



Board of Commissioners
Regular Meeting Agenda
Thursday, October 16, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
 1. Fiscal year to date through September 30, 2025
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. **Sheriff's Report** - September 2025
 2. City Manager's Report
 3. Commissioners' Reports
 - a. **Municipal Planning/Design Review Commission** - *Commissioner Atkinson*
 - b. **Community Advisory Board** - *Vice Mayor Dial*
 4. Mayors Report
 - a. Proclamation establishing October 28, 2025 as National First Responders Day.
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - October 2, 2025 (Beer Board)
2. **Approval of previous meeting minutes** - October 2, 2025 (Board of Commissioners)
3. **Resolution** — authorizing the submittal of an application to the Tennessee Department of Transportation for the State Infrastructure Fund.
4. **Resolution** — approving an agreement with Wagner General Contractors, Inc. for the Windward Slopes Park Retention Pond project.
5. **Resolution** - accepting public improvements for Kensington Manor Phase 1 and authorizing the reduction of Security for Public and Common Improvements for Kensington Manor Phases 1 and 2.
6. **Resolution** — approving a residential subdivision development contract with Arborview Developments, LLC for Heathfield at Scott's Creek Planned Development Phase 2.
7. **Resolution** - approving the purchase of a CAT 304 mini excavator from Thompson Machinery through State of Tennessee Statewide Contract #73124.
8. **Resolution** - approving an agreement with Pyro Shows Inc. to provide a fireworks display for the City of Lakeland 2026 Freedom Festival.
9. **Resolution** - authorizing appointments to the Community Advisory Board. *Sponsored by Vice Mayor Dial*
10. **Discussion and Possible Action** - regarding the technology needs of the Municipal Planning/Design Review Commission. - *Sponsored by Commissioner Atkinson*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

TREASURER'S REPORT

July 1, 2025 through
September 30, 2025

SEPTEMBER GENERAL FUND

Fund Balance	Beginning Fund Balance	Sept Fund Balance
Non-Spendable	-	-
Committed	2,220,852	2,322,016
Assigned	243,841	243,841
Unassigned	5,040,839	5,015,848
Total Fund Balance	7,505,532	7,581,705
Change in Fund Balance	-	(76,173)

General Fund



Revenue:

\$772,709



Expenditures:

\$2,164,075



Other Financing Sources
(Uses):

\$1,467,538



Change In Fund Balance:

(\$76,173)

Highlights YTD

Revenue YTD

- Property Tax Revenue: \$55,413
- Local Tax Revenue: \$334,711
- State Shared Revenue: \$133,505

Expenditure YTD

- Expenditures at 20% of budget excluding capital projects
- Capital projects at \$292,000– includes the final payment for the T-Ball Field and work on the Community Center

Other Financing Sources(Uses)

- Source - Interim financing for the Community Center
- Use – Transfers to Debt Service

Change in Fund Balance YTD

- Decrease of \$76,173

SEPTEMBER STATE STREET FUND

Beginning Fund Balance: \$1,274,831

Change in Fund Balance : (\$133,695)

Ending Fund Balance: \$1,141,136

State Street Aid Fund



Revenue:

\$45,833



Expenditures :

\$179,528



Change in Fund Balance:

(\$133,695)

Highlights YTD

Revenue

- Received \$45,833 in state shared revenue and grants

Expenditures

- Spent \$65,000 on equipment for road maintenance
- Personnel expenses at 25% of budget

Change in Fund Balance

- Decrease of \$133,695

SEPTEMBER STORM WATER FUND

Beginning Fund Balance: \$309,732

Change in Fund Balance: (\$8,696)

Ending Fund Balance: \$301,036

Storm Water Fund



Revenue:

\$36,100



Expenditures :

\$44,796



Change in Fund Balance:

(\$8,696)

Highlights YTD

Revenue

- Received \$36,000 in fees

Expenditures

- Personnel & Admin expenses at 15% of budget
- Capital expenditures were \$27,400 which was the completion of the Oliver Creek bank stabilization

Change in Fund Balance

- Decrease of \$8,696

SEPTEMBER SOLID WASTE FUND

Beginning Fund Balance: \$386,436
Change in Fund Balance: (\$74,983)
Ending Fund Balance: \$311,453

Solid Waste Fund



Revenue: \$236,892



Expenditures : \$311,875



Change in Fund Balance: (\$74,983)

Highlights YTD

Revenue

- Received \$236,892 in collection fees

Expenditures

- Personnel & admin expenses at 27% of budget
- Contracted services at \$257,000 - 18% of budget

Change in Fund Balance

- Decrease of \$74,983

SEPTEMBER SEWER FUND

Beginning Net Position: \$14,323,145

Change in Net Position: \$438,079

Ending Net Position: \$13,885,066

Sewer Fund



Operating Revenue:
\$540,069



Operating Expenses:
\$737,000



Operating Income (Loss):
(\$196,931)



Change in Net Position:
(\$438,079)

Highlights YTD

Revenue

- Received \$540,069 in service and connection fees

Expenses

- Personnel and administrative expenses at 24% of spending plan
- Interest and agent fees at \$241,157
- Operating Loss of (\$196,931)

SEPTEMBER FINANCIAL STATEMENTS



City of Lakeland, Tennessee
Outstanding Debt as of September 30, 2025

Beverle Rivera Roadway Extension	\$ 1,089,205.00
LSS High School Construction	\$ 43,142,762.00
LSS Middle School Construction	\$ 13,809,710.00
Total General Obligation debt	\$ 58,041,677.00
Public Works Projects - Sewer Interceptor	\$ 22,530,665.00
Public Works Projects - Sewer Treatment Plant	\$ 716,000.00
Total Sewer Utility Debt	\$ 23,246,665.00
Total Debt	\$ 81,288,342.00

City of Lakeland
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
September 30, 2025

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 8,246,079	\$ 106	\$ 116,923	\$ 247,730	\$ 311,088	\$ 8,921,926
Receivables						
Property taxes, net of allowance	6,248,039	-	-	-	-	6,248,039
Grants	182,688	-	-	-	-	182,688
Other	-	-	-	-	-	-
Due from other governments	-	-	19,016	-	-	19,016
Due from other funds	-	-	1,000,000	53,000	-	1,053,000
Prepaid items	-	-	-	-	-	-
Advances Receivable	375,873	-	-	-	-	375,873
Inventory	5,668	-	-	-	-	5,668
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 15,058,347</u>	<u>\$ 106</u>	<u>\$ 1,135,939</u>	<u>\$ 300,730</u>	<u>\$ 311,088</u>	<u>\$ 16,806,210</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 10,002	\$ -	\$ (5,197)	\$ (306)	\$ (365)	\$ 4,134
Deposits	154,422	-	-	-	-	154,422
Due to other funds	1,064,520	-	-	-	-	1,064,520
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>1,228,944</u>	<u>-</u>	<u>(5,197)</u>	<u>(306)</u>	<u>(365)</u>	<u>1,223,076</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	6,241,253	-	-	-	-	6,241,253
Grants	6,445	-	-	-	-	6,445
Other	-	-	-	-	-	-
Total deferred inflows of resources	<u>6,247,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,247,698</u>
FUND BALANCES						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	301,036	-	301,036
Committed	2,322,016	106	1,141,136	-	-	3,463,258
Assigned	243,841	-	-	-	-	243,841
Unassigned	5,015,848	-	-	-	311,453	5,327,301
Total fund balances	<u>7,581,705</u>	<u>106</u>	<u>1,141,136</u>	<u>301,036</u>	<u>311,453</u>	<u>9,335,436</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 15,058,347</u>	<u>\$ 106</u>	<u>\$ 1,135,939</u>	<u>\$ 300,730</u>	<u>\$ 311,088</u>	<u>\$ 16,806,210</u>

City of Lakeland
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
September 30, 2025

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 55,413	\$ -	\$ -	\$ -	\$ -	\$ 55,413
Local taxes	334,711	-	-	-	-	334,711
Intergovernmental	133,505	-	45,833	-	-	179,338
Licenses and permits	35,349	-	-	-	-	35,349
Charges for services	31,518	-	-	36,100	236,892	304,510
Federal, state, and local grants	86,516	-	-	-	-	86,516
Interest income	85,486	-	-	-	-	85,486
Contributions	-	-	-	-	-	-
Other	10,211	-	-	-	-	10,211
Total revenues	772,709	-	45,833	36,100	236,892	1,091,534
EXPENDITURES						
Current						
General government	703,651	-	-	-	-	703,651
Community development	389,655	-	-	-	-	389,655
Public works	339,501	-	110,122	17,383	305,060	772,066
Parks and recreation	439,367	-	-	-	-	439,367
Capital Outlay	291,900	-	69,406	27,413	6,815	395,534
Debt Service						
Principal	-	17,307	-	-	-	17,307
Interest and fiscal charges	-	207,382	-	-	-	207,382
Total expenditures	2,164,074	224,689	179,528	44,796	311,875	2,924,962
Excess of revenues over expenditures	(1,391,365)	(224,689)	(133,695)	(8,696)	(74,983)	(1,833,428)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	1,692,235	-	-	-	-	1,692,235
Issuance of leases	-	-	-	-	-	-
Transfers in	-	224,697	-	-	-	224,697
Transfers out	(224,697)	-	-	-	-	(224,697)
Total other financing sources (uses)	1,467,538	224,697	-	-	-	1,692,235
Net change in fund balances	76,173	8	(133,695)	(8,696)	(74,983)	(141,193)
Fund balances - beginning	7,505,532	98	1,274,831	309,732	386,436	9,476,629
Fund balances - ending	\$ 7,581,705	\$ 106	\$ 1,141,136	\$ 301,036	\$ 311,453	\$ 9,335,436

City of Lakeland, TN
SEWER FUND
STATEMENT OF NET POSITION
September 30, 2025

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,278,351
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	<u>1,280,072</u>

Capital assets:

Capital assets, not being depreciated	25,077,720
Capital assets, being depreciated - net	<u>12,971,346</u>
Total capital assets	38,049,066

Net pension asset

Total assets	<u>-</u> 39,329,138
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	26,510
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	29,330
Deposits	-
Advances payable to General Fund	-
Current portion of notes payable	<u>688,000</u>
Total current liabilities	717,330

Noncurrent liabilities:

Net pension liability	28,464
Notes payable, net of current portion	<u>24,723,882</u>
Total liabilities	25,469,676

DEFERRED INFLOWS OF RESOURCES

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

Net investment in capital assets	12,637,184
Unrestricted	<u>1,247,882</u>
Total net position	<u>\$ 13,885,066</u>

City of Lakeland, Tennessee

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

September 30, 2025

	Prior YTD 09/30/24	Current YTD 09/30/25	Plan FY 2026
Operating revenues:			
Sewer service fee	\$ 258,783	\$ 520,119	\$ 3,039,067
Service connection fees	10,350	19,950	509,650
Operating grants	-	-	2,614,797
Total operating revenues	<u>269,133</u>	<u>540,069</u>	<u>6,163,514</u>
Operating expenses:			
Personnel expenses	(107,095)	(181,679)	(870,216)
General and administrative	(132,925)	(270,821)	(1,037,100)
Depreciation	(145,000)	(284,500)	(1,138,000)
Total operating expenses	<u>(385,020)</u>	<u>(737,000)</u>	<u>(3,045,316)</u>
Operating Income (Loss)	(115,887)	(196,931)	3,118,198
Nonoperating revenues (expenses):			
Interest income	37	9	5,500
Interest and agent fee expense	(33,951)	(241,157)	(198,790)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(33,914)</u>	<u>(241,148)</u>	<u>(193,290)</u>
Change in net position	(149,801)	(438,079)	2,924,908
Capital Contributions	-	-	-
Net position - beginning of year	<u>14,239,800</u>	<u>14,323,145</u>	<u>14,323,145</u>
Net position - Sep-30	<u>\$ 14,089,999</u>	<u>\$ 13,885,066</u>	<u>\$ 17,248,053</u>

City of Lakeland, Tennessee
SEWER FUND
STATEMENT OF CASH FLOWS
September 30, 2025

	<u>Current YTD</u> <u>09/30/25</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 765,911
Payments to suppliers/operating costs	<u>(452,500)</u>
Net cash provided by operating activities	313,411
 Cash flows from noncapital financing activities:	
Transfer of grant funds to General Fund	-
 Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Proceeds from debt issuance	1,159,267
Acquisition and construction of capital assets	(1,666,653)
Interest paid on capital debt	<u>(241,157)</u>
Net cash used by capital and related financing activities	(748,543)
 Cash flows from investing activities:	
Interest income received	<u>9</u>
 Net increase (decrease) in cash and cash equivalents	(435,123)
 Cash and cash equivalents - beginning of year	<u>1,713,474</u>
 Cash and cash equivalents - Sep-30	<u><u>\$ 1,278,351</u></u>

City of Lakeland

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

September 30, 2025

	Prior YTD 09/30/24	Current YTD 09/30/25	Budget FY 2026	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 25,593	\$ 55,413	\$ 6,511,564	0.85%
Local Taxes	26,087	334,711	4,577,218	7.31%
Intergovernmental	-	133,505	2,304,366	5.79%
Licenses and permits	20,425	35,349	298,973	11.82%
Charges for services	20,420	31,518	298,759	10.55%
Federal, State, and Local Grants	114,391	86,516	10,879,200	0.80%
Contributions	-	-	-	#DIV/0!
Other	58,205	95,697	348,000	27.50%
Total Revenues	<u>265,121</u>	<u>772,709</u>	<u>25,218,080</u>	<u>3.06%</u>
EXPENDITURES				
Current				
General government	(495,581)	(703,651)	(3,302,161)	21.31%
Community Development	(145,071)	(389,655)	(2,687,823)	14.50%
Public Works	(150,788)	(339,501)	(1,399,626)	24.26%
Parks and Recreation	(171,407)	(439,367)	(1,939,614)	22.65%
Capital Projects	(8,982)	(291,900)	(24,584,300)	1.19%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(971,829)</u>	<u>(2,164,074)</u>	<u>(33,913,524)</u>	<u>6.38%</u>
Excess (deficiency) of revenues over (under) expenditures	(706,708)	(1,391,365)	(8,695,444)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	1,692,235	8,600,000	
Issuance of Leases	-	-	-	
Transfers in	-	-	-	
Transfers out	(15,105)	(224,697)	(8,703,086)	
Total Other Financing Sources	<u>(15,105)</u>	<u>1,467,538</u>	<u>(103,086)</u>	
Net Change in Fund Balance	<u>\$ (721,813)</u>	<u>\$ 76,173</u>	<u>\$ (8,798,531)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		(101,164)		
Restricted Fund Balance				
Assigned Fund Balance				
Nonspendable Fund Balance				
Unassigned Fund Balance		177,337		
Net Change in Fund Balance		<u>\$ 76,173</u>		

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
September 30, 2025

	Prior YTD 09/30/24	Current YTD 09/30/25	Budget FY 2026
REVENUES:			
State shared revenue	\$ -	\$ 45,833	\$ 480,330
Grant Revenue	-	-	117,000
Total revenues	-	45,833	597,330
EXI in state shared revebue and			
Personnel expenses	(38,361)	(49,144)	(200,280)
Public works	(18,898)	(60,978)	(5,369,230)
Capital projects	(2,091)	(69,406)	(174,879)
Total expenditures	(59,350)	(179,528)	(5,744,389)
Net excess (deficiency) of revenues over expenditures	(59,350)	(133,695)	(5,147,059)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	2,677,688
Total other financing sources (uses):	-	-	2,677,688
Net change in fund balance	<u>\$ (59,350)</u>	<u>\$ (133,695)</u>	<u>\$ (2,469,371)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
September 30, 2025

	Prior YTD 09/30/24	Current YTD 09/30/25	Budget FY 2026
REVENUES:			
Storm Water Fees	\$ 17,299	\$ 36,060	\$ 219,208
Other	-	40	-
Total revenues	<u>17,299</u>	<u>36,100</u>	<u>219,208</u>
EXPENDITURES:			
Personnel expenses	(11,072)	(15,975)	(69,461)
General and administrative	(700)	(1,408)	(41,160)
Capital	-	(27,413)	(110,000)
Total expenditures	<u>(11,772)</u>	<u>(44,796)</u>	<u>(220,621)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	<u>\$ 5,527</u>	<u>\$ (8,696)</u>	<u>\$ (1,413)</u>

City of Lakeland
DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
September 30, 2025

	YTD 09/30/25	Budget FY 2026
Revenues:		
Interest	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>
Expenditures:		
Principal	(17,307)	(1,107,239)
Interest	(5,078)	(1,392,772)
Dues and Fees	(202,304)	(150,000)
Total Expenditures	<u>(224,689)</u>	<u>(2,650,011)</u>
 Net excess (deficiency) of revenues over expenditures	 (224,689)	 (2,650,011)
 Other Financing Sources (Uses):		
Transfers In	224,697	4,887,094
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>224,697</u>	<u>4,887,094</u>
 Net Change in Fund Balance	 <u>\$ 8</u>	 <u>\$ 2,237,083</u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

September 30, 2025

	Prior YTD 09/30/24	Current YTD 09/30/25	Budget FY 2026
REVENUES:			
Solid waste collection fees	\$ 116,122	\$ 236,892	\$ 1,587,376
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
Total revenues	<u>116,122</u>	<u>236,892</u>	<u>1,587,376</u>
EXPENDITURES:			
Personnel expenditures	(19,365)	(25,230)	(71,889)
General and administrative	(80,189)	(22,823)	(102,900)
Contracted services	(1,479,523)	(257,007)	(1,495,000)
Capital	(636)	(6,815)	(13,000)
Total expenditures	<u>(1,579,713)</u>	<u>(311,875)</u>	<u>(1,682,789)</u>
Net excess (deficiency) of revenues over expenditures	(1,463,591)	(74,983)	(95,413)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	95,984
Net change in fund balance	<u>\$ (1,463,591)</u>	<u>\$ (74,983)</u>	<u>\$ 571</u>

APPENDIX A – BUDGETARY TRANSFERS



Account Number	Account Description	Original Budget	Budget Transfers	Revised Budget
110 E 41000 148 000 00000 000	GOV - Education/Training	5,000.00	8,000.00	13,000.00
110 E 41000 212 000 00000 000	GOV - Employee Engagement	6,000.00	-30	5,970.00
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	15,000.00	30	15,030.00
110 E 41000 235 000 00000 000	GOV - Memberships/Tuition	0	210	210
110 E 41000 246 000 00000 000	GOV - Facility Rental	165,000.00	-44,050.00	120,950.00
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	8,000.00	36,550.00	45,950.00
110 E 41000 267 000 00000 000	GOV - Rep & Maint HVACPlumb	1,500.00	7,500.00	9,000.00
110 E 41000 296 000 00000 000	GOV - Keep Lakeland Beautiful	13,000.00	-8,000.00	5,000.00
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	10,000.00	-210	9,790.00
110 E 43000 148 000 00000 000	PW - Education/Training	6,000.00	500	6,500.00
110 E 43000 254 000 00000 000	PW - Architectural, Engineerin	15,000.00	-7,580.00	7,420.00
110 E 43000 906 000 00000 000	PW - Street Drainage Improveme	0	7,080.00	7,080.00
424 E 43260 220 000 00000 000	SDW - Printing	3,000.00	-3,000.00	0
424 E 43260 333 000 00000 000	SDW - Other Equip Parts & Rep	10,000.00	3,000.00	13,000.00

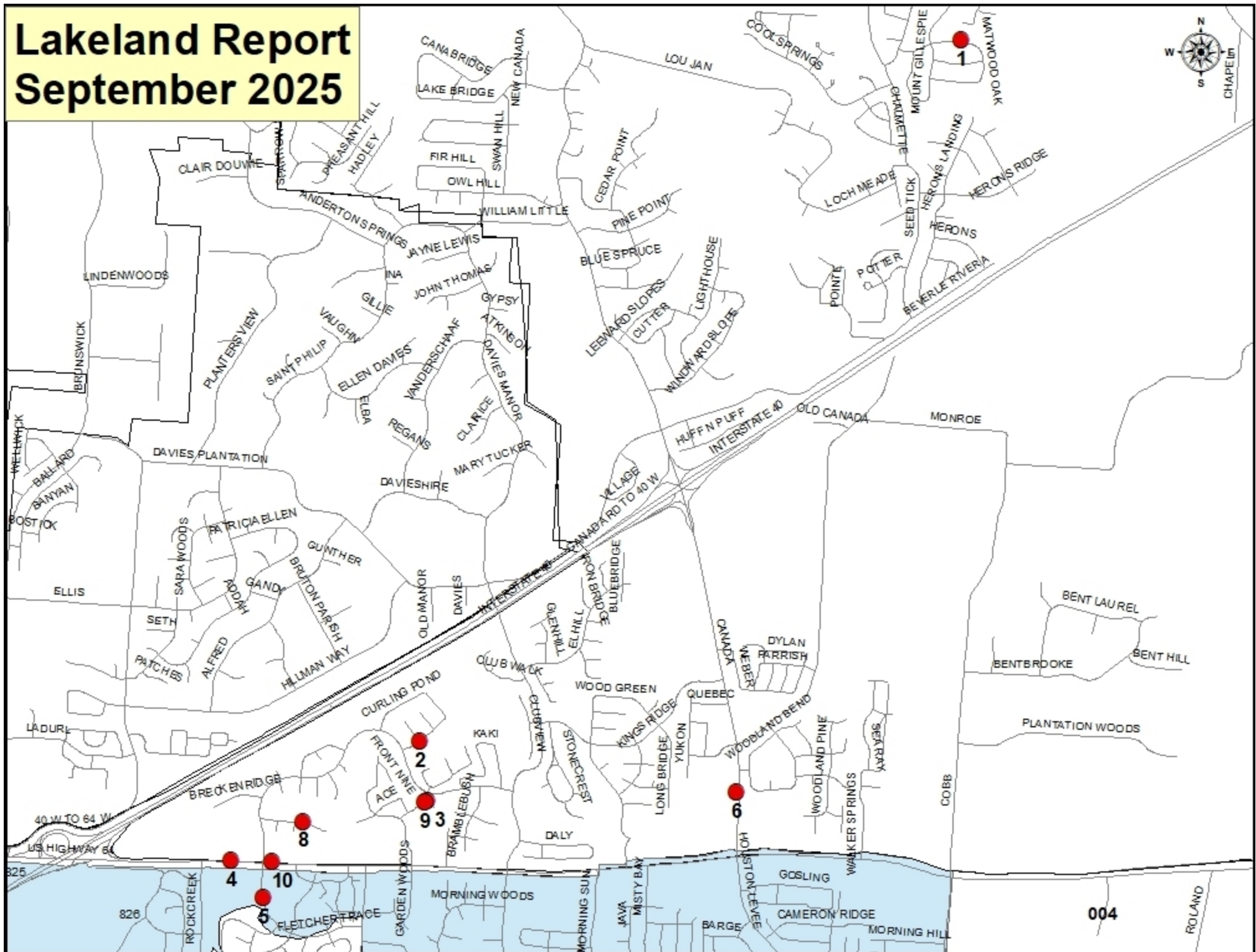
Shelby County Sheriff's Office



Crime Report

Lakeland
September 2025

Lakeland Report September 2025



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF INCIDENT
1	2509000768SH	Burglary/Residential		9/18/2025
2	2509000805SH	MVT/Passenger Vehicle	FRONT DOOR	9/19/2025
3	2509000759SH	MVT/Passenger Vehicle		9/18/2025
4	2509000432SH	Shoplifting/Misdemeanor	FRONT DOOR THROUGH UNLOCKED DOOR	9/10/2025
5	2509000705SH	Shoplifting/Misdemeanor	FRONT DOOR LAWFUL	9/16/2025
6	2509001038SH	Theft from Building	BROKE	9/24/2025
7	2509000204SH	Theft from Building	FRONT DOOR	9/5/2025
8	2509000076SH	Theft from Motor Vehicle	FRONT DOOR THROUGH UNLOCKED DOOR	9/2/2025
9	2509000591SH	Vandalism/Felony		9/14/2025

All Incident Count

Incident	Total
Burglary/Residential	1
False Pretenses/Swindle/Confidence Game	1
MVT/Passenger Vehicle	2
Shoplifting/Misdemeanor	2
Simple Assault/DV	1
Theft from Building	2
Theft from Motor Vehicle	1
Vandalism/Felony	1
Grand Total	11

Tracked Count

Tracked Crimes	Sep-25	Aug-25	Sep-24
Agg Assault	0	3	0
Burg Bus	0	0	0
Burg Const	0	0	0
Burg Res	1	2	1
MVT	2	6	2
Other Lar	2	1	2
Robb Ind	0	0	0
Theft Fm Bldg	2	1	2
Theft fm Mot Veh	1	4	1
Vandalism	1	3	1
Totals	9	20	9

END OF PRESENTATION



Proclamation

WHEREAS, first responders—including public works professionals, firefighters, police officers, emergency medical technicians, 911 operators, paramedics, and other emergency personnel—stand on the front lines of our communities, selflessly serving and protecting the citizens of The City of Lakeland in times of crisis; and,

WHEREAS, first responders respond swiftly and courageously to emergencies, often putting their own lives at risk to ensure the safety and well-being of others, whether in natural disasters, accidents, medical emergencies, or public health and safety threats; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in The City of Lakeland to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and other first responder efforts in their respective communities; and,

WHEREAS, as of 2019 the US Senate has included language recognizing public works alongside fellow/other first responders,

NOW, THEREFORE, I, Josh Roman, the Mayor of the City of Lakeland, Tennessee, do hereby designate October 28, 2025, as National First Responders Day. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies paying tribute to our public works first responders alongside law enforcement, firefighters, paramedics, emergency medical technicians, 911 operators, and other emergency personnel, to recognize the substantial contributions they make to protecting our national health, safety, and advancing the quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 16th day of October 2025.

Josh Roman, *Mayor*
City of Lakeland, Tennessee



Beer Board

Regular Meeting Minutes

Thursday, October 2, 2025, 5:00 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Dial 5:00 p.m. on Thursday, October 2, 2025.

II. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Vice-Mayor Michele Dial	Present
Commissioner Connie McCarter	Present
Commissioner Derek Johnston	Present - late arrival 5:04pm
Mayor Josh Roman	Absent

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, Chief Parks and Recreation Officer Andrew Fisher and City Recorder Cheyenne Carter.

III. PUBLIC COMMENTS:

None

IV. REGULAR AGENDA:

1. **Discussion and Possible Action** - regarding Margarita's Mexican Restaurant's violation of Chapter 2 of the City of Lakeland Municipal Code.

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

City Attorney Will Patterson presented this item.

Discussion ensued.

Commissioner Atkinson motioned to fine the business \$2,500 seconded by Vice Mayor Dial.

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

2. **Discussion and Possible Action** - regarding Portales Mexican Tapas and Tequila violation of Chapter 2 of the City of Lakeland Municipal

Code.

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

City Attorney Will Patterson presented this item.

Discussion ensued.

The business owner presented information to the board members.

Discussion ensued.

Vice Mayor Dial motioned to fine the business \$2,500, seconded by Commissioner Atkinson.

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

V. ANNOUNCEMENTS:

None

VI. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 5:10pm on Thursday, October 2, 2025.

These minutes were approved on October 16, 2025.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder



Board of Commissioners
Regular Meeting Minutes
Thursday, October 2, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Dial 5:30 p.m. on Thursday, October 2, 2025.

II. INVOCATION:

The invocation was offered by City Manager Michael Walker.

III. PLEDGE:

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

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, Chief Planning Officer Paul Luker, Chief Parks and Recreation Officer Andrew Fisher, Chief Utilities and Infrastructure Officer Emily Harrell, Executive Administrative Assistant Jasmine Barbee, Special Event Coordinator Alex Harris and City Recorder Cheyenne Carter.

V. PUBLIC HEARING:

1. **Ordinance- Second and Final Reading** - amending the fiscal year 2025 annual budget passed by Ordinance O-5-2024.
No comments were heard at this time.
2. **Ordinance- Second and Final 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.
No comments were heard at this time.

VI. TREASURER'S REPORT:

1. Fiscal Year End as of June 30, 2025 (unaudited)
This report was offered by Chief Finance Officer Sue Matthews.

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

1. Sheriff's Report - August 2025
This report was offered by City Manager Michael Walker.
2. City Manager's Report - September 2025
This report was offered by City Manager Michael Walker.
- a. Refreshed Adopt-A-Street Initiative
This report was offered by Executive Administrative Assistant Jasmine Barbee.
3. Commissioners' Reports
 - a. Industrial Development Board - Commissioner Johnston
This report was offered by Commissioner Johnston.
 - b. Municipal Planning/Design Review Commission - Commissioner Atkinson
This report was offered by Commissioner Atkinson.
 - c. Parks and Recreation Board - Vice Mayor Dial
This report was offered by Chief Parks and Recreation Officer Andrew Fisher.

VIII. PUBLIC COMMENTS:
None.

IX. SEWERAGE COMMISSION BUSINESS:
None.

X. CONSENT AGENDA:
None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - September 18, 2025
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Johnston.

Discussion ensued.

Vice Mayor Dial motioned to correct a misspelling on page 6, seconded by Commissioner Atkinson.

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

2. **Ordinance- Second and Final Reading** - amending the fiscal year 2025 annual budget passed by Ordinance O-5-2024.

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

Discussion ensued.

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

3. **Ordinance- Second and Final 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.

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

Applicant Cory Brady presented information to the board members.

Discussion ensued.

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

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

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

Special Events Coordinator Alex Harris presented this item.

Discussion ensued.

Commissioner Atkinson motion for staff to continue planning the 2026 fireworks event seconded by Commissioner Johnston.

When the question was called the motioned passed, voice vote, 3 in favor 1 against 0 abstain (3-1-0).

XII. ANNOUNCEMENTS:
None

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:16pm on Thursday, October 2, 2025.

These minutes were approved on October 16, 2025.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

DRAFT

Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** — authorizing the submittal of an application to the Tennessee Department of Transportation for the State Infrastructure Fund.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-99-2025.

BUDGET IMPACT

There is no budgetary impact resulting from this resolution.

DISCUSSION

The Tennessee Department of Transportation ("TDOT") is soliciting applications for the State Infrastructure Fund ("SIF") which aids local governments and authorities by providing them with low-interest loans administered through the Tennessee Local Development Authority ("TLDA") to help in the construction of transportation infrastructure projects. The City proposes to apply for this loan to cover the construction cost of the Highway 70/Seed Tick Road Traffic Signal project. At this time, the City does not know when we will hear back about award funding.

RESOLUTION R-99-2025

AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR THE STATE INFRASTRUCTURE FUND

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to apply for financial assistance for the construction of the Traffic Signal at Highway 70 and Seed Tick Road; and,

WHEREAS, the Tennessee Department of Transportation is soliciting applications for the State Infrastructure Fund to provide additional funds to local governments for transportation infrastructure projects; and,

WHEREAS, the City proposes to apply for the State Infrastructure Fund to cover the construction cost of the Traffic Signal at Highway 70 and Seed Tick Road:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Engineer is authorized to submit an application to the Tennessee Department of Transportation for the State Infrastructure Fund.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of October 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** — approving an agreement with Wagner General Contractors, Inc. for the Windward Slopes Park Retention Pond project.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-100-2025.

BUDGET IMPACT

This expenditure is appropriated in the annual budget FY25 General Fund.

DISCUSSION

During the design of the new Lakeland Community Center, the site did not provide adequate space for on-site stormwater detention. The City proposes to install a retention pond at Windward Slopes Park to provide stormwater management for the Community Center while also adding aesthetic improvements to the park. The City received three (3) sealed bids on October 14, 2025. Bids received are listed in the table below.

BIDDERS	BID AMOUNT
VuCon, LLC.	\$593,795.00
Delgado General Corp.	\$688,381.00
Wagner General Contractors, Inc.	\$558,346.00

The City has reviewed the bids and recommends awarding the agreement to Wagner General Contractors, Inc. for being the lowest and most qualified bidder.

RESOLUTION R-100-2025

APPROVING AN AGREEMENT WITH WAGNER GENERAL CONTRACTORS, INC.
FOR THE WINDWARD SLOPES RETENTION POND PROJECT

- WHEREAS,** The City of Lakeland, Tennessee, (the “City”) desires to install a retention pond at Windward Slopes Park; and,
- WHEREAS,** Wagner General Contractors, Inc. was the lowest qualified bidder on October 14, 2025, for the Windward Slopes Park Retention Pond Project; and,
- WHEREAS,** Wagner General Contractors, Inc. is willing and able to provide these services as specified in the agreement; and,
- WHEREAS,** funding for this agreement is appropriated in the original budget for FY2026 General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute, and the City Recorder attest, an agreement with Wagner General Contractors, Inc. in the amount of Five Hundred Fifty-Eight Thousand Three Hundred Forty-Six Dollars (\$558,346.00) for the Windward Slopes Retention Pond Project.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize an additional Fifty Thousand Dollars (\$50,000) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of Six Hundred Eight Thousand Three Hundred Forty-Six Dollars (\$608,346.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of October 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Wagner General Contractors, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous to install a retention pond; and,

WHEREAS Wagner General Contractors, Inc. is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for WINDWARD SLOPES PARK RETENTION POND , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 19, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by December 26, 2025.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper

extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Fifty-Eight Thousand Three Hundred Forty-Six Dollars (\$558,346.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is

done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2025

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

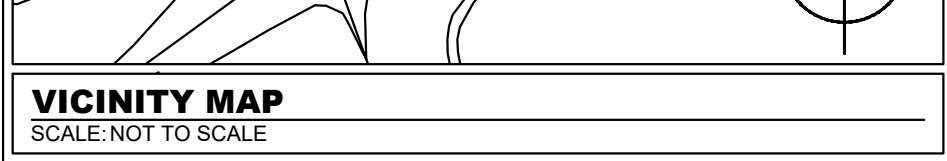
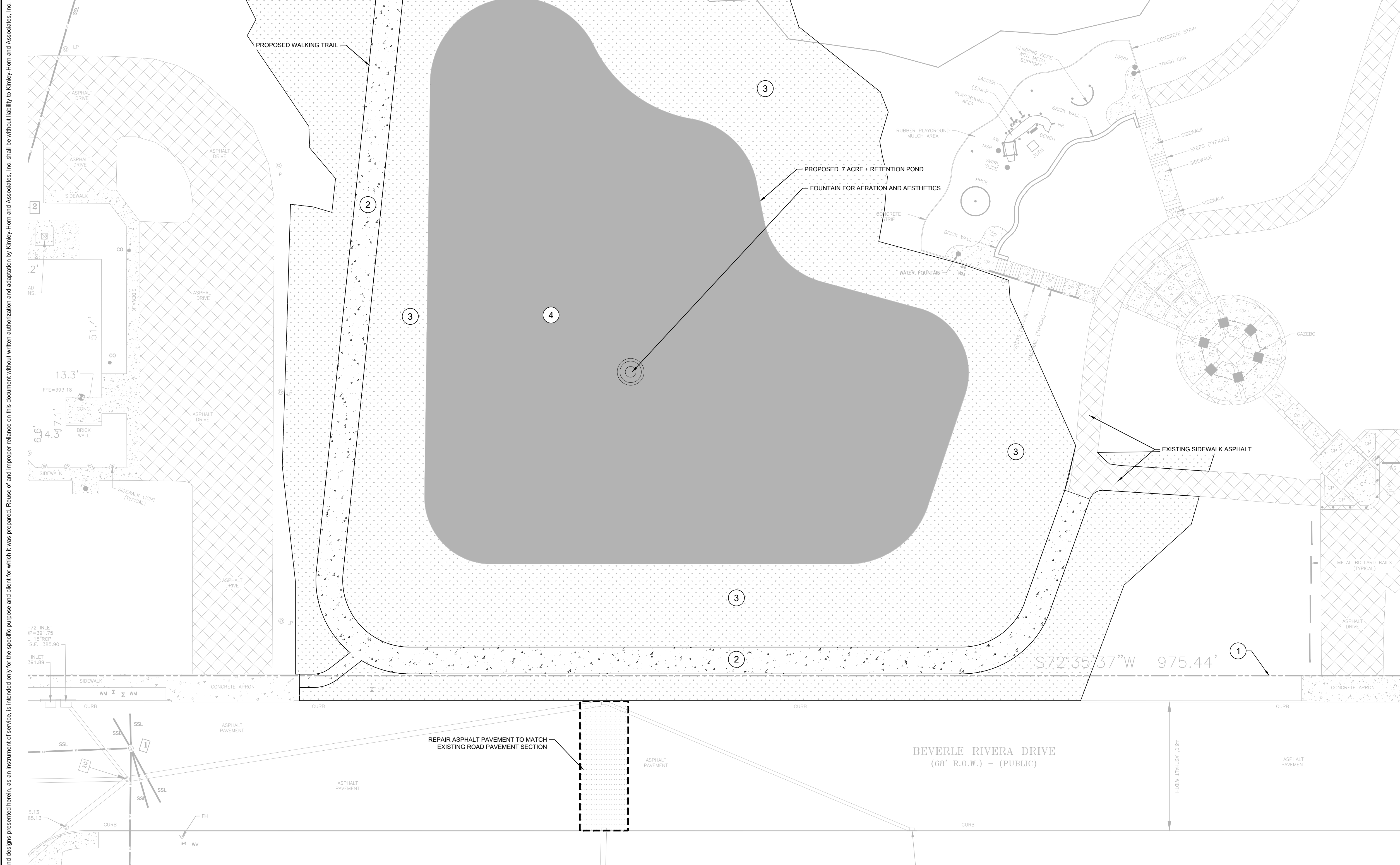
ATTEST:

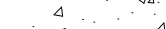
OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Cheyenne Carter
Title: City Recorder

By: _____
Michael Walker
Title: City Manager

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



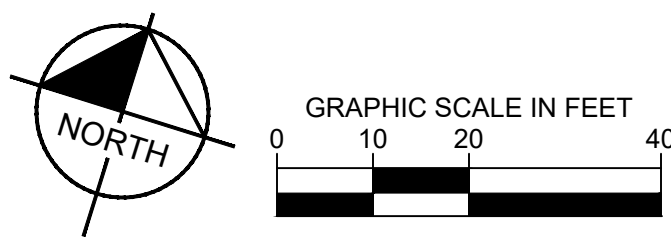
MATERIAL LEGEND	
	PROPERTY BOUNDARY
	SAWCUT LINE
	ASPHALT TRAIL PAVEMENT
	LANDSCAPE AREA
	RETENTION POND
	STANDARD DUTY ASPHALT PAVEMENT

SITE DATA TABLE	
SITE DATA	
SITE LOCATION	BEVERLE RIVERA DRIVE
PROPOSED USE	LARGE SCALE ASSEMBLY
SITE AREA	9.45 ACRES
TOTAL DEVELOPMENT AREA	1.95 ACRES
<u>ZONING</u>	
EXISTING PROPERTY USE	PLANNED LOW DENSITY RES.
ADJOINING PROPERTY USE (EAST)	SUBURBAN ESTATE
ADJOINING PROPERTY USE (WEST)	REGIONAL COMMERCIAL
EXISTING ZONING:	PLANNED LOW DENSITY RES.
PROPOSED ZONING:	N/A
<u>PARKING DATA</u>	
REQUIRED PARKING (CITY)	N/A
PROPOSED ADA PARKING	N/A
TOTAL PROPOSED PARKING	N/A
<u>REQUIRED SETBACKS</u>	
FRONT	30FT
SIDE	10 FT
REAR	30 FT
<u>DEVELOPMENT STANDARDS</u>	
FAR	N/A
MAXIMUM HEIGHT	3 STORIES

- ## SITE GENERAL NOTES
1. NO TREES, SHRUBS, PERMANENT STRUCTURES, OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENT. NO OTHER UTILITIES OR SERVICES MAY OCCUPY SANITARY SEWER EASEMENTS IN PRIVATE DRIVES AND YARDS EXCEPT FOR CROSSINGS.
 2. THE CITY OF LAKELAND SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC SEWER LINES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.
 3. PLEASE BE ADVISED THAT A BUILDING PERMIT ISSUED BY THE LAKELAND/SHELBY COUNTY OFFICE OF CONSTRUCTION CODE ENFORCEMENT DOES NOT ALLOW FOR ALTERATIONS AND/OR IMPROVEMENTS TO ANY RIGHT-OF-WAY (ROW) MAINTAINED BY THE CITY OF LAKELAND. ALTERATIONS AND/OR IMPROVEMENTS TO THE CITY OF LAKELAND ROW INCLUDE BUT ARE NOT LIMITED TO WORK PERFORMED ON SIDEWALKS, CURB AND GUTTER, DRIVE APRONS AND UTILITY TIE-INS. ROW PERMITS MUST BE OBTAINED FROM THE LAKELAND CITY ENGINEER'S OFFICE AT (901) 867-6418.

- | SITE NOTES | |
|------------|---|
| 1. | ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. |
| 2. | CROSS SLOPES SHALL BE ADEQUATE ACROSS ALL DRIVEWAY CURB CUTS FOR PEDESTRIAN TRAFFIC (MAX 2% DROPSLOPE). |
| 3. | THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY NVA AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION. |
| 4. | ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, T01, AND TENNESSEE STATE CODE. ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC. |
| 5. | REFER TO LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS. |

SITE KEYNOTE INDEX	
①	PROPERTY BOUNDARY
②	STANDARD DUTY ASPHALT PAVEMENT
③	LANDSCAPING; REFER TO LANDSCAPE PLANS
④	RETENTION POND



SHEET NUMBER C2-00		WINDWARD SLOPES PARK PREPARED FOR CITY OF LAKELAND SHELBY COUNTY		TENNESSEE 1/26/25		SITE PLAN		KHA PROJECT 115009023 DATE 09/19/2025 SCALE AS SHOWN DESIGNED BY SGS DRAWN BY JAV CHECKED BY SGS				 © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 6750 POPLAR AVENUE, SUITE 600, MEMPHIS TN 38138 PHONE: 901-374-9109 WWW.KIMLEY-HORN.COM		No.	
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Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** - accepting public improvements for Kensington Manor Phase 1 and authorizing the reduction of Security for Public and Common Improvements for Kensington Manor Phases 1 and 2.

Staff Contact: Emily Harrell, Chief Utilities and Infrastructure Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-102-2025.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

The final asphalt surface has been placed in Kensington Manor Phases 1 and 2. At this time, the developer is eligible for a reduction in security to cover the one-year warranty on the asphalt. Staff recommends reducing the security for Phase 1 from \$269,322.90 to \$15,000.00 and Phase 2 from \$54,167.69 to \$15,000.00.

RESOLUTION R-102-2025

ACCEPTING PUBLIC IMPROVEMENTS FOR KENSINGTON MANOR PHASE 1 AND
AUTHORIZING THE REDUCTION OF SECURITY FOR PUBLIC AND COMMON
IMPROVEMENTS FOR KENSINGTON MANOR PHASES 1 AND 2

- WHEREAS,** Regency Homebuilders, LLC issued a letter of credit as a Security for the construction of the public and common improvements in Kensington Manor Phases 1 and 2 Planned Development; and,
- WHEREAS,** the Developer has completed all punch list items including the final asphalt surface; and,
- WHEREAS,** all public improvements in Kensington Manor Phases 1 and 2 shall be warrantied for a period of one (1) year; and,
- WHEREAS,** the City Engineer reviewed the request for reduction and recommends a reduction in Security for Phase 1 from \$269,322.92 to \$15,000.00 and Phase 2 from \$54,167.69 to \$15,000.00:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City accepts the dedication of public improvements in Kensington Manor Phase 1 and authorizes the reduction of the Security for Public and Common Improvements for Phase 1 from \$269,322.92 to \$15,000.00 and Phase 2 from \$54,167.69 to \$15,000.00.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of October 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** — approving a residential subdivision development contract with Arborview Developments, LLC for Heathfield at Scott's Creek Planned Development Phase 2.

Staff Contact: Emily Harrell, Chief Utilities and Infrastructure Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-103-2025.

BUDGET IMPACT

This item will provide revenue from development fees in the amount of \$158,735.10, of which \$65,735.10 is General Fund and \$93,000.00 is Sewer Fund.

DISCUSSION

Heathfield on Scotts Creek Planned Development is a 118-lot single family residential development located on 97.53 acres on Old Brownsville Road east of the future Seed Tick Road extension. Phase 1 is currently under construction. The construction plans for Phase 2 have been approved and the developer wishes to commence with construction. Phase 2 consists of 30 single-family residential lots. Lot development includes all roads, sanitary sewer and storm sewer facilities, water, electricity, and gas related to Phase 2.

RESOLUTION R-103-2025

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ARBORVIEW DEVELOPMENTS, LLC FOR HEATHFIELD AT SCOTT'S CREEK
PLANNED DEVELOPMENT PHASE 2

- WHEREAS,** Developer is the owner of record of a tract of land zoned AG with PD Overlay which contains approximately 97.53 acres, also identified by Parcel ID # L0150 00541 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 30-lot subdivision to be known as Heathfield at Scott's Creek Planned Development Phase 2 ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and Board of Commissioners ("BOC"), have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the 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

RESOLUTION R-103-2025

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
ARBORVIEW DEVELOPMENTS, LLC FOR HEATHFIELD AT SCOTT'S CREEK
PLANNED DEVELOPMENT PHASE 2

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Recorder to attest, a residential subdivision development contract with Arborview Developments, LLC for Heathfield at Scott's Creek Planned Development Phase 2.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of October 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2025**, by and between **ARBORVIEW DEVELOPMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **30-lot** subdivision to be known as **Heathfield at Scotts Creek Planned Development Phase 2** (“Subdivision”); and

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

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

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

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

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated January 15, 2021, approved by the MPC on January 21, 2021 and Board of Commissioners on March 11, 2021 and Preliminary Development Plan dated June 14, 2021, approved by the MPC on June 17, 2021 and Board of Commissioners on July 8, 2021 as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

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

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

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

OWNERSHIP

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

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

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

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

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Ninety Seven Thousand Seven Hundred Thirty-Two Dollars and Forty Cents (\$297,732.40)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

INSURANCE

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

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

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

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

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

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

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

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

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

TIME SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WARRANTY

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

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

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

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

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Ninety-Three Thousand Dollars (\$93,000)**, which reflects the sewer development fee as required by Ordinance 08-119.

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

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

STREETS

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

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

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

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

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

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

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

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Fifteen Thousand Dollars (\$15,000)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Nine Thousand Dollars (\$9,000)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Nine Thousand Five Hundred Dollars (\$9,500)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Three Thousand One Hundred Dollars (\$3,100)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **One Thousand Six Hundred Fifty Dollars (\$1,650)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Five Hundred Sixty-Nine Dollars (\$569.00)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Three Thousand Dollars (\$3,000)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand Four Hundred Seventy-Six Dollars (\$1,476)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **One Thousand Five Hundred Dollars (\$1,500)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Six Hundred Ninety-Five Dollars and Twenty Cents (\$695.20)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

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

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

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

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

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

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

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

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

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty Thousand Two Hundred Forty-Four Dollars and Ninety Cents (\$20,244.90)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) DEVELOPER
ARBORVIEW DEVELOPMENTS, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120

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

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

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

(1)	Sewer Development Fee	\$93,000.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$15,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$9,000.00
(8)	Construction Inspection Fee	\$9,500.00
(9)	Administrative Review Fee	\$3,100.00
(10)	Geographical Information Systems Fee	\$1,650.00
(11)	Natural Resources Inventory & Analysis Fee	\$569.00
(12)	Parkland Improvement Fee	\$3,000.00
(13)	Tree Removal Fee	\$1,476.00
(14)	Warning Siren Fee	\$1,500.00
(15)	Parkland Dedication Fee	\$20,244.90
(16)	Parkland Review Fee	\$695.20
Total		\$158,735.10

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

DEVELOPER:
ARBORVIEW DEVELOPMENTS, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

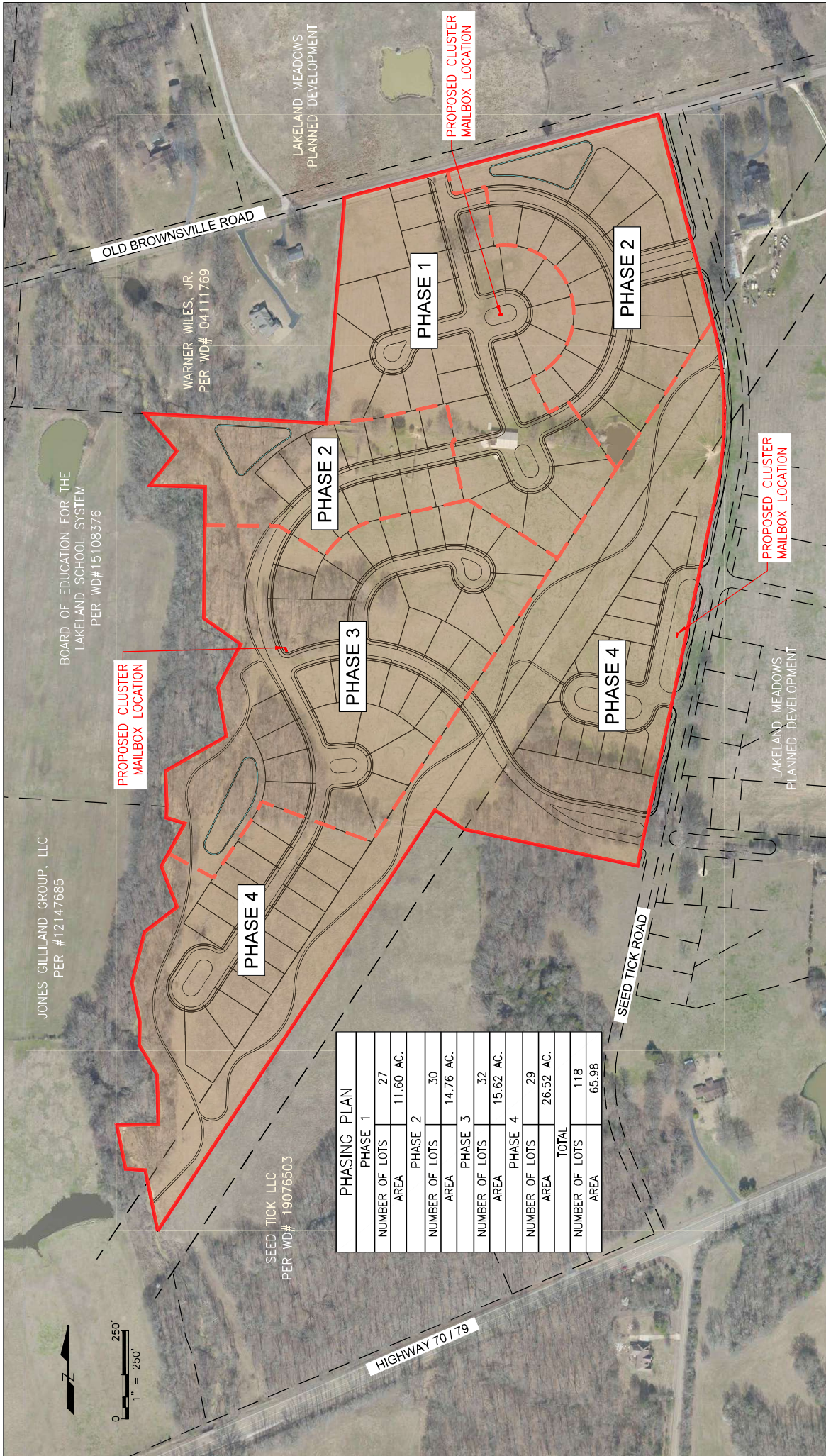
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Heathfield at Scotts Creek Phase 2				30	Lots	14.76 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$93,000.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A			
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$15,000.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$9,000.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$9,500.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$3,100.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$569.00			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00		N/A			
Warning Siren (per lot)	\$50.00		\$1,500.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,476.00			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,650.00			
Parkland Improvement Fee (per lot)	\$100.00		\$3,000.00			
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$695.20			
		Total =	\$138,490.20			
	Acres/Lot =	0.492				
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	30				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.57				
D=Dedication in acres	D =	1.38474	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$20,244.90			
Total Amount Due			\$158,735.10			



PHASING PLAN	
PHASE 1	
NUMBER OF LOTS	27
AREA	11.60 AC.
PHASE 2	
NUMBER OF LOTS	30
AREA	14.76 AC.
PHASE 3	
NUMBER OF LOTS	32
AREA	15.62 AC.
PHASE 4	
NUMBER OF LOTS	29
AREA	26.52 AC.
TOTAL	
NUMBER OF LOTS	118
AREA	68.50

PHASING PLAN - EXHIBIT J
HEATHFIELD ON SCOTT'S CREEK
 LAKELAND, SHELBY COUNTY, TN

MC **KV+D**
MCCARTY **KISER VOGGIN DESIGN**
GRANBERRY

SCOWELL

June 14, 2021
 Revised: July 07, 2021
 Project #20013



Board of Commissioners

Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** - approving the purchase of a CAT 304 mini excavator from Thompson Machinery through State of Tennessee Statewide Contract #73124.

Staff Contact: Emily Harrell, Chief Utilities and Infrastructure Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-105-2025.

BUDGET IMPACT

This expenditure is budgeted in the fiscal year 2026 annual budget for the State Street Aid fund.

DISCUSSION

The Public Works department utilizes a mini-excavator for street repairs, drainage improvements and other miscellaneous activities. The current mini-excavator is a 2013 model with a condition score of 1 (Poor). The new CAT 304 mini-excavator will replace the current mini-excavator which will be used as reserve equipment.

RESOLUTION R-105-2025

APPROVING THE PURCHASE OF A CAT 304 MINI EXCAVATOR FROM
THOMPSON MACHINERY THROUGH STATE OF TENNESSEE STATEWIDE
CONTRACT #73124

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a new mini excavator; and,

WHEREAS, a CAT 304 mini excavator is available on Statewide Contract through Thompson Machinery; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a CAT 304 mini excavator in the amount of seventy-eight thousand dollars (\$78,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of October 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

CITY OF LAKELAND
10001 US HWY 70

LAKELAND, TENNESSEE 38002-8068

We are pleased to present the following quotation for one new 304, equipped as follows:

304 CAB ANGLE BLADE

MIRROR, CAB, RIGHT

BELT, SEAT, 3" RETRACTABLE

BELT AS-SEAT

WATER JACKET HEATER, 120V

CAT KEY, WITH PASSCODE OPTION

BOOM, SWING

LINES, BOOM

CAB, WITH HEAT AND A/C

TRACK, 14", RUBBER BELT

SOFTWARE, PROPORTIONAL CONTROL

SOFTWARE, STICK STEER CONTROL

SOFTWARE, 2 WAY CONTROL

SOFTWARE, CODED START

LINKAGE BUCKET W/LIFTING EYE

LINES, STICK

MONITOR NEXT GEN, CAMERA READY

LIGHTS, LED

ELECTRICAL ARR, C1.7 HRC

ALARM, TRAVEL

HYDRAULIC AR

HYDRAULIC OIL, STD

UNDERCARRIAGE AR

CONTROL, QC, 3 LINE

LINES, QC, LNG STK, 3 LINE

COUNTERWEIGHT, EXTRA, 500LBS

HYDRAULIC OIL

STICK, LONG, 1- AUX, ANGLE BLD

BLADE, ANGLE, BOCE

ENGINE, EPA TIER 4 FINAL

INTEGRATED RADIO V2

PRODUCT LINK, CELLULAR PL243

INCLUDES:

HYDRAULIC THUMB + HYDRAULIC COUPLER

24" BOCE HD BUCKET

WARRANTY

Months: 60

Hours: 3000

Description: PREMIER

Additional: Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 3 Months of use.



Purchase Price (plus applicable taxes): \$78,000.00

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Beau Land

901-517-6798

Sales Representative
Thompson Machinery

**While we strive to maintain stable pricing, fluctuations in tariffs or trade regulations may require adjustments to the final quote.*



SALES ORDER
Thompson Machinery

Date of order 9/9/2025

CUSTOMER INFORMATION		SHIP TO (if different from customer address)	SALESMEN CONTACT INFO	
CITY OF LAKELAND 10001 US HWY 70 LAKELAND, TENNESSEE 38002-8068	Customer #166235 SIC Code 240	10001 US HWY 70	Name	Beau Land
			Phone	901-517-6798
		LAKELAND, TENNESSEE 38002-8068	Email	Beau.Land@tmc.cat.com
		SHELBY	Rep #	0Q8
		FOB POINT		
		Ship via		

Description/Notes		N/U	Serial #	Amount
304 CAB ANGLE BLADE		New		\$78,000.00
INCLUDES: HYDRAULIC THUMB + HYDRAULIC COUPLER + 24" BOCE HD BUCKET				
WARRANTY	MONTHS		TRADE-IN	\$0.00
	60		DOWN PAYMENT	\$0.00
	HOURS		SUB TOTAL	\$78,000.00
	DESCRIPTION		*SINGLE ARTICLE TAX	\$0.00
PREMIER			*STATE SALES TAX	\$0.00
Warranty service does not include mileage charges. Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first three (3) months of use.			*LOCAL SALES TAX	\$0.00
			TOTAL PRICE	\$78,000.00

BILL OF SALE FOR PROPERTY TAKEN IN TRADE
For the value received I/we hereby bargain and sell, grant and deliver unto Thompson Machinery the following described equipment:

SERIAL #	
YEAR MODEL	0
DESCRIPTION	
LOCATION	
AGREED VALUE	\$0.00
LIEN AMOUNT	\$0.00
NET TRADE-IN	\$0.00
PAYOFF TO	

I/We hereby certify that there is no lien, claim, debt, mortgage, or encumbrance of any kind, nature or description against this property now existing of record or otherwise and that same is free and clear and is my/our sole and absolute property except for such prior encumbrances as described above.

PURCHASER INITIALS

FINANCE TERMS AVAILABLE

TERMS	GOVERNMENTAL CASH DEAL
PURCHASER	
NAME	
SIGNATURE	
TITLE	
DATE	
P.O. #	

NOTICE TO PURCHASER

- Do not sign this contract before you read it or if not fully completed.
- The purchaser acknowledges that the warranty on the reverse side hereof was read and understood by the Purchaser and that he accepts and agrees to the provisions therein.
- This Sales Order is subject to the General Terms and Condition contained on the back of this Order. Purchaser has read this Order in its entirety, including the General Terms and Condition contained on the back of this Order, and agrees to be bound by all such Terms and Conditions



Board of Commissioners

Meeting Cycle: Thursday, October 16, 2025

Subject: **Resolution** - approving an agreement with Pyro Shows Inc. to provide a fireworks display for the City of Lakeland 2026 Freedom Festival.

Staff Contact: Andrew Fisher, Chief Parks and Recreation Officer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-106-2025.

BUDGET IMPACT

Funds for this resolution will be allocated in the Fiscal Year 2027 budget and will be recorded as a deposit until July.

DISCUSSION

Pyro Shows Inc. has a 50-year history of providing firework displays and special effects entertainment throughout the United States. With a location in Tennessee, they provide firework shows for Memphis, Germantown, Collierville, Bartlett, and several other municipalities in the Lakeland area. This past July, the City of Lakeland hosted its first public firework display at the 2025 Freedom Festival, an event that Lakeland has never held before. A deposit of 50% is due by November 15, 2025, with the remainder of the expense scheduled to be paid after successful completion of the show.

RESOLUTION R-106-2025

APPROVING AN AGREEMENT WITH PYRO SHOWS INC. FOR A FIREWORKS
DISPLAY FOR THE CITY OF LAKELAND 2026 FREEDOM FESTIVAL

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to host its second annual Fourth of July special event; and,

WHEREAS, the City desires to have a 20-minute fireworks display; and,

WHEREAS, Pyro Shows Inc. is willing and able to offer the fireworks display for the City of Lakeland 2026 Freedom Festival:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to enter into an agreement with Pyro Shows Inc. to provide a fireworks display for the City of Lakeland 2026 Freedom Festival in the amount of Thirty-Five Thousand Dollars (\$38,500) upon approval of the form of the contract subject to the final review and approval of the City Attorney.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16TH day of October, 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **Oct 16, 2025**, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, with a mailing address at **P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as **"PYRO SHOWS"** and **City of Lakeland, TN** with its principal place of business located at **10001 US 70 Lakeland, TN 38002** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **26 TN 07-04-Custom-38500-000020** dated **Oct 16, 2025**. The Show(s) will be given on **July 4, 2026**. Rain date/postponement date: **No Rain Date Selected**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.



PYRO SHOWS, INC.
Contract Agreement

- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Lakeland, TN shall pay PYRO SHOWS **\$38,500.00** plus applicable taxes in the amount of **\$0.00** for a grand total of **\$38,500.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50%** deposit (**\$19,250.00**) upon return of the signed contract by **11/15/2025**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AUTHORIZING APPOINTMENTS TO THE CITY OF LAKE LAND COMMUNITY ADVISORY BOARD

What is your present job description or profession?*	I am a data specialist.
Present Employer*	
In what municipality is your present employer located?*	
Education (please list your highest level of education, any degree(s) attained, etc.)*	My highest level of education is Masters in Information Systems
Please list any unique skills enabling you to better serve on a Lakeland board or commission*	I am exceptional at working with data, which is an ever increasingly important skill, regardless of use case.
What are your interests in serving on a Lakeland board or commission?*	I would like to serve my community.
What is your first choice of board or commission on which to serve?*	Please select from this dropdown Community Advisory Board Lakeland PULSE Comprehensive Plan Advisory Committee Industrial Development Board Municipal Planning / Design Review Commission Board of Appeals / Stormwater Board of Appeals Parks and Recreation / Natural Resources Board Keep Lakeland Beautiful Advisory Board Other - Any Available Service Opportunity
What is your second choice of board or commission on which to serve?	Please select from this dropdown Community Advisory Board Lakeland PULSE Comprehensive Plan Advisory Committee Industrial Development Board Municipal Planning / Design Review Commission Board of Appeals / Stormwater Board of Appeals Parks and Recreation / Natural Resources Board Keep Lakeland Beautiful Advisory Board Other - Any Available Service Opportunity
What is your third choice of board or commission on which to serve?	Please select from this dropdown Community Advisory Board Lakeland PULSE Comprehensive Plan Advisory Committee Industrial Development Board Municipal Planning / Design Review Commission Board of Appeals / Stormwater Board of Appeals Parks and Recreation / Natural Resources Board Keep Lakeland Beautiful Advisory Board Other - Any Available Service Opportunity
Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position	I have a Masters in Information Systems and more than a decade of professional technical experience. I have designed, built, maintained, upgraded, and harvested computers and databases. If we as a community want to use data to make informed decisions, I think we need more data specialists serving.
Reason you chose to volunteer	I wish to serve in my community to advise and support. My family and I live here and I would like to see Lakeland flourish

Present Employer: Fedex Express/ US Navy

In what municipality is your present employer located?: Lakeland

Education (please list your highest level of education, any degree(s) attained, etc.): B.S. Mechanical Engineering
- United States Naval Academy

M.S. Leadership and Management - Western Governors University

Please list any unique skills enabling you to better serve on a Lakeland board or commission: I bring a combination of leadership, teamwork, and problem-solving skills developed through more than twenty years of service in the U.S. Navy and my civilian career as a FedEx pilot and instructor. I'm skilled at leading diverse teams, managing complex operations, and mentoring individuals toward personal and professional growth. These experiences have strengthened my ability to make clear decisions under pressure, communicate effectively across different perspectives, and keep people focused on a shared mission.

What are your interests in serving on a Lakeland board or commission?: I'm passionate about serving the Lakeland community and believe that strong neighborhoods are built on trust, integrity, and collaboration. My family and I are deeply invested in Lakeland's future, and I want to contribute my leadership experience and commitment to teamwork toward projects that make our city an even better place to live. Volunteering on this commission would allow me to give back, connect with others who care about our community, and help turn good ideas into meaningful action.

What is your first choice of board or commission on which to serve?: Community Advisory Board

What is your second choice of board or commission on which to serve?: Please select from this dropdown

What is your third choice of board or commission on which to serve?: Please select from this dropdown

Please list any related experience (including volunteer experience), training, or skills not already provided on this form that would enable the Board of Commissioners to consider appointing you to a volunteer position:
No significant volunteer experience.

Reason you chose to volunteer: I chose to volunteer because I believe strong communities are built by people who actively contribute their time and experience. Lakeland has been a great place for my family, and I want to give back.



Board of Commissioners

Meeting Cycle: Thursday, October 16, 2025

Subject: **Discussion and Possible Action** - regarding the technology needs of the Municipal Planning/Design Review Commission. - *Sponsored by Commissioner Atkinson*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION