



Board of Commissioners
Regular Meeting Agenda
Thursday, February 5, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report
 2. City Manager's Report
 3. Commissioners' Report
 - a. Lakeland Board of Education - *Commissioner Connie McCarter*
 - b. Industrial Development Board - *Commissioner Derek Johnston*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
 1. **Approval of previous meeting minutes** - January 15, 2026
 2. **Resolution** - approving Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 4, & 7B

3. **Resolution** - authorizing the submission of an application for the Local Parks and Recreation Fund 2026 grant cycle from the Tennessee Department of Environment and Conservation
4. **Resolution** - authorizing a contract extension with Ladd's for athletic field maintenance services.
5. **Discussion** - on proposed amenities for the Lakeland Community Center YMCA.
6. **Resolution** - approving a Communications Right-of-Way Agreement between the City of Lakeland and C Spire Wireless.
7. **Discussion and Possible Action** - regarding a revision to the ethics ordinance to specify a dollar amount for minor gifts and gratuity.
Sponsored by Commissioner Connie McCarter

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

CITY OF
LAKE LAND
TENNESSEE

Board of Commissioners
Regular Meeting Minutes
Thursday, January 15, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:31 p.m. on Thursday, January 15, 2026.

II. INVOCATION:

The invocation was offered by Mayor Josh Roman.

III. PLEDGE:

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

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Vice-Mayor Michele Dial	Present
Commissioner Connie McCarter	Present - arrived late 5:35pm
Mayor Josh Roman	Present
Commissioner Derek Johnston	Present

Staff personnel in attendance were Interim City Manager Emily Harrell, City Attorney Will Patterson, Public Works Director Nick Pulido, ITS Director Josh Thompson, Finance Director Sue Matthews, Planning Director Paul Luker, Parks and Recreation Director Andrew Fisher, Recreation Manager John Proctor, Administrative Assistant Olivia Wing, and City Recorder pro tempore Lisa West.

V. PUBLIC HEARING:

None.

VI. TREASURER'S REPORT:

1. Fiscal year to date through December 31, 2025

Finance Director Sue Matthews offered the Treasurer's Report.

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

2. Sheriff's Report

The Sheriff's report was not discussed.

3. City Manager's Report

Interim City Manager Emily Harrell offered the City Manager's Report.

a. City Works Update

ITS Josh Thompson offered the CityWorks update.

4. Commissioners' Report

a. Lakeland Board of Education - *Commissioner McCarter*

Commissioner McCarter offered the Lakeland Board of Education report.

b. Municipal Planning/Design Review Commission - *Commissioner Jim Atkinson*

Commissioner Atkinson offered the Municipal Planning/Design Review Commission Report.

c. Parks & Recreation/Natural Resources Board - *Vice-Mayor Dial*

Vice Mayor Dial offered the Parks & Recreation Report.

VIII. PUBLIC COMMENTS:

Mayor Roman opened the floor for Public Comments.

Richard Gonzales, at 5300 block of Conifer Ln, made public comment.

Stan Hopper, at 1400 block of Twisting Pine Ln, made public comment.

Valerie Crabtree, at the 1000 block of Mt McKenzie, made public comment.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

Mayor Josh Roman motioned to move items under Consent Agenda to item # 11 under the Regular Agenda. No opposition was heard and items were moved.

1. Approval of Meeting Minutes from Previous Meetings:
 - a. Regular Meeting Minutes - December 4, 2025
 - b. Special Called Meeting Minutes - December 9, 2025

XI. REGULAR AGENDA:

Mayor Josh Roman moved to add an item to the Regular Agenda, item #12 land purchase discussion. Opposition was heard, so a roll call vote was called.

When the question was called the addition of the item #12 passed to be added, roll call vote, 4 in favor 1 against 0 abstain (4-1-0).

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

Nay: Commissioner McCarter

Abstain: None

Mayor Josh Roman motioned to move regular agenda items #2, #6, and #9 in that order to the top of the agenda. No opposition was heard and the items were moved.

2. **Resolution** - authorizing reappointment to the Board of Appeals / Storm Water Board of Appeals of the City of Lakeland, Tennessee.

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

Discussion ensued.

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

For the record at 8:05pm: Commissioner Johnston moved this item be reopened for discussion, seconded by Mayor Roman.

Discussion ensued.

Mayor Roman moved to amend the resolution to include the name Byron Ledbetter in place of Jason Eaton, seconded by Commissioner Johnston.

When the question was called the motion to amend passed, voice vote, 5 in favor 0 against 0 abstain (5-0-0).

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

6. **Resolution** - approving the form of a nonbinding Letter of Intent regarding a proposed donation of real property to Mid-South Veterans League, Inc. and authorizing negotiations toward a definitive agreement. *Sponsored by Mayor Roman*

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

Attorney Will Patterson presented this item.

Discussion ensued.

Terry Adams, president of MidSouth Veterans League Inc., addressed the Board and answered questions.

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

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

Nay: None

Abstain: None

9. **Discussion** - Sketch Plan for Chapel Lakes.

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

Planning Director Paul Luker presented this item.

Discussion ensued.

David Bray, Bray Engineering, addressed the Board and answered questions.

Louis Ricci, representing Cummings LLC. addressed the Board and answered questions.

1. **Ordinance - First Reading** - amending the fiscal year 2026 annual budget passed by Ordinance O-6-2025.

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

Finance Director Sue Matthews presented this item.

Discussion ensued.

Public Works Director Nick Pulido answered questions of the Board.

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

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

Nay: None

Abstain: None

3. **Resolution** - approving an agreement with A & B Construction Co., Inc. for the FY26 Concrete Project.

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

Interim City Manager Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

4. **Resolution** - approving the Inter-Governmental Agreement Between Lakeland and Shelby County Government related to the Hazardous Household Waste Facility.

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

Public Works Director Nick Pulido presented this item.

Discussion ensued.

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

5. **Resolution** - authorizing the Interim-City Manager to execute a professional services agreement with the MidSouth Development District for grant administrative services related to the TDEC Local Parks and Recreation Fund Grant Program.

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

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

7. **Resolution** - adopting the fiscal year 2027 annual budget preparation calendar.

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

Finance Director Sue Matthews presented this item.

Discussion ensued.

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

8. **Discussion and Resolution** - Board of Commissioners' priorities for the fiscal year 2027 annual budget, and approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee.

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

Interim City Manager Emily Harrell presented this item.

Discussion ensued.

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

10. **Resolution** - appointing a City of Lakeland liaison to attend the Lakeland Area Chamber of Commerce Board Meetings, in accordance with the funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce

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

Mayor Josh Roman presented this item.

Discussion ensued.

Mayor Roman nominated himself to remain in the liaison position. Commissioner McCarter offered to take the role if Mayor Roman could not.

Mayor Roman moved to amend by adding Mayor Josh Roman to the Resolution, seconded by Commissioner Atkinson.

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

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

Nay: None

Abstain: None

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

11. **Consent Agenda** – approval of meeting minutes from previous meetings.

- a. Regular Meeting Minutes - December 4, 2025
- b. Special Called Meeting Minutes - December 9, 2025

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

Discussion ensued.

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

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

Discussion ensued.

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

12. **Discussion** - land purchase.

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

Discussion ensued.

No action was taken on this item.

XII. ANNOUNCEMENTS:

A resident thanked the Board for their work.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 8:08pm on Thursday, January 15, 2026.

These minutes were approved on February 5, 2026.

Josh Roman
Mayor

ATTEST:

Sue Lipscomb
City Recorder pro tempore

DRAFT

Meeting Cycle: Thursday, February 5, 2026

Subject: **Resolution** - approving Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 4, & 7B

Staff Contact: Emily Harrell, Interim City Manager / City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-13-2026.

BUDGET IMPACT

There is no budget impact from this item.

DISCUSSION

The Oliver Creek Sewer Interceptor project involves the installation of a sewer force main along the western boundary of the Ashmont Planned Development. To ensure the force main is installed prior to the completion of site development, the Developer proposes to manage the installation directly, as the City is currently unable to initiate the work. This installation will be funded by reallocating the Developer's existing public infrastructure contributions from the Lakeland Town Square project. This amendment incorporates the Oliver Creek Sewer Interceptor scope into the Ashmont Development Contract.

RESOLUTION R-13-2026

APPROVING AMENDMENT #1 TO THE RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT FOR ASHMONT PLANNED DEVELOPMENT AREAS 1,
4, & 7B

WHEREAS, the City entered into a development contract with Ashmont Developer, LLC for Ashmont Planned Development Areas 1, 4, & 7B in June 2025; and

WHEREAS, the Developer desires the Oliver Creek Sewer Interceptor improvements within Areas 1, 2, 4, and 7B be installed before the development is completed; and,

WHEREAS, Amendment #1 adds the Oliver Creek Sewer Interceptor improvements to the existing development contract for Areas 1, 4, & 7B; and,

WHEREAS, the Oliver Creek Sewer Interceptor Improvements will be funded by the Developer utilizing, in part, a reallocation of the Developer's existing public infrastructure required contributions from the Lakeland Town Square project:

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, Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 5, & 7B.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of February 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Sue Lipscomb
City Recorder pro tempore

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT**

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the 5th day of June, 2025, by and between **ASHMONT DEVELOPER, 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 C2 with PD Overlay which contains approximately 52.45 acres, also identified by Parcel ID # L0159 00395 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 51-lot subdivision to be known as **Ashmont Planned Development Areas 1, 4, & 7B** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan approved by the BOC on June 9th 2022, Outline Plan Amendment approved by the MPC on December 14th 2023 and BOC on February 1st 2024, Preliminary Development Plan approved by the MPC on December 14th 2023 and Construction plans subject to approval by the City Engineer, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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



City of Lakeland

Developer

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.



City of Lakeland

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Developer

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 **Three Hundred Fifty-Two Thousand Three Hundred Ninety-Nine Dollars and Eighty Cents (\$352,399.80)** 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. The City will accept as Security an Irrevocable Letter of Credit, Performance Bond, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit or Performance Bond 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,



City of Lakeland

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Developer

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.



City of Lakeland

Developer

- (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



 City of Lakeland

 Developer

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.



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Developer

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

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

WARRANTY

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

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

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of



City of Lakeland

Developer

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 **One Hundred Fifty-Eight Thousand One Hundred Dollars (\$158,100.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this 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 **Thirteen Thousand Six Hundred Twelve Dollars and 50 Cents (\$13,612.50)**, 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 **Ten Thousand Nine Hundred Ninety Dollars (\$10,990.00)**, (\$500 + \$200 per Acre), 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 **Sixteen Thousand Three Hundred Dollars (\$16,300.00)**, (\$1000 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 **Five Thousand Two Hundred Dollars (\$5,200.00)**, (\$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 **Fourteen Thousand One Hundred Twelve Dollars and 50 Cents (\$14,112.50)**, (\$1000 plus \$250 per acre), 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 **One Thousand Four Hundred Eighty-Six Dollars and Twenty-Five Cents (\$1,486.25)** (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Five Thousand One Hundred Dollars (\$5,100.00)**, (\$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 **Five Thousand Two Hundred Forty-Five Dollars (\$5,245.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **Two Thousand Five Hundred Fifty Dollars (\$2,550.00)**, (\$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 **One Thousand Four Hundred Forty-Nine Dollars (1,449.00)**, (\$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


City of Lakeland

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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.



City of Lakeland

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64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty-One Thousand Nine Hundred Twenty-One Dollars and Twenty Three Cents (\$21,921.23)** 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:



City of Lakeland

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70
LAKELAND, TN 38002
PH: (901) 867-2717

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

- (ii) DEVELOPER
ASHMONT DEVELOPER, LLC
ATTN: VINCE SMITH
5851 RIDGE BEND RD
MEMPHIS, TN 38120
PH: 901-489-5896

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	\$158,100.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$13,612.50
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$10,990.00
(8)	Construction Inspection Fee	\$16,300.00
(9)	Administrative Review Fee	\$5,200.00
(10)	Geographical Information Systems Fee	\$14,112.50
(11)	Natural Resources Inventory & Analysis Fee	\$1486.25
(12)	Parkland Improvement Fee	\$5,100.00
(13)	Tree Removal Fee	\$5,245.00
(14)	Warning Siren Fee	\$2,550.00
(15)	Parkland Review Fee	\$1,449.20
(16)	Parkland Dedication Fee	<u>\$21,921.23</u>
	Total	\$256,066.48

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this 5th day of June, 2025.

DEVELOPER:
ASHMONT DEVELOPER, LLC



CITY OF LAKELAND:

By: 

Date: 6/5/25

ATTEST: Cheyenne Carter

APPROVED AS TO FORM:

By: _____


DATE APPROVED BY BOARD OF COMMISSIONERS: 04/18/2024

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: 02/01/2024

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 5th day of June, 2025.



Notary Public

My Commission Expires: 12/23/2028



EXHIBIT "A"

Subdivision Development Fees Worksheet

Ashmont Area 7B (C2 Regional Commercial District)

51 Lots 52.45 Acres

	Per Lot Fee	
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00	\$158,100.00
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00	
Sewer Connection Fee (per connection)		N/A
Drainage Control Fee w/basin (\$500 + \$250 per acre)	\$500+250/acre	\$13,612.50
Drainage Control Fee wo/basin (per lot)	\$1,000.00	N/A
Engineering Review Fee (\$500 + \$200 per acre)	\$500+200/acre	\$10,990.00
Construction Inspection Fee (\$1,000 + 300 per ERU)	\$300.00	\$16,300.00
Administrative Fee (\$200 for 1st lot and \$100 per lot thereafter)	Varies	\$5,200.00
Natural Resources Inventory Fee (\$200 1st acre + \$25 per acre thereafter)	Varies	\$1,486.25
Street Light Fee	100% of Cost	N/A
Road Cut Fees (\$35/300LF)	\$35.00	
Warning Siren (\$50 per lot)	\$50.00	\$2,550.00
Tree Removal Fee (\$100 per acre or fraction of disturbed area - maximum \$10,000)	\$100.00	\$5,245.00
GIS Fee (\$1,000 1st acre + \$250/Acre)	Varies	\$14,112.50
Parkland Improvement Fee (\$100 per lot)	\$100.00	\$5,100.00
Parkland Review Fee	\$400+\$20/acre	\$1,449.00
	Total =	\$234,145.25

Acres/Lot = 1.028431373

Park Land Formula (D=LxAxPxM)

L=Number of Lots (D.U.)

A=Avg. Family Size - use 2.94

P=Parkland Ratio use 0.010 (10 acres per 1000)

M=Density Multiplier from Table 2 of Sub. Regs

L = 51

A = 2.94

P = 0.010

M = 1

D=Dedication in acres

Land Appraisal Value (per acre)

D = 1.4994 Acres

\$14,620.00 Payment in lieu of

Total Dollar Value Required in Lieu of Dedication

= **\$21,921.23**

Total Amount Due

\$256,066.48



City of Lakeland

Developer

Meeting Cycle: Thursday, February 5, 2026

Subject: **Resolution** - authorizing the submission of an application for the Local Parks and Recreation Fund 2026 grant cycle from the Tennessee Department of Environment and Conservation

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-4-2026.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Tennessee Department of Environment and Conservation's Office of Outdoor Recreation (ORec) administers federal and state recreational grant programs to local communities and state parks. The office manages the Local Parks and Recreation Fund (LPRF), the Recreational Trails Program (RTP), the Tennessee Recreation Initiative Program (TRIP), and the Land and Water Conservation Fund (LWCF). These grant programs have a match requirement and specific regulations for the applicants. The LPRF program is a state funded program that provides grants to eligible local government entities for the purchase of lands for parks, natural areas, greenways, and recreation facilities. The funds may also be used for trail development and capital projects in parks, natural areas, and greenways. At least 60 percent of the funds allocated will go to municipal governments as authorized by TCA 67-4-409. All land associated with the funded projects must be owned by a government entity. LPRF grant require an equal match. City staff intends to utilize grant funds to expand the facilities at Windward Slopes Park.

RESOLUTION R-14-2026

AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE LOCAL PARKS
AND RECREATION FUND 2026 GRANT CYCLE FROM THE TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to expand its current tennis facility for its residents; and,

WHEREAS, plans to expand the current tennis facility are listed in the City of Lakeland Parks Master Plan 2025 and the Windward Slopes Parks Master Concept Plan; and,

WHEREAS, grant funds to assist with this project are available through the Local Parks and Recreation Fund 2026 grant cycle from the Tennessee Department of Environment and Conservation; and,

WHEREAS, Staff proposes to submit an application for the Local Parks and Recreation Fund 2026 grant cycle from the Tennessee Department of Environment and Conservation to assist with the design and construction cost of expanding the current tennis facility:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Interim City Manager is hereby authorized to submit an application for the Local Parks and Recreation Fund 2026 grant cycle from the Tennessee Department of Environment and Conservation.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5TH day of February 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Sue Lipscomb
City Recorder Pro Tempore



Department of
**Environment &
Conservation**

Office of Outdoor Recreation (ORec)

2026 Intent to Apply Workshop

Office of Outdoor Recreation (ORec)

- Gov. Lee announced the creation of Tennessee's Office of Outdoor Recreation formation using existing resources and restructured in August 2024.
- ORec Mission: *To advance conservation and expand access to outdoor recreation which improves the quality of life and economy across Tennessee.*
- Our office focuses on blueways, greenways, strategy and planning, grant administration, recreation consulting, etc.



<https://www.tn.gov/environment/outdoorrec.html>

2026 Funding Sources

Local Parks and Recreation Fund - LPRF

- State funding from T.C.A 67-4-409 Recordation Tax
- Program provides up to 50% reimbursement funds
- Sponsor eligibility: municipalities and county governments
- Eligible projects may include development of public recreation facilities (indoor and outdoor, renovation/rehab) and/or land acquisition for development for public recreation within 3 years of purchase.
- Current inventory of land that has not previously been used for recreation can be used as match.
- Land for development and/or renovation must be owned by a government entity, but can be a lease of at least 25 years remaining between two governmental entities.
- ****NEW**** Reduced match for some counties:
 - An amendment to TCA § 67-4-409 reduces the matching requirement to 25% for projects in counties designated as distressed or at-risk by the Appalachian Regional Commission. Below is the link to identify if your county is designated as at-risk or distressed.
<https://www.tn.gov/transparenttn/state-financial-overview/open-eed/openecd/tneecd-performance-metrics/openecd-long-term-objectives-quick-stats/distressed-counties.html>

2026 Public Recreation Grants Cycle Phases

Phase 1: Complete and submit Intent to Apply application in the Grants Management System (GMS).

- Office of Outdoor Recreation (ORec) staff will review the submitted Intent to Apply application to determine if the planning criteria are met and if so, determine which funding source best aligns with the project. ORec will then assign application type (LPRF, LWCF, RTP) in the GMS for the Applying Organization.
 - Funding source workshops will be held, and the full application will be opened for your completion after

Phase 2: Applying Organizations will complete the full application in the GMS and submit by designated deadline as specified in the funding source workshops.

Deadlines

- **December 4, 2025 (Phase 1):** Intent to Apply/Pre-Application Opens 12:00pm CT
- **January 14, 2026 (Phase 1):** Intent to Apply/Pre-Application Deadline 12:00pm CT
- **January 29, 2026 (Phase 2):** Application type (LWCF/RTP/LWCF) workshop and full application opens 12:00pm CT
- **April 1, 2026 (Phase 2):** Full application due

2026 Maximum Grant Request

- **RTP:** Trail and trail support facilities application
 - Maximum project request of \$392,000 (\$490,000 total project)
- **LPRF and LWCF:** General public recreation facilities or land acquisition
 - We are encouraging smaller projects as it is our intent to spread funding across the communities. However, we will consider a few projects with a project request (reimbursable dollars) of \$3.5 million

Environmental Requirements

- ❖ If the grant application project is selected for funding, all required federal, state, and local permits must be obtained by the grantee as part of the Environmental Review.
- ❖ These permits may include a National Pollution Discharge Elimination System (NPDES), Aquatic Resource Alteration Permit (ARAP) and Storm Water Pollution Prevention Plan (SWPPP) along with any other required TDEC permits or studies. Please be aware a SWPPP will be required for any awarded project that will disturb approximately an acre or more for project construction.
- ❖ The costs associated with any items needed to obtain environmental clearance are 100% the responsibility of the grantee and may cost into the tens of thousands of dollars. In the event a project is selected for funding, receives environmental clearance, and an issue develops at the grant site that requires additional attention, grant funds may be suspended until the issue is resolved.

Requirements – for All Awarded Projects

- ❖ Must have associated land protected in perpetuity for public recreation, unless land lease requirements are met.
- ❖ A project scope that meets the intent of the application scope
- ❖ Adherence to local, state, and federal requirements specific to your grant type
- ❖ Must meet current ADA standards
 - Design/Renderings will be required for submission for ADA compliance and playground safety.
- ❖ All utility lines must be underground unless it meets one of the exceptions, i.e., electrical.
- ❖ All components of the project scope must be within the protected boundary to be eligible for reimbursement.
- ❖ Project expenditures must be included in the scope and budget of project.
- ❖ GMS activities must be submitted and marked as completed prior to associated work and/or expenditures to qualify for reimbursement.

Awarded Project Requirements (continued)

- ❖ Eligible reimbursement and/or match costs must occur during the grant contract term.
- ❖ Project expenditures must take place to receive reimbursement dollars. In-kind must be submitted in a reimbursement request and will be logged as match.
- ❖ All projects must have TN certified Architect and/or Engineer stamped plans on any section of the project that is structural, mechanical or electrical. Renderings and standard construction drawings will be required on playgrounds, trails, ball fields, playing courts, parking lots, etc.
- ❖ All playgrounds must be secured from a commercial playground manufacturer that is a current member of IPEMA and the structure must meet ASTM, CPSC, and ADA requirements for public playgrounds. In addition, playgrounds must have:
 - ❖ A third-party HIC test performed on safety surface on-site with Recreation Consultant present -- secured and paid by grantee.
 - ❖ An on-site Playground Safety Inspection performed by regional Recreation Consultant upon completion of installation.



WINDWARD SLOPES PARK

MASTER PLAN | NOVEMBER 2025

CITY OF
LAKE LAND
TENNESSEE

Kimley»Horn



ACKNOWLEDGMENTS

Without the support of many dedicated individuals this plan would not be possible. We want to thank them for their hard work, expertise, insight, and encouragement through the planning process.

LAKELAND PARKS BOARD:

- Hillary Richards** - District 1
- Kimberly Rossie** - Chair, District 2
- Jason Valentine** - District 3
- Ben Ledsinger** - District 4
- JP Castorena** - Vice Chair, District 5
- Amy Ethridge** - Secretary, District 6
- Megan Pope** - District 7
- Jason Eaton** - District 8
- Vice Mayor Michele Dial** - Board of Commissioners Liaison

At-Large Members -

- Linsey Reap
- Reagen Paule (RP)
- Daniel McGarry
- Adam Bryant
- Bella Christina Oberhansley
- Amber Nichols

PREPARED FOR:

City of Lakeland, TN

10001 Hwy 70
Lakeland, TN 38002
901.867.2717
www.lakelandtn.gov



PREPARED BY:

Kimley-Horn and Associates

6750 Poplar Avenue
Suite 600
Memphis, TN 38138
901.374.9109
www.kimley-horn.com



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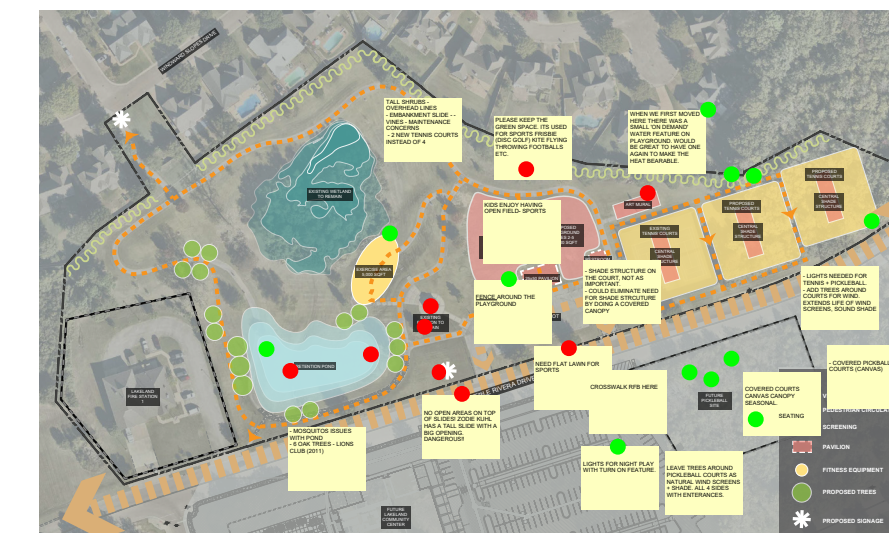
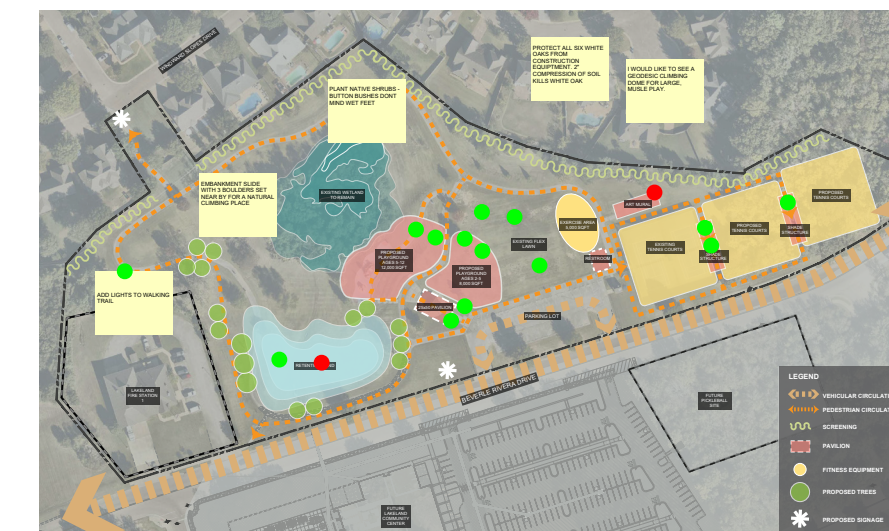
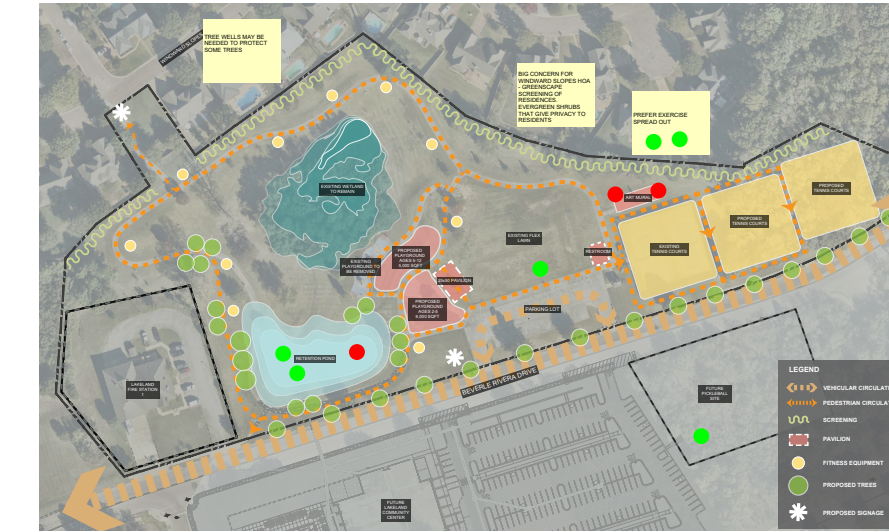
4 MASTER PLAN

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PUBLIC ENGAGEMENT

Public engagement plays an integral role in the development of a Master Plan. Input from the community helps guide the overall design and informs key decisions. In the preliminary stages of the planning process, a public input session was held at Lakeland City Hall. The meeting included exhibits ranging from functional layout diagrams to visual preference surveys. Members of the public were given the opportunity to comment on the various exhibits using written notes and green/red dots. The meeting was facilitated by the Design Team and Parks & Recreation staff. The results of this process were used to inform the design of the Master Plan.





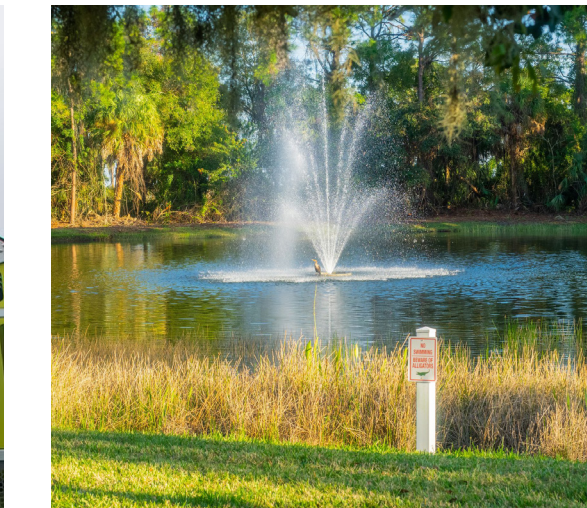
WINDWARD SLOPES PARK MASTER PLAN

LEGEND

- | | | |
|-----------------------|---------------------------|----------------------------|
| 1 ENTRANCE SIGNS | 9 FLEX LAWN | 17 TRAIL SEATING AREA |
| 2 EXPANDED PARKING | 10 RESTROOM BUILDING | 18 CARDIO FITNESS STATIONS |
| 3 34' BY 60' PAVILION | 11 GROUP FITNESS AREA | 19 EXISTING WETLAND |
| 4 PLAYGROUND PATIO | 12 YARD GAME SPACE | 20 RETENTION POND |
| 5 SPLASH PAD | 13 EXISTING TENNIS COURTS | 21 RESIDENTIAL BUFFER |
| 6 5-12 PLAYGROUND | 14 NEW TENNIS COURTS | |
| 7 HILL PLAY AREA | 15 TENNIS COURT CANOPY | |
| 8 2-5 PLAYGROUND | 16 RAISED CROSS-WALK | |

Windward Slopes Park is an anchor of the Lakeland community with rich ties to the history of the Lakeland Amusement Park and connections within the Windward Slopes community. This 9 acre park currently features a 1/3 mile paved walking trail, playground, pavilion, tennis courts, ball wall, restrooms and parking. With the development of new recreational facilities in this area, including the Lakeland Community Center and a City of Lakeland pickleball facility, Windward Slopes Park has the opportunity to provide improved and new facilities to compliment these developments and better serve the community.

This Master Plan seeks to enhance the existing facilities of Windward Slopes Park for Lakeland residents. It is intended to serve as a guiding document for future redevelopment of the park.



MATERIAL RECOMMENDATIONS

FURNISHINGS

The furnishing recommendations are a mix of City standards and new furnishings to anchor this space within the overall park system. They will also provide an opportunity for new uses and play elements within the park. Furnishings are shown for design intent. Final selections will be determined through the construction documentation process.



DUMOR BENCH 160



MONOLINE COMMUNITY TABLE



DUMOR 157



GARDEN BIKE RACK



OUTDOOR TABLE TENNIS



CONCRETE CORNHOLE



TONIK GOBY LOVE SEAT



TONIK GOBY LOUNGE CHAIR

PRODUCT SPECIFICATIONS

- BENCHES: DuMor bench 160 with backs and arms
- TRASH RECEPTACLES: DuMor receptacle 157 with rain bonnet
- BIKE RACKS: Forms + Surfaces Garden bike rack
- YARD GAMES: Stone Age Table Tennis; Outdoor Concrete Games cornhole/bag-toss
- TABLES: Site Pieces Monoline Community table
- CHAIRS: Tonik Goby lounge chair and love seat

MATERIAL RECOMMENDATIONS

PLAY EQUIPMENT

The proposed playground enhancements for Windward Slopes Park include both traditional play equipment, natural hill play, and a splash pad. These features will provide a wide range of challenging and fun play experiences for kids of all ages and abilities. Play equipment is shown for design intent. Final selections will be determined through the construction documentation process.



GENTLE ACTIVITY ZONE



5-12 TOWER STRUCTURE



UNIVERSAL ZONE



SWING SET



EMBANKMENT SLIDES



HILL CLIMBERS



DYNAMIC ZONE



2-5 STRUCTURE

PRODUCT SPECIFICATIONS

- SPLASH PAD FEATURES: Aquatix by Landscape Structures splash pad equipment
- PLAYGROUND FEATURES: Landscape Structures SmartPlay, PlayBooster, and Free Standing, and other play equipment lines
- EMBANKMENT & HILL PLAY: Ropes, Slides, and other various pieces from Landscape Structures

MATERIAL RECOMMENDATIONS

ADDITIONAL ELEMENTS

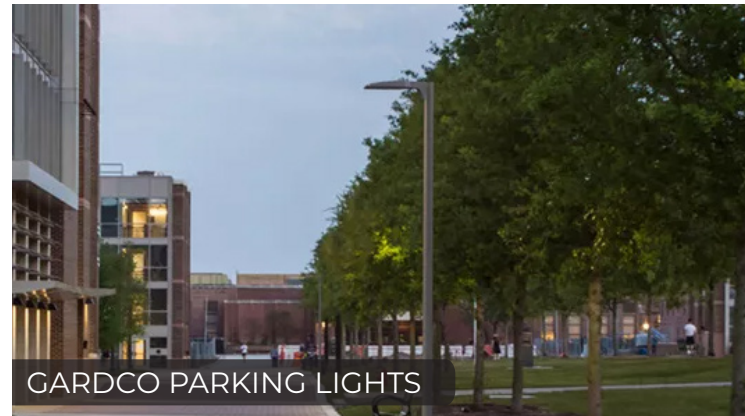
Other site elements like shade structures, lighting, and exercise equipment also enhance the user experience and recreation opportunities within Windward Slopes Park. These elements are a blend of Lakeland standards and new elements. Materials are shown for design intent. Final selections will be determined through the construction documentation process.



CARDIO STATION EQUIPMENT



GROUP FITNESS EQUIPMENT



GARDCO PARKING LIGHTS



BULLARD LIGHT BOLLARD



TIMBER PAVILION



TENNIS SHADE STRUCTURE



LANDSCAPE FORMS POLE LIGHTS



LINEAR FENCE MOUNTED LIGHTS

PRODUCT SPECIFICATIONS

SHADE STRUCTURES: Cedar Forest Products Open Tiber Truss Structure (34' x 60'); Polygon Chelsea Shelter (16' x 34')

EXERCISE EQUIPMENT: Landscape Structures HealthBeat and FitCore products

BOLLARD LIGHTS: Bullard Bollards Segmento Bollard light

LIGHT POLES: Gardco Optiform fixture, Landscape Forms Arne lights

SPORTS LIGHTING: Linear Fence mounted lights

OPINION OF PROBABLE CONSTRUCTION COST

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PLAYGROUND	XXM
TENNIS COURT ENHANCEMENTS	XXK
ADDITIONAL PARK ELEMENTS	XXM
TOTAL	XXM



Meeting Cycle: Thursday, February 5, 2026

Subject: **Resolution** - authorizing a contract extension with Ladd's for athletic field maintenance services.

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-15-2026.

BUDGET IMPACT

Funding for this item is allocated in the FY 2026 budget.

DISCUSSION

Ladd's is an agency with a long track record of turf management and with Certified Sports Field Managers on staff.

In April 2021, Lakeland School System "piggybacked" onto the contract between Ladd's and Collierville Schools in accordance with Tennessee Code. The City of Lakeland was eligible to "piggyback" onto this contract as well. Doing so has allowed for city athletic fields to be established as high quality playing surfaces for Lakeland residents.

Ladd's has provided this service to the City of Lakeland since 2022 for the Brody Townsend Athletic Complex fields. This new contract will include services for the new City Hall Park T-ball field.

RESOLUTION R-15-2026

AUTHORIZING THE A CONTRACT EXTENSION WITH LADD'S FOR ATHLETIC
FIELD MAINTENANCE SERVICES

Whereas, the City of Lakeland, Tennessee, (the "City") desires for the Brody Townsend Athletic Complex fields at 9661 Memphis Arlington Road to continue to be professionally maintained by certified sports fields managers; and,

Whereas, the City desires to extend these services to the newly constructed City Hall Park T-ball field; and,

Whereas, Lakeland School System joined the services agreement between Collierville Schools and Ladd's for athletic fields turf management by utilizing the "piggyback" procurement is specifically authorized by Tennessee Code Annotated § 12-3-1201, et seq.; and,

Whereas, the City utilized the "piggyback" procedure and authorized the City Manager to renew the contract with Ladd's via Resolution R-23-2024; and,

Whereas, the City desires to extend the contract with Ladd's for an additional year at a price increase of 2.7%, based on the Consumer Price Index:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Interim City Manager is hereby authorized to extend the current contract for athletic field maintenance services of the Brody Townsend Athletic Complex by one (1) year, at the increased price, and include services for the City Hall Park T-ball field beginning March 1, 2026.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5TH day of February 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Sue Lipscomb
City Recorder Pro Tempore



TURF MAINTENANCE AT CITY OF LAKELAND SOCCER COMPLEX

SERVICE LOCATION

City of Lakeland Soccer Complex – 9661 Memphis-Arlington Rd, Arlington, Tn 38002

SCOPE OF WORK

Scope of work to include mowing, over-seeding, aeration, topdressing, fertilizer, and weed treatments as required by the City of Lakeland.

CONTRACT

March 01, 2026 – February 28, 2027, with option to renew the contract for three (3) consecutive one-year terms for a total of four (4) years, if agreeable by all parties. If all parties agree to extend the initial contract beyond the first year, future pricing may not exceed the previous year's Consumer Price Index, not to exceed 5%.

BILLING

Invoices will be submitted monthly and will include cost only for services performed during the month.

QUALIFICATIONS

Ladd's is an industry leading provider of reel/rotary mowers, top dressers, turbine blowers, aerators, and turf equipment in the Southeast. With fifteen (15) years' experience in school administration and athletic field management, Ladd's Athletic Field Services is more than capable of improving the performance and safety of athletic fields while communicating with school personnel to ensure scheduling. We currently have four (4) golf course superintendents on staff, former grounds superintendents, former athletic directors, school administrators, and seventeen (17) service technicians. Ladd's is a 27 million dollar company with locations in Knoxville, Little Rock, Memphis, and Baton Rouge. For references to ensure Ladd's is a reputable company across the Southeast, please ask and we can provide. We understand schools may need to gauge our weight as a company. Honestly, there is not a better company more prepared to handle this service.

QUANTITIES

Ladd's Athletic Field Services has verified measurements. We have spoken with city personnel to ensure mowing locations and determine size and conditions of facilities. In doing so, no price variations will occur on this estimate. Ladd's AFS will submit our proposal and is considered final based on measurements, site visits, and conditions as is.

SERVICE SPECIFICATIONS AND LEVEL DEFINITIONS

Level 1: MOWING	
ACTION	Mowing
CUT HEIGHT	.75" – 1" height to cut
CYCLE	Mowing – Twice per week and as needed outside of contracted dates

Level 2: AERATION/TOPDRESS	
ACTION	Aerating/Topdress at 1/4 inch
CYCLE	Once per year in June/July

Level 3: FERTILIZER AND WEED TREATMENT	
ACTION	Fertilize and treat all weeds
CYCLE	(3) fertilizer (2) pre-emerge (2) post-emerge

Level 4: OVER-SEEDING	
ACTION	Seeding with Perennial Rye 3 Seed Blend with Fertilizer
CYCLE	Once annually with seed/Fert app included

Level 5: Infield Edging	
ACTION	Edging done once per month or as needed
CYCLE	

MOWING

- The mowing season will be defined to run March 1st through October 31st. Winter mowing will be charged per mowing and not included in contract.
- Mowing of all fields shall be performed using at a height to cut of 1 inch to 1.5 inches.
- Prior to the start of each cutting, the fields will be inspected for large debris or litter that will interfere with the mowing process. Litter will be picked up and removed. Ladd’s will not mow litter.
- Any areas too wet to mow will be cut when the area dries or cut by equipment while wet that does not jeopardize the integrity of the turf. If too wet, Ladd’s can determine to cut the next mowing cycle.
- Any area that is routinely too wet, will be reported the Chief of Operations, or designee.
- Ladd’s does not expect the city to repair any areas that were mowed at such a high rate of speed to cause turf damage.
- High-speed “pivot” turns that damage the turf will not be allowed.
- Ladd’s AFS will be responsible for all damage to signs, utilities, or any broken windows/glass caused by Ladd’s equipment.

FERTILIZATION

- An N-P-K fertilizer will be applied at least 3 times annually based on the turf condition and soil sample results. The applications will include a balanced slow-release fertilizer with a minimum of one (1) pound of Nitrogen per 1000 square feet.

WEED CONTROL

- Pre-emergent and post-emergent herbicides will be applied as needed to keep the turf 95% weed-free. Pre-emergent herbicides will not be applied in the fall to fields that will be over-seeded with perennial rye seed.
- Ladd's AFS will perform spraying on Johnson University property for both pre and post emergent weed control to include all broadleaf, grass and sedge species considered to be weeds in the area. It is Ladd's AFS responsibility to apply herbicides as necessary to keep all properties weed free throughout the year.
- The herbicide used in treatment of turf will consist of herbicide products that will control all weeds and will not damage Bermuda and Zoysia grasses. Turf grass damage or turf killed by spraying application will be replaced by fully sodding the affected area.

OVER-SEEDING

- Perennial Rye for turfgrass will be seeded annually in late Fall according to the recommended application procedures and rates. Seed brand and type will be approved by the Chief of Operations. Rye seed fertilization will be based on as needed.

AERATION/TOP DRESSING

- Aeration will be performed with a solid-tine aerator to a minimum depth of 3" prior to topdressing. Irrigation systems will be marked and protected from damage. This service will be scheduled with the Chief of Operations, or designee. Ladd's will top dress each field with topdressing sand at a depth of 3/8 of an inch in late June or early July.

DEBRIS REMOVAL

- Litter and debris will be collected by Ladd's turf crew immediately prior to each mowing in fine cut areas. "Litter" will mean branches/limbs, paper, cans, bottles, cigarette butts, and/or other discarded debris or materials on the ground and/or roadside.
- Any litter not collected and subsequently mowed and dispersed through the Ladd's mowing activity shall be immediately collected by the Ladd's personnel before proceeding to the next mowing location.
- Grass clippings or other debris may need to be dumped on-site, out of view.

DISPLACEMENT OF CLIPPINGS

- Normal amounts of clippings may be left on the turf. Excessive clippings that would damage turf conditions will be removed or dispersed by Ladd's turf crew before leaving the work site.

GENERAL TERMS AND CONDITIONS

HOURS OF OPERATION

- Work will be performed between 7:00 a.m. through 3:00 p.m. on Monday-Friday. Occasionally, weather may prohibit work Monday-Friday. Ladd's AFS does not make a habit out of working on weekends; however, rarely work may be performed over weekends or long holiday breaks while

school is not in session. These instances will be approved by the Chief of Operations, or designee.

- All services will be coordinated with the Chief of Operations, or designee to ensure services do NOT interfere with school/athletic events. Game/practice schedules are necessary to schedule field work. All make-up games will also be coordinated with the Chief of Operations, or designee.

MATERIALS/EQUIPMENT

- Ladd's AFS will be responsible for the complete performance of all work under this contract; for the methods, means, and equipment used; and for furnishing all materials, tools, and apparatus for every description used in connection to this contract. Ladd's AFS is responsible for providing, maintaining, and transporting all necessary equipment and fuel for its use in connection with the program of mowing described herein.
- All equipment must be maintained in a safe operating condition and will be in proper running order in accordance with applicable laws, rules, and regulations.
- All mowing equipment will have sharp blades so that the grass is cut properly, including keeping the equipment in such condition to avoid fluid leaks on fields.
- The Chief of Operations will have the right to inspect all equipment at any time to ensure compliance with the requirements; however, it will be Ladd's responsibility to ensure that the equipment remains in good working order. Any equipment deemed unsafe by designees will not be used.
- Mower maintenance such as oil changes, hydraulic leaks, etc. are NOT to be performed while on campus.

MANAGEMENT, SUPERVISION, AND SAFETY

- Ladd's is responsible for providing fully trained and qualified personnel. Extreme care and caution are to be used in selecting a turf personnel to fulfill contract requirements. The turf manager and crew will be closely monitored by the Ladd's management at each site to detect operational irregularities and non-compliance. The Chief of Operations, or designee, will report any concerns to the turf manager, as well as corporate management.
- The City of Lakeland may remove any employee from campus who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the city. Ladd's ensures that all employees, crew, or field manager will:
 1. Have a minimum of 3-year mowing/landscaping experience.
 2. Receive routine safety training.
 3. Understand that the City's primary focus is the health and safety of students and staff.
- It is Ladd's Corporate responsibility to oversee the activities of its staff daily, throughout the range of our activities, and does not delay, ignore, or otherwise limit its contractual obligations.
- Ladd's will be responsible for the supervision and direction of work performed by Ladd's employees and will provide a full-time turf manager on the premises to carry out that responsibility.
- The turf manager will have authority to act as agent for Ladd's AFS and will be fully qualified to implement the proposed specifications.
- Ladd's AFS vehicles will be marked with company name.
- Ladd's AFS turf manager and crew will wear a uniform each day. The uniform will have Ladd's affixed thereon in a permanent manner. Any color or color combination will be used.
- All Ladd's personnel will be courteous to students, staff, and visitors while on campus.

ACCESIBILITY OF TURF MANAGER

- Ladd’s will supply cell phone numbers, daytime office numbers, and fax numbers of the turf manager supervising this contract.
- Ladd’s turf manager should communicate weekly on schedules and field conditions. Any complaints or concerns will be made to the Chief of Operations, or designee.

**Turf Maintenance at Lakeland Athletic Complex Fields
Bid Pricing Sheet**

Location	Level 1 Mowing (per field)	Level 2 Aerify/Topdress (per field)	Level 3 Fert/Weed Control (per acre)	Level 4 Over-Seed (per field)	Level 5 Per Edging
Soccer Field 1	\$159.00	\$6,441.00	Fert \$320.00 Pre \$350.00 Post \$350.00	\$4,273.00	NA
Soccer Field 2	\$159.00	\$6,441.00	Fert \$320.00 Pre \$350.00 Post \$350.00	\$4,273.00	NA
T-Ball Field	\$110.00	\$3000.00	Fert \$350.00 Pre \$350.00 Post \$350.00	\$2000.00	\$350.00
*TOTALS	\$428.00	\$15,882.00	TBD	\$10,546.00	\$350.00

* Pricing is based on a cost per service for each field or per acre as listed.

Ladd’s Athletic Field Services

Date

City of Lakeland

Date

Meeting Cycle: Thursday, February 5, 2026

Subject: **Discussion** - on proposed amenities for the Lakeland Community Center YMCA.

Staff Contact: Emily Harrell, Interim City Manager / City Engineer

STAFF RECOMMENDATION

City Staff is seeking a recommendation from the Board of Commissioners on the proposed amenities for the Lakeland Community Center YMCA.

BUDGET IMPACT

The current allocated funding for the Lakeland Community Center YMCA is sufficient to cover the cost of the Dynadome pool structure and Phase 2 Aquatics center.

DISCUSSION

The Lakeland Community Center YMCA is currently under contract with Moss Carpenter Construction for construction of the building, including the gymnasium and early childhood learning center, parking lot, landscaping, airnasuim, and an outdoor 8-lane pool. The total contract for construction of these facilities is \$18,275,000. The project is funded by a USDA Rural Development Loan (\$19,860,000), DHS Grant (\$5,332,500) and a YMCA contribution (\$4,763,000) totaling \$29,955,500.

The Parks and Recreation Board recommends the Board of Commissioners consider adding a pool enclosure and the Phase 2 Aquatics Center to the project. The Dynadome pool enclosure is a retractable roof system which will allow year-round usage of the pool. The estimated cost of the Dynadome, including installation, is \$2,500,000. Resolution R-111-2025 approving the Moss Carpenter contract allows up to \$3,655,000 in contingency which is adequate to cover the cost of the Dynadome and any additional unforeseen costs during construction. No additional Board action is necessary to move forward with the Dynadome.

The Phase 2 Aquatics Center completes the City's vision for the Lakeland Community Center YMCA, offering a leisure pool, spray park, water slides, and water play structure. The cost estimate for construction of the Phase 2 Aquatics Center is \$4,323,000. The YMCA will manage the construction of the Phase 2 Aquatics Center utilizing their capital contribution. Any funds remaining from the construction of the Phase 2 Aquatics Center will be returned to the City upon completion of the project. The existing contract with the YMCA will be amended to

allow the YMCA to construct the Phase 2 Aquatic Center and dedicate it to the City upon completion.

Below is a breakdown of the Capital Contributions and Construction Costs. With the addition of the proposed amenities, the project is \$2,407,618 under budget.

Capital Contributions

USDA Loan	\$19,860,000
DHS Grant	\$5,332,500
YMCA	<u>\$4,763,000</u>
	\$29,955,500

Project Costs

Design & Construction Administration	\$1,891,536
Building, Parking, Pool	\$18,275,000
Retention Pond	\$558,346
DynaDome	\$2,500,000
Phase 2 Aquatics Center	<u>\$4,323,000</u>
	\$27,547,882

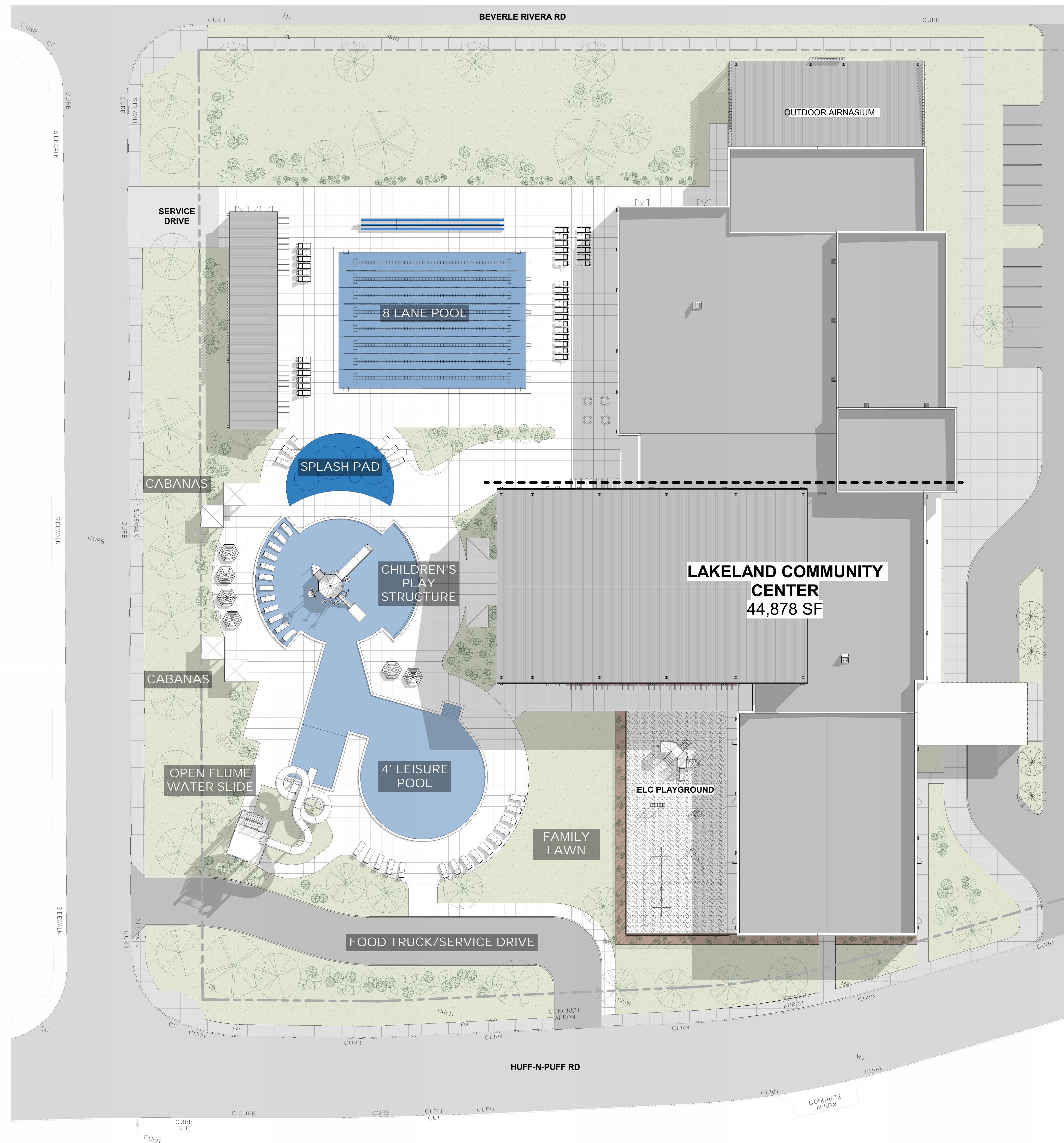
Estimated Excess Project Funds

USDA Loan (restricted)	\$1,967,618
YMCA (non-restricted)	\$440,000

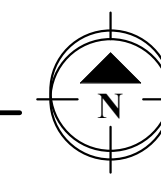




3 1/2 FT NO DIVING



1 PRESENTATION SITE PLAN
3/64" = 1'-0"



City of Lakeland / YMCA of Memphis & the Mid-South
LAKELAND COMMUNITY CENTER
 9822 Huff-N-Puff Road | Lakeland, TN 38002



Board of Commissioners

Meeting Cycle: Thursday, February 5, 2026

Subject: **Resolution** - approving a Communications Right-of-Way Agreement between the City of Lakeland and C Spire Wireless.

Staff Contact: Nick Pulido, Public Works Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-16-2026

BUDGET IMPACT

There is no budgetary impact to this resolution.

DISCUSSION

C Spire Wireless provides telecommunication services and desires to locate their utility within the City's right-of-way. The proposed Right-of-Way Agreement sets parameters in which they may install, maintain and operate utility within the City right-of-way. A permit has been applied to install fiber optic line on Canada Road.

RESOLUTION R-16-2026

APPROVING A COMMUNICATIONS RIGHT-OF-WAY AGREEMENT BETWEEN THE
CITY OF LAKELAND AND C SPIRE WIRELESS

WHEREAS, C Spire Wireless, desires to locate its utility within the City of Lakeland Right-of-Way; and,

WHEREAS, the Right-of-Way Agreement outlines the requirements for an outside utility to install, maintain and operate their utility within the City's Right-of-Way; and,

WHEREAS, the term of agreement of fifteen (15) years with two additional five (5) year terms unless one party provides notice of non-renewal:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the Mayor is hereby authorized and directed to execute a Communications Right-Of-Way between the City of Lakeland and C Spire Wireless.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 5th day of February 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Sue Lipscomb
City Recorder pro tempore

COMMUNICATIONS RIGHT-OF-WAY AGREEMENT

This Communications Right-of-Way Agreement (hereinafter referred to as the "Agreement") is made as of _____, 2026 (hereinafter referred to as the "Effective Date"), by and between the City of Lakeland, in Shelby, Tennessee (hereinafter referred to as the "City"), and C Spire Wireless (hereinafter referred to as "C Spire").

RECITALS

WHEREAS, C Spire is a corporation duly organized and existing under the laws of the State of Mississippi (and authorized to operate in the State of Tennessee) that provides Telecommunications Services (as defined herein); and

WHEREAS, desires to construct, install, maintain and operate Facilities (as defined herein) within the Public Rights-of-Way (as defined herein) for the purposes of providing Telecommunications Services; and

WHEREAS, the City has the legal authority to grant C Spire access to the Public Rights-of-Way, manage the Public Rights-of-Way with respect to C Spire for the use of the Public Rights-of-Way.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and C Spire agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this Agreement shall have the following meanings:

(a) "Facilities" means wires, cables conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located or to be located by C Spire in the Public Rights-of-Way of the City and used for the transmission of Telecommunications Services.

(b) "Permit" means the written authorization granted by the City for the use of the Public Rights-of-Way in the City for the purpose of providing Telecommunications Services.

(c) "Public Rights-of-Way" means the surface and the area across, in, over, along, upon and below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, bridges, highways, parks and places and other rights-of-way as the same now or may thereafter exist that are under the jurisdiction or control of the City.

(d) "Restore" or "Restoration" means the process by which a Public Right-of-Way is returned to a state that is as good as or better than its condition before construction.

(e) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(f) "Telecommunications Services" means the offering of Telecommunications to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(g) "Telecommunications System" means a system that offers Telecommunications Services.

SECTION 2

CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF THE FACILITIES

2.1 Access

Subject to the provision of this Agreement, and all applicable laws and regulations, the City hereby grants to C Spire, their agents, or contractors, the non-exclusive right to construct, install, maintain, locate, move, operate, place, relocate, remove and replace Facilities, in, under, over, across, upon and along the Public Rights-of-Way for the purpose of providing Telecommunications Services. In consideration for the right to construct and locate the Facilities within the Public Rights- of-Way, C Spire shall pay the City a one-time fee in the sum of Five Thousand Dollars (\$5,000) within thirty (30) days of the date of this Agreement. No such construction or installation of the Facilities may begin until such payment is received by the City.

2.2 No Interference

C Spire shall not interfere in any manner with the existence and operation of any and all sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, cable system wires, or other telecommunications, utility and municipal property without the prior written approval of the owner(s) of the affected property or properties; provided, however, that C Spire is granted the right of ingress and egress to and from Public Rights-of-Way as C Spire may need to exercise its rights under this Agreement. Further, C Spire shall, in all respects, comply with the requirements of the Tennessee Underground Utility Damage Prevention Act set forth in Tenn. Code Ann. § 65-31-101, et al. C Spire agrees, at its sole expense, to perform (or cause to be performed) a post-construction inspection of all City sewer and drain lines located within the Public ROW, or located in close proximity such that they may be affected by C Spire installation of its Facilities. The post-construction inspection shall be conducted using CCTV or similar technology. C Spire shall be responsible for any repairs necessary to restore the City sewer and drain lines to their pre-facility installation condition.

2.3 No Property Interest

This Agreement is not a grant by the City of any fee simple or other property interest and is made subject to the right of the City to use the Public Rights-of-Way for any legally authorized public purpose.

2.4 Police Powers

C Spire rights under this Agreement are subject to the police powers of the City to adopt and enforce laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 Application for Permits

Prior to entering upon or occupying the Public Rights-of-Way for the purpose of providing Telecommunications Services, C Spire shall apply for and obtain a Permit from the City and provide 24 hour notice to City prior to beginning work. C Spire shall complete a permit application prepared by the City. C Spire shall furnish detailed plans of the Facilities it plans to install or maintain in the Public Rights-of-Way, and shall pay a permit fee as provided in the City Fee Schedule prior to issuance of a permit.

2.6 Issuance of Permits

Upon execution of this Agreement, C Spire's performance of the obligations set forth in Section 2.5 above and the City's review of the permit application and accompanying information to the City's satisfaction, the City shall issue all permits necessary to the installation of the Facilities in accordance with the City's standard permitting procedures.

2.7 Manner of Construction

The construction, installation, operation, maintenance and removal of C Spire's Facilities shall be accomplished without cost to the City and in such a manner so as not to endanger persons or property, or unreasonably obstruct travel on any road, sidewalk or other access thereon within the Public Rights-of-Way. All C Spire construction, maintenance, operating and repair personnel shall be thoroughly trained in the safe use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all federal, state, and local laws and regulations. C Spire shall routinely inspect and maintain all Facilities so that conditions that could develop into safety hazards are corrected before they become a hazard. The construction, installation, operation, maintenance and removal of its Facilities shall meet or exceed the standards of the National Electrical Safety Code, the National Electric Code and any other applicable federal, state and local laws and regulations.

2.8 Conditions of Facilities

C Spire agrees to keep its Facilities in good and safe condition and free from any nuisance. All wires, cables, and other equipment shall be installed parallel with electric and telephone lines, and multiple configurations shall be arranged in parallel and bundles with due respect for engineering considerations.

2.9 Relocation for City Purposes

C Spire shall relocate, in cooperation with the City, any Facilities installed and maintained under this Agreement if and when made necessary by any lawful action by the City, including but not limited to, change of grade, alignment or width of any street, including the construction, maintenance or operation of any underground subway or viaduct by the City and/or the construction, maintenance or operation of any other of the City's underground or above-ground Facilities; provided, however, that all similarly situated entities located in the area in which such change or alignment occurs shall also be required to relocate their respective Facilities.

2.10 Removal and Abandonment

If C Spire decides to abandon all or a portion of its Facilities, it shall notify the City in

writing no later than sixty (60) days after its decision. C Spire shall promptly vacate and remove the Facilities at its own cost and return the right-of-way on which the facilities were located to the same or similar condition existing before such removal. If this Agreement is lawfully revoked by the City pursuant to Section 4.5 of this Agreement, C Spire shall promptly vacate and remove the Facilities at its own cost. If removal is not completed within six (6) months of C Spire's decision to abandon or the City's revocation of this Agreement, the City may remove the Facilities at C Spire's cost.

2.11 Undergrounding of Facilities

C Spire shall place its Facilities underground as required by the City; provided, however, that all similarly situated entities located in areas in which the City shall require the Facilities to be placed underground shall also be required to bury their Facilities under the same terms and conditions.

2.12 Restoration

Whenever C Spire or any subcontractor disturbs any pavement, sidewalk or other improvement on any private property, the same shall be repaired and restored within sixty (60) days of the completion of the disturbance at the sole cost of C Spire. Additionally, C Spire and/or any subcontractor may disturb any pavement, sidewalk or other improvement on any Public Rights-of-Way only after first securing the necessary permit from the City. C Spire and/or any subcontractor shall restore any sidewalk and/or any other improvement within the Public Rights-of-Way within thirty (30) days of completion of the disturbance at the sole cost of C Spire and in default of such restoration, the City may perform such work. C Spire shall in all events remain responsible for all such direct cost of restoration and in default of payment, C Spire shall be responsible for the cost along with any liquidated damages applied by the City in accordance with Section 4.4 below.

SECTION 3 TERM

3.1 Term

The term of this Agreement shall be for a period of fifteen (15) years commencing on the Effective Date of this Agreement unless the Agreement is lawfully terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. This agreement will automatically renew for two terms of five (5) years each unless one party provides the other 90 days' notice of non-renewal.

3.2 Non-Discrimination

Notwithstanding anything in this Agreement to the contrary, in the event the City enters into a Communications Right-of-Way Agreement(s) ("ROW Agreements") with one or more similarly situated telecommunications providers after the Effective Date, the City agrees that C Spire shall not be assessed any fee, charge, cost or compensation (other than the aforementioned initial payment set forth in Section 3.2(a)) that is (a) in excess of that amount permitted by then applicable laws and regulations; or (b) that is not also being assessed by the City in a similar manner upon said other telecommunications providers that have entered into such ROW Agreements with the City.

SECTION 4
INDEMNIFICATION, INSURANCE AND ENFORCEMENT

4.1 Indemnification

C Spire, jointly and severally, for itself, its successors, agents, contractors and employees, agrees to indemnify, defend and hold harmless, the City its officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, fines and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising directly, in whole or in part out of any breach by C Spire of its obligations described in this Agreement, except to the extent any losses arise from the willful misconduct or negligent acts or omissions of the City, its officers, employees or agents.

IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY ANY PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

4.2 Insurance

C Spire shall maintain throughout the term of this Agreement insurance with regard to all damages in the minimum amounts of the following:

(a) General Liability- public liability, including premises, products and complete operations.

- (1) Bodily injury liability
\$500,000 each person
\$1,000,000 each occurrence
- (2) Property damage liability
\$1,000,000 each occurrence
- (3) Bodily injury and property
\$1,000,000 single limit damage combined

(b) Comprehensive - Automobile Liability Insurance, including owned, non- owned and hired vehicles.

- (1) Bodily injury liability
\$500,000 each person
\$1,000,000 each occurrence
- (2) Property damage liability
\$1,000,000 each occurrence

- (3) In lieu of (1) and (2)
\$1,000,000 single limit bodily injury and
property damage combined

(c) Upon request C Spire shall furnish a certificate of Insurance to the City confirming the above noted coverages and naming the City as an additional insured on C Spire's general liability policy.

(d) C Spire shall deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above-referenced insurance is in force within thirty (30) days of the Effective Date and within thirty (30) days of the written request by the City.

4.4 Enforcement

(a) If the City has reason to believe that C Spire violated any provision of this Agreement, it shall notify C Spire in writing of the specific violation and the section of this Agreement that it believes has been violated. If the City does not notify C Spire of any violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

(b) C Spire shall have thirty (30) days to cure such violation after written notice is received from the City by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances outside of C Spire's control, the period of time in which C Spire must cure the violation will be extended by the City for such additional time necessary to complete the cure, provided that C Spire shall have promptly commenced to cure and is diligently pursuing its efforts to cure.

(c) Because C Spire's failure to comply with provisions of this Agreement will result in injury to the City, and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against C Spire in the amount of five hundred dollars (\$500.00) per day for each day the violation continues but in no event shall C Spire liability for damages exceed fifty thousand dollars (\$50,000) total, provided C Spire has had an opportunity to cure in accordance with Section 4.4(b) above. Such damages shall not be a substitute for other legal or equitable remedies that may be available to the City or C Spire.

4.5 Revocation

In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke C Spire's permission to occupy the Public Rights-of-Way to provide Telecommunications Services if:

(a) C Spire practices fraud or deceit upon the City in any of its activities pursuant to this Agreement;

(b) C Spire fails to pay to the City permit fees pursuant to Section 2.5 of this Agreement, administrative fees pursuant to Section 3.2(a) of this Agreement, or right-of-way management fees pursuant to Section 3.2(b) of this Agreement; or

(c) C Spire repeatedly violates, after written notice and opportunity to cure, one or

more of the material terms and conditions of this Agreement.

SECTION 5
MISCELLANEOUS

5.1 Assignment

Notwithstanding any provision of this Agreement, C Spire may assign or collaterally assign, in whole or in part, its rights, interests and obligations hereunder without limitation to any of its affiliates, any party providing financing or that purchases substantially all the assets to C Spire and any successors and assigns of the foregoing without the consent of the City. C Spire will provide the City with prior written notice of any assignment. Any assignee of C Spire shall be bound by all of the terms and conditions of this Agreement to the same extent as C Spire.

5.2 Preservation

In placing its Facilities upon and along the Public Rights-of-Way, C Spire shall not injure, or in any manner, cut or trim trees along and in the Public Rights-of-Way without prior written consent from the City. All such trimmings shall be performed in a safe and orderly manner and, to the extent practicable for the proper maintenance and use of its Facilities or any other Facilities, in compliance with the guidelines set forth in any applicable arboreal source reference. Furthermore, C Spire shall be solely responsible for obtaining any required consents from any parties to the extent that C Spire tree trimmings may require consent from such parties.

5.3 Notices

All notices required or permitted to be given under this Agreement shall be in writing, addressed as set forth below, and shall be hand-delivered to the addressee, sent by Federal Express or similar overnight delivery service, or sent by U.S. Mail, certified and return receipt requested.

To the City:

City of Lakeland
10001 Hwy. 70
Lakeland, TN 38002
Attn: City Manager

To the C Spire Group:

With a Copy to:

Emergencies:

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement shall not impair or affect the validity or enforceability of any other provision of this Agreement.

5.5 Successors

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5.6 Governing Law; Venue

This Agreement shall be governed and construed by and in accordance with the laws of the United States of America and the State of Tennessee with venue in the Shelby County Circuit Court.

5.7 Entire Agreement

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and C Spire.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

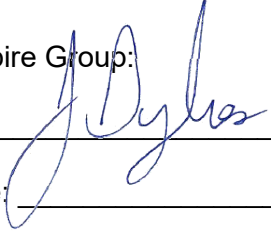
CITY OF LAKELAND, TENNESSEE:

By: _____

Title: _____

Date: _____

C Spire Group:

By:  _____

Title: _____

Date: _____



Board of Commissioners

Meeting Cycle: Thursday, February 5, 2026

Subject: **Discussion and Possible Action** - regarding a revision to the ethics ordinance to specify a dollar amount for minor gifts and gratuity. *Sponsored by Commissioner Connie McCarter*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION