Capital Projects Fund	\$ 4,015,527	\$ 1,035,527	\$ 5,051,054
	\$ 41,062,143	\$ 2,638,063	\$ 43,700,206

First Reading: September 18, 2025

Public Hearing: October 2, 2025

Final Reading: October 2, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, September 11, 2025

Project: Canada Road LLC. – Rezoning Application

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Location: Southwest corner of Canada Road and Kingsridge Drive

Parcel ID: L0159 00512

Zoning District: C-2: Regional Commercial

Site Area: 2.96 acres

Applicant: Canada Road LLC.

Representative: Cory Brady, PLA, AICP

STAFF RECOMMENDATION

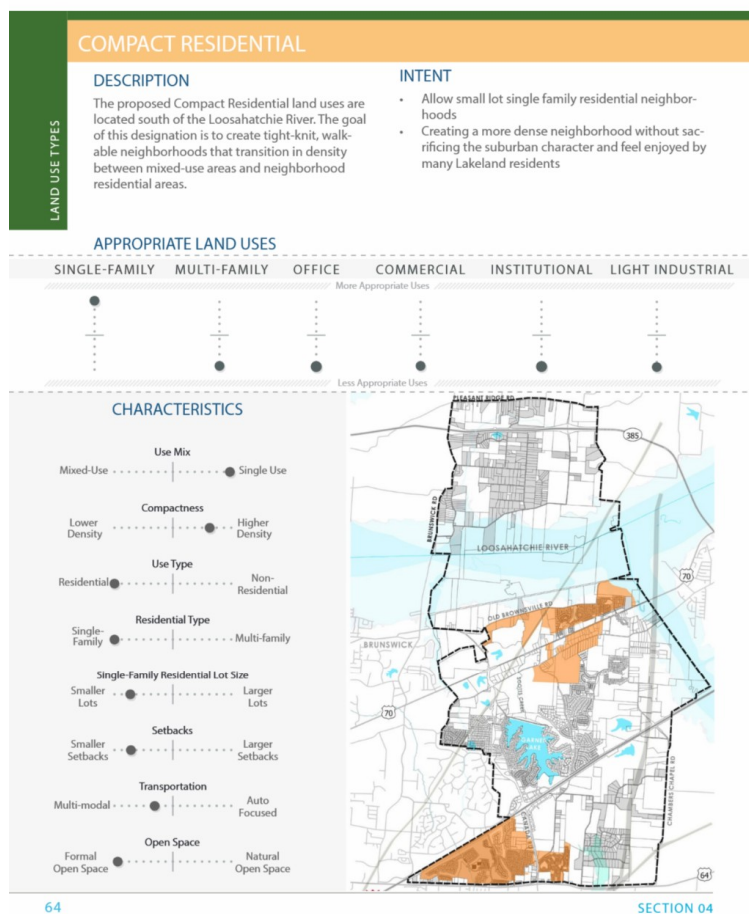
City Staff recommends approval for the Rezoning Application for Canada Road LLC.

BACKGROUND:

The subject property is located at the southwest corner of Canada Road and Kingsridge Drive. The current zoning for the property is C-2: Regional Commercial. The property is currently undeveloped but is ultimately planned to be developed as nine (9) single family residential lots should the rezoning application be approved.

ANALYSIS:

Upon review by City Staff, this rezoning application is supported by the approved Comprehensive Plan for the City of Lakeland. The plan shows this area to ultimately be zoned as Compact Residential, which would be in line with the adjacent properties. The request is to change the existing zoning of C2–Regional Commercial to R4–Urban Estate. City Staff agrees that a single-family residential use is the best use for this property and conforms with the overall vision set forth by the Comprehensive Plan. A Preliminary Plat application was also submitted with this rezoning request and will be contingent upon the recommendation from the MPC and ultimate decision by the Board of Commissioners.



EXAMPLE MOTIONS

1. Motion to recommend approval to the Board of Commissioners of the Canada Road LLC. Rezoning Application as submitted.
2. Motion to recommend denial to the Board of Commissioners of the Canada Road LLC. Rezoning Application:
 - a. Reason for denial

ORDINANCE O-9-2025

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LAKELAND,
TENNESSEE, BY REZONING THE PROPERTY LOCATED AT 0 KINGSRIDGE
DRIVE, PARCEL NO L0159 00512 FROM C-2: REGIONAL COMMERCIAL TO
R4: URBAN ESTATE

WHEREAS, the City of Lakeland has received a request for the rezoning of a portion of the property located at 0 Kingsridge Drive Lakeland, Tennessee, 38002, identified as Parcel No. L0159 00512 on the tax map of Shelby County, Tennessee; and

WHEREAS, Section 13-7-203 of Tennessee Code Annotated permits the amendment of the Municipal Zoning Ordinance of the City of Lakeland; and,

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

WHEREAS, the subject property is currently zoned C-2: Regional Commercial, and the applicant has requested a change in zoning to R4: Urban Estate to allow for Single Family Residential use; and

WHEREAS, the City of Lakeland Municipal Planning Commission has reviewed the proposed zoning amendment at the regularly-scheduled meeting on September 11, 2025 and has recommended approval of the rezoning request; and

WHEREAS, the Board of Commissioners has determined that the proposed rezoning is consistent with the City of Lakeland's Comprehensive Plan and is in the best interests of the health, safety, and welfare of the community.

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

SECTION 1. The official zoning map of the City of Lakeland, Tennessee, is hereby amended by rezoning the property located at 0 Kingsridge Drive Lakeland, Tennessee, 38002, from C-2: Regional Commercial to R4: Urban Estate, as depicted on the attached map.

SECTION 2. This Ordinance shall take effect immediately upon its passage on second and final reading, the public welfare requiring it.

ORDINANCE O-9-2025

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LAKELAND,
TENNESSEE, BY REZONING THE PROPERTY LOCATED AT 0 KINGSRIDGE
DRIVE, PARCEL NO L0159 00512 FROM C-2: REGIONAL COMMERCIAL TO
R4: URBAN ESTATE

First Reading: September 18, 2025
Public Hearing: October 2, 2025
Final Reading: October 2, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



CITY OF LAKELAND

Application for an Amendment to the Official Zoning Map or Zoning Ordinance

Case No. _____ Parcel ID# L0159 00512 Date of Application 08/11/2025
Name of Applicant Canada Road, LLC (Cory Brady, ILS - Representative)
Address 8480 E. Orchard Rd, Ste. 3000. Greenwood Village, CO 80111
Daytime Telephone Number (901)493-6996 Email Address corybrady@gmail.com

If different from the applicant, owner or other person having contractual interest in the property:

Name _____

Address _____

Daytime Telephone Number _____ Email Address _____

Amendment to Zoning Map

Site Location: S/W Corner of Kings Ridge & Canada Rd Present Use Vacant

Site Acreage 2.96 Acres Proposed Use(s) Residential

Present Zoning District C-2 (Commercial) Requested Zoning District R-4 (Urban Estate)

Reason for Rezoning: To align with the recommendations of the city's comprehensive plan.

Amendment to Zoning Text

Section of the Zoning Ordinance to be amended _____

Amendment Requested (attach specific language of proposed amendment using format of Zoning Ordinance).

Reason for text amendment _____

In general, the Planning Commission meets the third Thursday of each month at 5:30 p.m. in the Board Chambers of City Hall located at 10001 U.S. Highway 70. All applications and related plan documents must be received by 4:00 p.m. thirty (30) days prior to the MPC meeting. If the thirty (30) days falls on the weekend, the application/documents must be in by the preceding Friday. Three (3) copies of all required materials, in addition to the required filing fee shall be submitted to the City by the application deadline. Contact the City at 901-867-2717 to confirm deadline and meeting dates and times.

Matthew Wissing
Applicants Signature

8/11/2025
Date

Property Owners Signature (if different than applicant)

_____ Date

August 11, 2025

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

Re: Rezoning Request for 2.96 Acres at Kingsridge Drive and Canada Road

Mr. Luker,

On behalf of the property owner, I am requesting approval of a zoning map amendment to reclassify approximately 2.96 acres from C-2 Regional Commercial to R-4 Urban Estate in accordance with the City's Land Development Regulations. The subject property is located at the southwest corner of Kingsridge Drive and Canada Road and is identified as Parcel ID #L0159 00512.

This request is consistent with the City's recently adopted Comprehensive Plan, which designates the property for Compact Residential land use. As described in the Comprehensive Plan, the Compact Residential designation is intended to "allow small lot single-family residential neighborhoods and create a more dense neighborhood without sacrificing the suburban character and feel enjoyed by many Lakeland residents." The proposed rezoning will facilitate the development of compact, single-family detached homes that are compatible with existing residential subdivisions along Kingsridge Drive.

In conjunction with this rezoning request, the property owner is submitting a separate preliminary plat application reflecting the intent to develop a nine (9) lot single-family detached residential subdivision in accordance with the R-4 Urban Estate zoning provisions.

If you have any questions or require additional information, please contact me at corybrady@gmail.com or (901) 493-6996. I look forward to working with you and discussing the project in greater detail.

Respectfully,



Cory Brady, PLA, AICP
Integrated Land Solutions, pllc

COMPACT RESIDENTIAL

DESCRIPTION

The proposed Compact Residential land uses are located south of the Loosahatchie River. The goal of this designation is to create tight-knit, walkable neighborhoods that transition in density between mixed-use areas and neighborhood residential areas.

INTENT

- Allow small lot single family residential neighborhoods
- Creating a more dense neighborhood without sacrificing the suburban character and feel enjoyed by many Lakeland residents

APPROPRIATE LAND USES

SINGLE-FAMILY

MULTI-FAMILY

OFFICE

COMMERCIAL

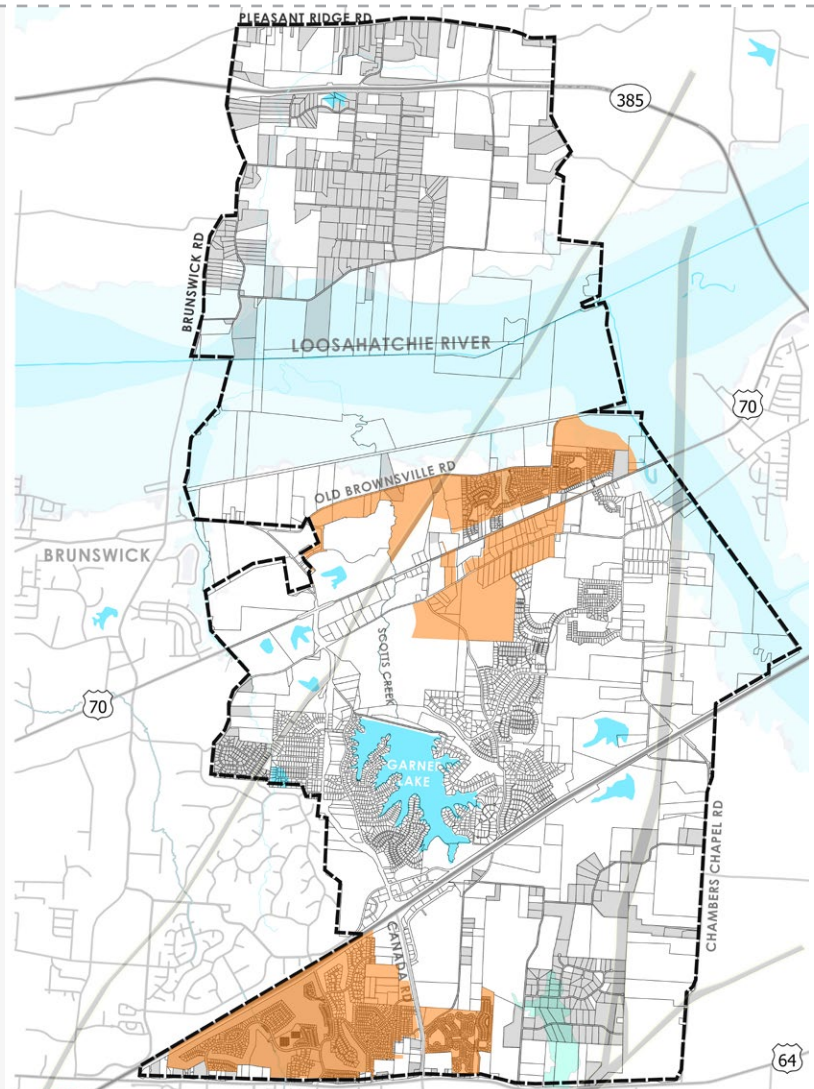
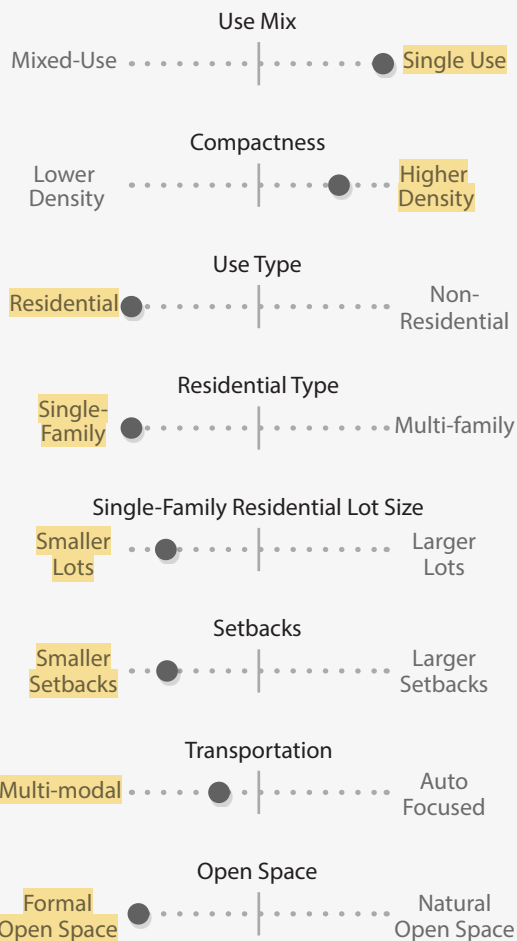
INSTITUTIONAL

LIGHT INDUSTRIAL

More Appropriate Uses

Less Appropriate Uses

CHARACTERISTICS



HOUSING POLICY RECOMMENDATIONS

HE.1 PRESERVE THE RESIDENTIAL CHARACTER OF LAKELAND

Maintain single-family as the City's dominant housing type by concentrating other types of development in areas more suitable for moderate- to higher-density uses. Use the Conceptual Growth Map as a guide for steering new development to the appropriate locations.

HE.2 EVALUATE ZONING AND DEVELOPMENT STANDARDS TO ALLOW FOR NEW DEVELOPMENT TO OCCUR WHERE APPROPRIATE

Where appropriate, the City of Lakeland should encourage Planned Residential Developments (PRDs) and educate officials and residents on the advantages of this development type.

Regulations relating to height restrictions, setback, dwellings per acre, and lot sizes should be re-evaluated to allow for increased flexibility, which may help accommodate Lakeland's growing population.

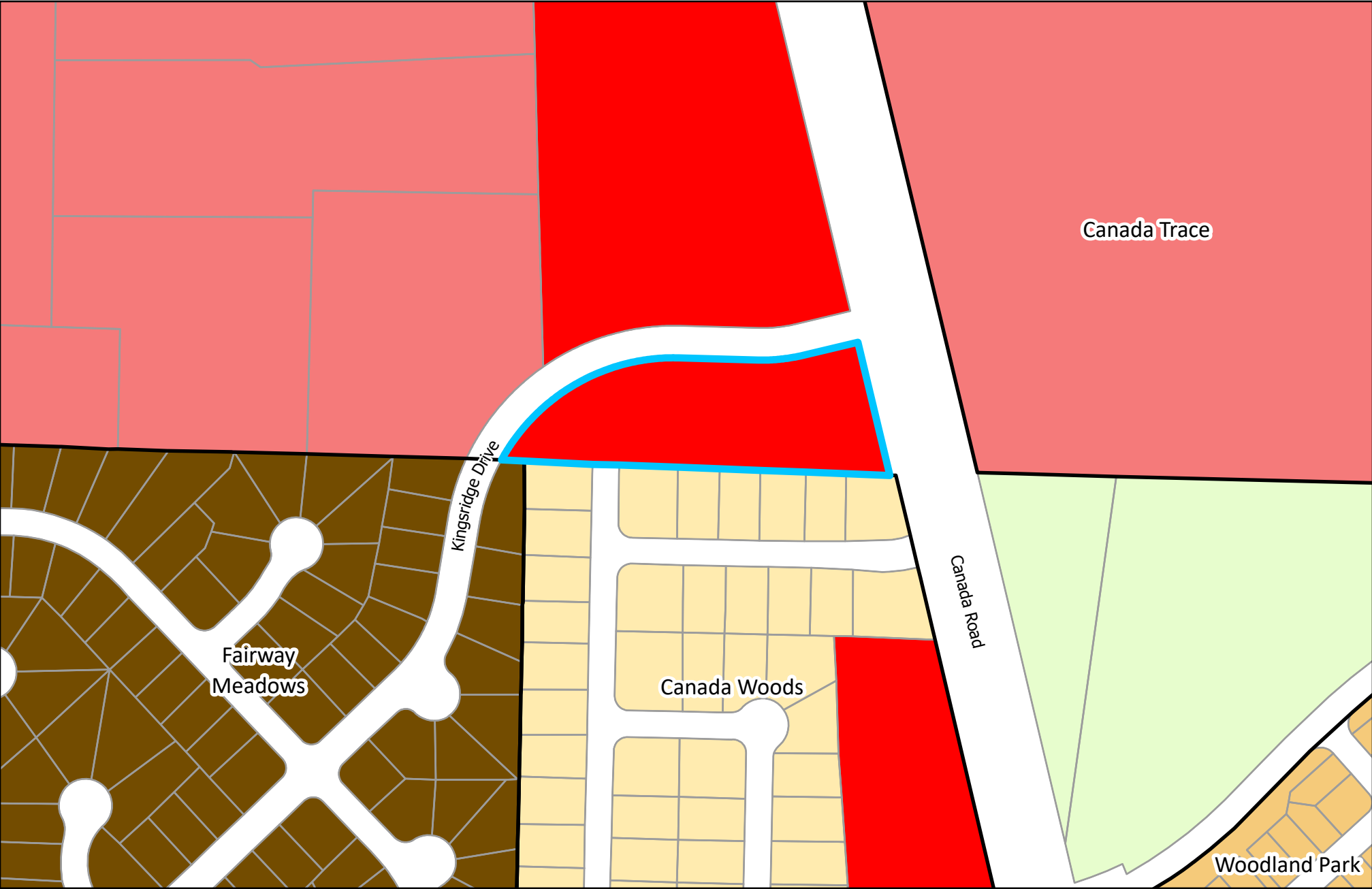
HE.3 MAINTAIN AN ADEQUATE SUPPLY OF HOUSING THAT VARIES IN SIZE AND STYLE

The City of Lakeland should aim to preserve stable neighborhoods and enhance areas that offer short- and medium-term residential development opportunities. Providing design standards that encourage a mixture of lot sizes, housing types, and price points will result in a more resilient community. Requirements for multifamily and affordable housing should be evaluated periodically and updated as appropriate.

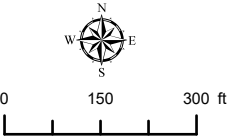
HE.4 PURSUE HOUSING INVESTMENT IN AND NEAR MIXED-USE NODES

More compact housing options in locations identified as Compact Residential or Mixed-Use Residential should be promoted to provide a greater connection between commercial uses and residents. This residential development pattern appeals to a diverse portion of the population by creating a more walkable community, including Lakeland residents who would like to age in place but are seeking a lower-maintenance lifestyle with convenient access to amenities.

Parcel L0159 00512 - Zoning Districts



- A: Agriculture
- C2: Regional Commercial
- R2 (PRD): Planned Medium Density Residential
- R2: Suburban Manor
- R2A: Alternate Medium Density
- RM2: Multifamily



Disclaimer: Although the information presented has been compiled from multiple sources and is considered reliable, the City of Lakeland makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, legality, or suitability for any use other than display. Please contact the City of Lakeland Information Technology Services Department if you discover discrepancies of any kind with this information.

Meeting Cycle: Thursday, September 18, 2025

Subject: **Resolution** - approving a Site Development Contract with Gibson Paving, Inc. for 4853 Seed Tick Road.

Staff Contact: Emily Harrell, Chief Utilities and Infrastructure Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-91-2025.

BUDGET IMPACT

The development fees related to this contract are \$3,740.00 for the General Fund and \$3,100.00 for the Sewer Fund.

DISCUSSION

Gibson Paving purchased the property at 4853 Seed Tick Road to be the new location of their main office. The property has access to all required utilities except public sewer. The Site Development Contract will allow the public sewer extension from Shady Village Lane to 4853 Seed Tick Road. No other public improvements are required for the development of this site. A Security in the amount of \$10,576.75 will be retained until the work is completed and warranty period has expired.

RESOLUTION R-91-2025

APPROVING A SITE DEVELOPMENT CONTRACT WITH GIBSON PAVING, INC. FOR 4853 SEED TICK ROAD

- WHEREAS,** Developer is the owner of record of a tract of land zoned C1- Commercial which contains approximately 2.22 acres, also identified by Parcel ID # LO150 00182C in the official records of the Shelby County Recorder's Office ("Development Site") and desires develop and extend the sewer line from Gibson Paving, Inc. ("Site"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the site plan submitted by Developer with respect to the Development Site ("Site"); 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 Site at its own cost; and,
- WHEREAS,** the City is willing to provide services to the Site 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 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 Site, 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.

RESOLUTION R-91-2025

APPROVING A SITE DEVELOPMENT CONTRACT WITH GIBSON PAVING, INC.
FOR 4853 SEED TICK ROAD

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 site development contract with **GIBSON PAVING, LLC.** to develop the property at 4853 Seed Tick Road.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 18th day of September 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

SITE DEVELOPMENT CONTRACT

INTRODUCTION

THIS SITE DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, **2025**, by and between **GIBSON PAVING, INC.** 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 C1- Commercial which contains approximately 2.22 acres, also identified by Parcel ID # L0150 00182C in the official records of the Shelby County Recorder’s Office (“Site”) and desires to improve and develop the Site as a commercial office to be known as **GIBSON PAVING, INC.**

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the Site Plan submitted by Developer; 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 in connection with development of the Site 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, fences, entrance treatments and signage, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Site, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Site 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

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

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

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

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

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

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that

the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

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

OWNERSHIP

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

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

6. Developer understands that if it transfers the 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 Site and subject Developer to a declaration of fault.

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

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

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance

treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City (“Security”) in the amount of **TEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND SEVENTY FIVE CENTS (\$10,576.75)** 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 Site shall not be recorded with the Shelby County Register’s Office until the Extension has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Extension plus a reasonable sum to cover Developer’s warranty obligations hereunder.

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

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

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies

shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested.”

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

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

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

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

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

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

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

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

TIME SCHEDULE

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

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

- (5) Insurance certificate is received by the City as specified herein.

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

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

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

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

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Extension in the Register’s Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer’s obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer’s Engineer and

approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

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

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

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

WARRANTY

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

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

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her

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

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

SANITARY SEWER

17. Developer shall pay to the City, the sum of **THREE THOUSAND ONE HUNDRED DOLLARS (\$3,100.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

18. 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).

19. 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.

ADMINISTRATIVE FEES

Engineering Review Fee

20. Developer agrees to pay to the City the sum of **NINE HUNDRED FORTY DOLLARS (\$940.00)**, (\$500 + 200 per acre), which represents the engineering review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Construction Inspection Fee

21. Developer agrees to pay to the City the sum of **ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00)**, (\$1,000 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 10-150, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

22. Developer agrees to pay to the City the sum of **TWO HUNDRED DOLLARS (\$200.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 10-150, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

23. Developer agrees to pay to the City the sum of **ONE THOUSAND THREE HUNDRED DOLLARS (\$1300.00)**, (\$1000 plus \$250 per acre thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 10-150.

MISCELLANEOUS CONDITIONS

24. 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 Site 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.

25. 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.

26. In situations which may affect the safety or protection of persons, the work, or property at the 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 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.

27. Developer agrees that the City shall have the right to enter the 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.

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

29. 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.

30. Prior to the release of Security for the Site 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 sub-contractors and material suppliers furnishing labor or materials for the development.

31. 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 Site, 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.

32. 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.

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

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

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

(ii) DEVELOPER
GIBSON PAVING, INC.
10056 US-70
LAKELAND, TN 38002
JAY GIBSON, OWNER/PROJECT MANAGER
901-301-2994

43. 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.

44. 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	\$3,100.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(6)	Drainage Control Fee (w/ Basin)	N/A
(7)	Drainage Control Fee (w/o Basin)	N/A
(8)	Engineering Review Fee	\$940.00
(9)	Construction Inspection Fee	\$1300.00
(10)	Administrative Review Fee	\$200.00
(11)	Geographical Information Systems Fee	\$1300.00
(12)	Natural Resources Inventory & Analysis Fee	N/A
(13)	Parkland Improvement Fee	N/A
(14)	Tree Removal Fee	N/A
(15)	Warning Siren Fee	N/A
(16)	Parkland Review Fee	N/A
(17)	Parkland Dedication Fee	N/A
	Total	\$6840.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, **2025**.

DEVELOPER:
GIBSON PAVING, LLC.

CITY OF LAKELAND:

By:_____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

DATE APPROVED BY BOARD OF COMMISSIONERS: _____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My Commission Expires: _____

“Exhibit A”

Site Development Fees Worksheet						
Gibson Paving Sanitary Sewer Extension				1 Lots	2.22 Acres	
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$3,100.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00					
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (\$500 + \$250 per acre)	\$500+250/acre		N/A			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (\$500 + \$200 per acre)	\$500+200/acre		\$940.00			
Construction Inspection Fee (\$1,000 + 300 per eru)	\$300.00		\$1,300.00			
Administrative Fee (\$200 for 1st lot and \$100 per lot thereafter)	Varies		\$200.00			
Natural Resources Inventory Fee (\$200 1st acre + \$25 per acre thereafter)	Varies		N/A			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees (\$35/300LF)	\$35.00		N/A			
Warning Siren (\$50 per lot)	\$50.00		N/A			
Tree Removal Fee (\$100 per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		N/A			
GIS Fee (\$1,000 1st acre + \$250/Acre)	Varies		\$1,300.00			
Parkland Improvement Fee (\$100 per lot)	\$100.00		N/A			
Parkland Review Fee	\$400+\$20/acre		N/A			
		Total =	\$6,840.00			
Total Amount Due			\$6,840.00			

Meeting Cycle: Thursday, September 18, 2025

Subject: **Resolution** - approving a contract extension with Quad County Environmental Solutions, LLC. for landfill disposal services.

Staff Contact: Michael Reed, Public Works Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-93-2025.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2025 Annual Budget for the Solid Waste Fund.

DISCUSSION

This extended contract with Quad County Environmental Solutions, LLC provides a Class I landfill for the disposal of municipal solid waste and construction debris. This will extend the contract for an additional five years. The previous rate of \$19.94 per ton has been raised to \$24.71 per ton. This increase reflects ninety percent of the 5.3% change in the Consumer Price Index Urban Consumers (CPI-U) "Garbage and trash collection" index (published by the Bureau of Labor Statistics, U.S. Department of Labor) published in July 2025. This is the method for price adjustments as prescribed under section Adjustment of Service Fees in our disposal contract.

RESOLUTION R-93-2025

APPROVING A CONTRACT EXTENSION WITH QUAD COUNTY ENVIRONMENTAL SOLUTIONS, LLC FOR LANDFILL DISPOSAL SERVICES

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to dispose of municipal solid waste and construction and demolition debris; and,

WHEREAS, Quad County Environmental Solutions is the owner of a Class I landfill.; and,

WHEREAS, Quad County Environmental Solutions is willing and able to provide these services; and,

WHEREAS, funding for this work is appropriated in the Fiscal Year 2026 Annual Budget for the Solid Waste Fund – Other Services:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute and the City Recorder attest to extend the contract with Quad County Environmental Solutions, LLC for landfill disposal services.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18th day of September 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



September 4, 2025

Mr. Michael Walker
10001 Hwy 70
Lakeland, TN 38002
Phone: 901-867-2719

RE: Notice of Price Increase for Contract for Waste Disposal

Dear Mr. Walker,

Quad County Landfill is founded on the belief that excellent customer service is the life blood of our business and that it is every employee's job to ensure that our customers are cared for with constant responsiveness and reliability. We have been honored to serve the city of Lakeland and we hope we have exceeded your expectations. Providing such excellent customer service comes with various costly expenses, many uncontrollable by Quad County Landfill.

To that end, despite our best efforts to keep these operating cost at a minimum, we have continued to see them rise. In order to continue to provide you with the quality service you deserve we believe it is now necessary to pass an increase to our customers. With that in mind, the new rate of \$24.71 per ton will become effective on our contract anniversary date, November 1st 2025.

This increase reflects ninety percent of the 5.3% change in the Consumer Price Index for Urban Consumers (CPI-U) "Garbage and trash collection" index (published by the Bureau of Labor Statistics, U.S. Department of Labor) published in July 2025. This is the method for price adjustments as prescribed under the section *Adjustment of Service Fees* in our disposal contract. Let this is also serve as a renewal letter for extending the contract for another 60 months upon board approval per contract.

Quad County Landfill wants to thank you for your business and reassure you of our commitment to provide the exceptional level of service you're accustomed to receiving. If you have any additional questions, please feel to contact us directly.

Sincerely,
Stephen Lytton
Municipal Marketing Manager
228-348-2909

Meeting Cycle: Thursday, September 18, 2025

Subject: **Resolution** - approving an agreement with the YMCA of Memphis and the Mid-South for a Lakeland fall break camp and spring break camp.

Staff Contact: Kim Odom

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-94-2025.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The YMCA of Memphis & the Mid-South would like to partner with the City of Lakeland to host a Lakeland Fall Break Camp in 2025 and a Spring Break Camp in 2026 at the IH Clubhouse. The Fall Break Camp will run from October 13 - October 17, 2025 and the Spring Break Camp will run from March 16 - March 20, 2026. The YMCA of Memphis & the Mid-South has operated a summer camp the past two year at the IH Clubhouse. These two camps are designed for ages 10-14, blending fun, freedom, and personal growth in an exciting, age-appropriate way. It's not just camp, it's an adventure!

RESOLUTION R-94-2025

APPROVING AN AGREEMENT WITH THE YMCA OF MEMPHIS & THE MID-SOUTH
FOR A LAKELAND FALL BREAK AND SPRING BREAK CAMP

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to host a Lakeland Fall Break and Spring Break Camp; and,

WHEREAS, the YMCA of Memphis & the Mid-South operated a Lakeland Summer Camp at a City of Lakeland facility in 2024 and 2025; and,

WHEREAS, the YMCA of Memphis & the Mid-South desires to operate a Lakeland Fall Break and Spring Break at a City of Lakeland facility for the first time in 2025 and 2026.

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 an agreement with the YMCA of Memphis & the Mid-South to host a Lakeland Fall Break Camp and Spring Break Camp.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18TH day of September 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

SUMMER CAMP LICENSE AGREEMENT

This License Agreement is made as of this _____ (the “Effective Date”), by and between of International Harvester Clubhouse - City of Lakeland of Lakeland, TN (hereinafter “Grantor”), having an address of 4523 Canada Rd, Lakeland, TN 38002 (the “Facility”) and YMCA OF MEMPHIS & THE MID-SOUTH (hereinafter “Licensee”), having an address 7171 Goodlett Farms Parkway, Cordova, TN 38016.

WHEREAS, Licensee has requested, and Grantor has agreed to grant, a license for the use of a portion of the Facility to Licensee, subject to the terms and conditions hereinbelow.

Grantor and Licensee agree as follows:

1. **Grant of License.** Subject to all of the terms and conditions of this License Agreement, Grantor grants to Licensee a temporary, non-exclusive, revocable and non-assignable license (the “License”) to use the portion of the Facility known as International Harvester Clubhouse - City of Lakeland and if necessary, as further described on Exhibit “A” annexed hereto (the “License Area”) for purposes of operating a youth-serving program, more particularly, a Summer Camp, to increase community access to quality school-age childcare and related programs and for no other purpose or use, with access to the License Area through the Facility.
2. **License Area.** Licensee acknowledges that it has inspected the License Area and that the License Area shall be in its “as is” condition existing on the Commencement Date (as defined below). Grantor has no obligation to perform any work, supply any materials or provide any equipment for Licensee’s use in connection with the program; neither shall Grantor incur any expense or make any alterations or improvements to prepare the License Area for License. Grantor will provide HVAC to the License Area for the program.
3. **Program.** Licensee will provide a program at the License Area during the hours from 6:30 am to 6:00 pm, Monday through Friday. YMCA has permission to enter International Harvester Clubhouse - City of Lakeland no earlier than 6:00am in order to get set up, unless arranged with the location in advance. International Harvester Clubhouse - City of Lakeland will provide the YMCA with keys and necessary alarm codes to open and close the building. Use of the License Area outside the aforesaid times must be approved by Grantor. Licensee will be operating a program providing Summer Camp activities and childcare. Licensee will provide all general program supplies, and Licensee shall operate the program in compliance with all local, state and federal laws, statutes, rules and regulations.
4. **Use of License Area.** The License Area shall be accessed by Licensee and the participants through the ENTRANCE DESCRIPTION at GRANTOR NAME. Restrooms for use by Licensee and the participants in the program will be limited to those restrooms inside the License Area. Specific outside recreational area and kitchen / refrigeration areas shall be designated for use by the Licensee for the program with specified access from the License Area to the recreational area and the times to be agreed upon between the parties. Prior to the 1

Commencement Date, Grantor and Licensee shall agree on what furniture, personal property and/or equipment, if any, located in the License Area will be available for use by the Licensee for the program. Licensee will repair or replace any and all furniture, personal property and/or equipment damaged due to the operation of the program in the License Area.

5. **Enrollment and Staffing.** Licensee will enroll children through its software program and maintain the records of all children who participate in the program. All staff working at the License Area for Licensee will have background checks completed and have completed Child Abuse Prevention training and meet all Licensee's staffing standards. Grantor will provide no staff for the program operated by the Licensee without express approval by Grantor; provided however, Grantor shall designate and identify to Licensee a staff person or staff persons on location who shall be Grantor's contact person for Licensee in connection with the use of the License Area and who shall monitor the activity within the License Area on behalf of Grantor.

6. **Term.** Subject to meeting all the requirements and conditions of the Grantor, the License shall commence on or about May 27, 2025 (the "Commencement Date") and shall expire and come to an end on August 1, 2025, unless sooner terminated in accordance with this License Agreement (such date, the "Expiration Date"). The term of this License Agreement may be extended upon mutual agreement of Grantor and Licensee.

7. **Service Charges.** Upon written mutual agreement on cost, Licensee shall pay or reimburse Grantor for: (a) extra cleaning and (b) any maintenance, repair or other service for which a separate charge is imposed by Grantor. Licensee shall reimburse Grantor for other costs incurred by Grantor and attributable to the program's operation, as mutually agreed between Grantor and Licensee. All charges payable pursuant to this Section (the "Service Charges") shall be paid on a net-30 basis of written demand therefore.

8. **Maintenance; Rules and Regulations.** Licensee shall maintain the License Area (or the area of the Facility used to access the License Area), including all designated program areas, in a clean, safe, and well-kept condition. Licensee is responsible for ensuring the cleanliness of these areas and shall arrange for any necessary cleaning services to meet the reasonable satisfaction of the Grantor. The cleanliness standards maintained by the Licensee shall be no less than those upheld by the Grantor for the Facility. To support ongoing maintenance, Licensee will conduct a routine walkthrough each Friday during the final 15 minutes of programming to assess cleanliness and ensure proper upkeep of the designated camp space. Additionally, Licensee shall provide its own cleaning supplies and paper products for program use. Licensee must adhere to all rules and regulations set forth by the Grantor, as well as comply with all applicable laws, ordinances, and governmental codes.

9. **Insurance.** Licensee shall, at its sole cost and expense, maintain during the term of this License Agreement (and renewal thereof, if any) the following insurance: commercial general liability insurance on an occurrence basis, provide "first dollar" coverage and be primary to all insurance applicable to the License Area by an insurance company licensed and authorized to do

business in the State of Tennessee with an A.M. Best's Financial Strength Rating of at least "A-, X" or better, which shall include contractual liability coverage and independent contractors coverage, in an amount of at least \$2,000,000 General Aggregate limit; \$1,000,000 2 per Occurrence limit; \$1,000,000 Personal Injury limit; \$1,000,000 for damage due to Casualty, including, but not limited to, Fire Damage; \$5,000 Medical Payments limit and workers compensation insurance as required by law. The policy shall also provide sexual abuse coverage with a limit of not less than \$1,000,000.00. If the policy covers more than one location, the general aggregate coverage should apply per location in the amounts required herein. Licensee hereby releases and waives all right of recovery which it might otherwise have against Grantor, other licensees or affiliated entities of Grantor, and their respective agents and employees by reason of any loss or damage resulting from any recovery, claim, action or cause of action against Grantor for damage or injury no matter how caused. Licensee shall submit to Grantor a copy of each such policy evidencing that all the above criteria have been met. Licensee shall name Grantor, and Grantor's lender (to be identified by Grantor), and any other parties reasonably designated by Grantor, as additional insureds. Each such insurance policy shall not be cancelable or subject to reduction or modification of coverage or limits without written notice to Grantor received at least thirty (30) days prior to the date of such cancellation or reduction.

10. **Indemnification.** Except to the extent caused by the negligence of the party to be indemnified, Licensee shall indemnify, defend with counsel acceptable to Grantor, and hold harmless Grantor and Grantor's principals, members, officers, employees, directors, agents, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and disbursements, which may arise in any manner out of Licensee's use or operation of the License Area or this License Agreement, and/or in connection with loss of life, bodily or personal injury or property damage (including damage to the License Area) arising from or out of all acts, failures, omissions or negligence of Licensee, or Licensee's agents, invitees, employees or contractors. Licensee shall further indemnify Grantor from any claim, expenses or liability arising out of the non-compliance with any local, state and federal laws, statutes, rules and regulations.

11. **Release and Waiver.** As part of the program, Licensee shall have the parents or guardians of each child participating in the program sign a Release and Waiver, releasing not only the Licensee, but also the Grantor, from all personal injuries that may be sustained by their children participating in the program or other liability arising from or connected with the operation of the program and further waive any and all claims and causes of actions against Licensee and Grantor that may arise as a result of their children participating in the program.

12. **Termination of License Agreement.**

A. **Without Cause.** Grantor or Licensee may terminate this License Agreement, on not less than thirty (30) days prior written notice to the other party, for any or no reason. On the date

specified in the notice as the termination date (which date shall be deemed to be the Expiration Date), the License shall be deemed revoked, Licensee shall quit all use and occupancy of the License Area, and Licensee shall no longer have access to the License Area.

B. For-Cause. Grantor may terminate this License Agreement if Licensee has defaulted under or breached any provision of this License Agreement, by giving not less than 3 seventy-two (72) hours' prior written notice to Licensee. On the expiration date of the seventy-two hour notice period provided in the preceding sentence (which date shall be deemed to be the Expiration Date): the License shall be deemed to be revoked, Licensee shall quit all use and occupancy of the License Area, and Licensee shall no longer have access to the License Area.

13. **Waiver of Responsibility.** Neither Grantor nor its principals, members, officers, employees, directors, agents, mortgagees, nor any of their successors and assigns, shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to Licensee's business or damage to person or property, sustained by Licensee or any person claiming by, through or under Licensee, resulting from any accident, loss of service or occurrence in, on or about the Facility. To the maximum extent permitted by law, Licensee agrees to use the License Area, and to use such other portions of the Facility as it may be entitled to use, at Licensee's own risk.

14. **Inspections and Repairs.** Licensee acknowledges that Grantor and/or Grantor's agents, representatives, contractors and/or employees have the right to inspect the License Area at any time and to perform any repairs, alterations, replacements, improvements and/or maintenance therein.

15. **Alterations.** Licensee shall make no decoration, alteration, addition or improvement ("Alteration") in the License Area, without the prior written consent of Grantor.

16. **Assignment or Sublicensing.** Licensee may not do any of the following: (a) assign its interest in this License Agreement, (b) sublicense all or any portion of the License Area, or (c) permit any other person or business to use all or any portion of the License Area. Any change in ownership or control of Licensee shall be deemed to be a prohibited assignment by Licensee of its interest in this License Agreement.

17. **License.** Licensee understands and agrees that this License Agreement, and the License granted hereunder, is not a lease, it does not establish a landlord-tenant relationship between the parties.

18. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this License Agreement, Grantor's liability hereunder is expressly limited to the sum of all Service Charges actually received by Grantor pursuant to this License Agreement.

19. **Counterparts.** This License Agreement may be executed in counterparts each of which shall be deemed an original and all counterparts together shall constitute the same instrument.

20. **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property and the subject matter thereof. There are no verbal agreements that change this Agreement and no waiver or amendment of any of its terms shall be effective unless in writing executed by the parties. 4

21. **Pdf Signatures and Electronic Means.** For purposes of this License Agreement, any signature transmitted by email (in pdf format) or other electronic means shall be considered to have the same legal and binding effect as any original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The duly authorized signatory of the respective parties has executed this License Agreement as of the date above written.

GRANTOR:

International Harvester Clubhouse - City of Lakeland

By:_____

Name:

Title:

LICENSEE:

YMCA OF MEMPHIS & THE MID-SOUTH

By:_____

Name:

Title:

Meeting Cycle: Thursday, September 18, 2025

Subject: **Resolution** - authorizing the submission of an application for the Youth Sports Access Grant 2025 grant cycle from the National Parks and Recreation Association.

Staff Contact: John Proctor, Recreation Manager, Andrew Fisher, Chief Parks and Recreation Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-95-2025.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

**NRPA- National Recreation and Parks Association
Youth Sports Access Grant 2025**

The City of Lakeland Parks and Recreation Department would like to apply for this grant to provide the infrastructure needed to install field lighting for our new t-ball field at City Hall park. This project would activate our t-ball field space by expanding our current baseball program and providing more opportunities in the future through baseball and softball. This grant has the NRPA partnering with Musco Lighting to support advancing local solutions that are proven to increase access in youth sports.

- Increasing the number of youth with access to sports opportunities
- Giving local parks and recreation departments technical assistance through networking opportunities and peer learning
- By using infrastructure improvements to break down barriers

Timeline:

- Application is Due by October 10th
- Grantees Notified by January 15th, 2026

Project would start in January of 2026 and need to be completed by June 30th, 2027. Grant

Funding: NRPA will award \$20,000 to seven organizations who propose a project that is focused on breaking down barriers in access to youth sports

In addition, the awarded agencies will receive funding support between \$50,000- \$100,000 to install an in-kind donation from Musco Lighting. Grant Requirements:

- Agencies must propose a project that activates their chosen infrastructure and removes barriers
- Requires a detailed plan to install the selected infrastructure
- Grantees will be required to fully attend and participate in the Youth Sports Learning Community

RESOLUTION R-95-2025

AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE YOUTH SPORTS
ACCESS GRANT 2025 GRANT CYCLE FROM THE NATIONAL PARKS AND
RECREATION ASSOCIATION

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to install ball field lighting that will assist in providing additional opportunities for youth programming and,

WHEREAS, grant funds to assist with this project are available through the Youth Sports Access Grant 2025 grant cycle from the National Parks and Recreation Association; and,

WHEREAS, Staff proposes to submit an application for the Youth Sports Access Grant 2025 grant cycle from the National Parks and Recreation Association to assist with the installation of ball field lightning and programming for our new t-ball field:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to submit an application for the Youth Sports Access Grant 2025 grant cycle from the National Parks and Recreation Association.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18TH day of September 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, September 18, 2025

Subject: **Resolution** - approving a Special Event Permit application from the Lakeland Arts Council for an event at the Lakeland Town Center Planned Development on October 25, 2025.

Staff Contact: Paul Luker, Chief Planning Officer

STAFF RECOMMENDATION

Staff recommends approval of this application.

BUDGET IMPACT

There is no budget impact for this item.

DISCUSSION

City Staff has reviewed the attached application for compliance with the regulations as established by the Board of Commissioners in Ordinance 0-5-2025 and is recommending approval of the application as submitted.

RESOLUTION R-96-2025

APPROVING A SPECIAL EVENT PERMIT APPLICATION FROM THE LAKELAND
ARTS COUNCIL FOR AN EVENT AT THE LAKELAND TOWN CENTER PLANNED
DEVELOPMENT ON OCTOBER 25, 2025

WHEREAS, the Lakeland Arts Council has submitted an application for a special event permit, in accordance with Ordinance O-7-2025, to conduct an event on October 25, 2025; and

WHEREAS, the special event is proposed to take place at the Lakeland Town Center Planned Development; and

WHEREAS, the applicant has submitted all required documents, and has complied with all applicable regulations under the Lakeland Municipal Code and other relevant local, state, and federal laws; and

WHEREAS, the City of Lakeland has reviewed the application and finds that the event will serve the public interest, and can be conducted in a manner that minimizes disruption and ensures public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the special event permit application is approved for the Lakeland Arts Council event at the Lakeland Town Center Planned Development to be held on October 25, 2025.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 18th day of September 2025, the public welfare requiring it.

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: Lakeland Arts Council
Contact Person: Wesley Wright
Mailing Address: 9160 US64 Suite 12 #184 Lakeland TN
Phone Number: 901-490-4983 Email: lakelandartsCouncil@gmail.com
Is this a Non-Profit Organization? ☒ Yes ☐ No (If yes, attach 501(c)(3) verification.)

SECTION 2 – EVENT DETAILS

Name of Event: Lakeland Arts Festival
Event Description and Purpose: arts festival with live music
Date(s) of Event: October 25th
Event Time: From 10 AM/PM To 3 AM/PM
Setup Time: From 7 AM/PM To 4 AM/PM
Location (Check One): ☒ Commercially Zoned Private Property ☐ City-Owned Property
☐ School-Owned Property
Venue Address: Lakeland Town Square 4815 Market Green
Expected Attendance: 3,000 Place W. Lakeland TN 38002

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. *will email*

SECTION 4 – SAFETY AND LOGISTICS

Describe Security and Crowd Control Measures:

will have DECA from LPS help along with other volunteers

Will amplified sound be used? ☒ Yes ☐ No

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

Trash Disposal Plan: _____

place in LTS garbage bins

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

will email

- ☐ 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: *[Signature]* Date: *9/10/25*

SECTION 9 – CITY USE ONLY

Date Received: *9/10/25 minus attachments*

Reviewed by: _____

Permit Number: _____

Approval Status: ☐ Approved ☐ Denied

Overflow Parking in Field

HWY 70 side

V #'s 50-54

V #'s 43-49

Festival
Parking

Hosp
Tent
Next
Gen

Lions Lane

Phase One

Crossing Guard

Phase Two

Restrooms

C.O.S.

LOT 1

Food
Trucks

Picnic
Area

Bounce
House

#'s 55-58

V #'s 1-3

V #'s 4-6

Vendor #'s 11-20

Vendor #'s 21-30

Vendor #'s 31-40

Restrooms

#'s 59-62

age Market Lane (Landscape Plate D)

C.O.S.

Vendor
Parking

Mem-Arl side



Board of Commissioners

Meeting Cycle: Thursday, September 18, 2025

Subject: **Discussion and Possible Action** - regarding the 2026 Freedom Festival and fireworks show.

Staff Contact: Andrew Fisher, Chief Parks and Recreation Officer

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



Board of Commissioners

Meeting Cycle: Thursday, September 18, 2025

Subject: **Discussion and Possible Action** - regarding City of Lakeland properties.

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION