



Board of Commissioners  
Regular Meeting Agenda  
Thursday, February 19, 2026, 5:30 PM  
City Hall, Lakeland, Tennessee 38002

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- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
  1. Fiscal year to date through January 31, 2026
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
  1. Sheriff's Report
  2. City Manager's Report
    - a. Fleet Management Report - Nick Pulido
  3. Commissioners' Report
    - a. Community Advisory Board - Vice Mayor Michele Dial
  4. Mayor's Report
    - a. Proclamation establishing Lakeland's Arbor Day 2026
  5. Municipal Court Semi-Annual Update - Judge Koratsky
    - a. 2025 Annual Performance Review — City Attorney
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of Meeting Minutes from Previous Meeting** - February 5, 2026
2. **Ordinance First Reading** - amending the City of Lakeland Code to Revise the Ethics Ordinance and Revise Relevant Portions of Lakeland Policies to reflect the same
3. **Resolution** - authorizing the Mayor to Execute an Amended Lakeland Community Center Operations and Maintenance Agreement with YMCA of Memphis & the Mid-South
4. **Resolution** - authorizing the Mayor to Execute an Employment Agreement with Emily Harrell to Serve as City Manager
5. **Resolution** - authorizing the City Manager to Execute a Memorandum of Understanding with Lakeland School System for the City's 2026 Freedom Festival
6. **Resolution** - authorizing the Mayor to Execute a Project Development Agreement with the Industrial Development Board of the City of Lakeland, Tennessee
7. **Resolution** - approving a professional services agreement with Kimley-Horn and Associates, Inc. for the Lakeland Pickleball Facility project
8. **Resolution** - authorizing the City Manager to execute a Memorandum of Understanding between the City of Lakeland and Shelby County Sheriff's Office.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

# TREASURER'S REPORT

July 1, 2025 through  
January 31, 2026

# JANUARY GENERAL FUND

Fund Balance	Beginning Fund Balance	Oct Fund Balance
Non-Spendable	-	-
Committed	2,220,852	2,220,852
Assigned	243,841	243,841
Unassigned	5,040,839	3,812,849
<b>Total Fund Balance</b>	<b>7,505,532</b>	<b>6,277,542</b>
<b>Change in Fund Balance</b>	<b>-</b>	<b>(1,227,990)</b>

## General Fund



Revenue: \$4,414,290



Expenditures: \$6,838,015



Other Financing Sources  
(Uses): \$1,195,735



Change In Fund Balance:  
(\$1,227,990)

## Highlights YTD

### Revenue YTD

- Property Tax Revenue: \$1,172,000
- Local Tax Revenue: \$1,599,000
- State Shared Revenue: \$977,000

### Expenditure YTD

- Expenditures at 50% of budget excluding capital projects
- Capital projects at \$1,989,000– New Canada Road accounted for most of this

### Other Financing Sources(Uses)

- Source - Interim financing for the Community Center and New Canada R
- Use – Transfer to Debt Service fund and the school for their allocation of property taxes

### Change in Fund Balance YTD

- Decrease of \$1,227,990

# JANUARY STATE STREET FUND

Beginning Fund Balance: \$1,274,831  
Change in Fund Balance : (\$1,072,382)  
Ending Fund Balance: \$202,450

## State Street Aid Fund



Revenue: \$235,949



Expenditures : \$1,308,330



Change in Fund Balance:  
(\$1,072,382)

## Highlights YTD

### Revenue

- State shared revenue was \$236,000

### Expenditures

- Spent \$863,000 on paving projects
- Spent \$162,000 to date on equipment for road maintenance
- Personnel expenses at 60% of budget

### Change in Fund Balance

- Decrease of \$1,072,382

# JANUARY STORM WATER FUND

Beginning Fund Balance: \$309,732  
Change in Fund Balance: \$12,445  
Ending Fund Balance: \$322,177

## Storm Water Fund



Revenue: \$108,251



Expenditures : \$95,806



Change in Fund Balance: \$12,445

## Highlights YTD

### Revenue

- Received \$108,000 in fees

### Expenditures

- Personnel & Admin expenses at 58% of budget
- Capital expenditures are unchanged at \$27,400 which was the completion of the Oliver Creek bank stabilization

### Change in Fund Balance

- Increase of \$12,445

# JANUARY SOLID WASTE FUND

Beginning Fund Balance: \$386,436  
Change in Fund Balance: (\$220,720)  
Ending Fund Balance: \$165,716

## Solid Waste Fund



Revenue: \$719,461



Expenditures : \$940,181



Change in Fund Balance:  
(\$220,720)

## Highlights YTD

### Revenue

- Received \$719,000 in collection fees – 45% of budget

### Expenditures

- Personnel & admin expenses at 65% of budget
- Contracted services at \$806,200- 54% of budget

### Change in Fund Balance

- Decrease of \$220,720

# JANUARY SEWER FUND

Beginning Net Position: \$14,323,145

Change in Net Position: (\$265,938)

Ending Net Position: \$14,057,207

## Sewer Fund



Operating Revenue:  
\$1,790,623



Operating Expenses:  
\$1,619,783



Operating Income (Loss):  
\$170,840



Change in Net Position:  
(\$265,938)

## Highlights YTD

### Revenue

- Received \$1,790,623, in service and connection fees – 50% of budget

### Expenses

- Personnel and administrative expenses at 50% of spending plan
- Interest and agent fees at \$437,000
- Operating Income of \$170,840

# JANUARY FINANCIAL STATEMENTS



**City of Lakeland, Tennessee**  
**Outstanding Debt as of January 31, 2026**

Beverle Rivera Roadway Extension	\$ 1,066,129.00
LSS High School Construction	\$ 43,142,762.00
LSS Middle School Construction	\$ 13,550,296.00
<b>Total General Obligation debt</b>	<b>\$ 57,759,187.00</b>
Public Works Projects - Sewer Interceptor	\$ 23,030,381.00
Public Works Projects - Sewer Treatment Plant	\$ 716,000.00
<b>Total Sewer Utility Debt</b>	<b>\$ 23,746,381.00</b>
<b>Total Debt</b>	<b>\$ 81,505,568.00</b>

**City of Lakeland**  
**BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED**  
**January 31, 2026**

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
<b>ASSETS</b>						
Cash and cash equivalents	\$ 5,993,202	\$ 106	\$ 197,253	\$ 322,084	\$ 165,351	\$ 6,677,996
Receivables						
Property taxes, net of allowance	6,248,039	-	-	-	-	6,248,039
Grants	74,191	-	-	-	-	74,191
Other	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-
Prepaid items	19,250	-	-	-	-	19,250
Advances Receivable	375,873	-	-	-	-	375,873
Inventory	4,512	-	-	-	-	4,512
Restricted cash	-	-	-	-	-	-
<b>Total assets</b>	<u>\$ 12,715,067</u>	<u>\$ 106</u>	<u>\$ 197,253</u>	<u>\$ 322,084</u>	<u>\$ 165,351</u>	<u>\$ 13,399,861</u>
<b>LIABILITIES</b>						
Accounts payable and accrued liabilities	\$ 16,004	\$ -	\$ (5,197)	\$ (93)	\$ (365)	\$ 10,349
Deposits	160,422	-	-	-	-	160,422
Due to other funds	13,401	-	-	-	-	13,401
Unearned revenue	-	-	-	-	-	-
<b>Total liabilities</b>	<u>189,827</u>	<u>-</u>	<u>(5,197)</u>	<u>(93)</u>	<u>(365)</u>	<u>184,172</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Unavailable revenue						
Property taxes	6,241,253	-	-	-	-	6,241,253
Grants	6,445	-	-	-	-	6,445
Other	-	-	-	-	-	-
<b>Total deferred inflows of resources</b>	<u>6,247,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,247,698</u>
<b>FUND BALANCES</b>						
Nonspendable	-	-	-	-	-	-
Restricted	-	-	-	322,177	-	322,177
Committed	2,220,852	106	202,450	-	-	2,423,408
Assigned	243,841	-	-	-	-	243,841
Unassigned	3,812,849	-	-	-	165,716	3,978,565
<b>Total fund balances</b>	<u>6,277,542</u>	<u>106</u>	<u>202,450</u>	<u>322,177</u>	<u>165,716</u>	<u>6,967,991</u>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<u>\$ 12,715,067</u>	<u>\$ 106</u>	<u>\$ 197,253</u>	<u>\$ 322,084</u>	<u>\$ 165,351</u>	<u>\$ 13,399,861</u>

**City of Lakeland**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED**  
**January 31, 2026**

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
<b>REVENUES</b>						
Property taxes	\$ 1,172,372	\$ -	\$ -	\$ -	\$ -	\$ 1,172,372
Local taxes	1,598,769	-	-	-	-	1,598,769
Intergovernmental	976,677	-	232,777	-	-	1,209,454
Licenses and permits	210,349	-	-	-	-	210,349
Charges for services	136,482	-	-	108,251	719,461	964,194
Federal, state, and local grants	62,189	-	3,172	-	-	65,361
Interest income	203,594	-	-	-	-	203,594
Contributions	-	-	-	-	-	-
Other	53,858	-	-	-	-	53,858
<b>Total revenues</b>	<b>4,414,290</b>	<b>-</b>	<b>235,949</b>	<b>108,251</b>	<b>719,461</b>	<b>5,477,951</b>
<b>EXPENDITURES</b>						
Current						
General government	1,983,633	-	-	-	-	1,983,633
Community development	1,025,509	-	-	-	-	1,025,509
Public works	809,912	-	1,131,370	68,143	914,781	2,924,206
Parks and recreation	1,029,563	-	-	-	-	1,029,563
Capital Outlay	1,989,398	-	176,960	27,663	25,400	2,219,421
Debt Service						
Principal	-	356,124	-	-	-	356,124
Interest and fiscal charges	-	508,047	-	-	-	508,047
<b>Total expenditures</b>	<b>6,838,015</b>	<b>864,171</b>	<b>1,308,330</b>	<b>95,806</b>	<b>940,181</b>	<b>10,046,503</b>
<b>Excess of revenues over expenditures</b>	<b>(2,423,725)</b>	<b>(864,171)</b>	<b>(1,072,381)</b>	<b>12,445</b>	<b>(220,720)</b>	<b>(4,568,552)</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Issuance of debt	3,102,235	-	-	-	-	3,102,235
Issuance of leases	-	-	-	-	-	-
Transfers in	-	864,179	-	-	-	864,179
Transfers out	(1,906,500)	-	-	-	-	(1,906,500)
<b>Total other financing sources (uses)</b>	<b>1,195,735</b>	<b>864,179</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,059,914</b>
<b>Net change in fund balances</b>	<b>(1,227,990)</b>	<b>8</b>	<b>(1,072,381)</b>	<b>12,445</b>	<b>(220,720)</b>	<b>(2,508,638)</b>
<b>Fund balances - beginning</b>	<b>7,505,532</b>	<b>98</b>	<b>1,274,831</b>	<b>309,732</b>	<b>386,436</b>	<b>9,476,629</b>
<b>Fund balances - ending</b>	<b>\$ 6,277,542</b>	<b>\$ 106</b>	<b>\$ 202,450</b>	<b>\$ 322,177</b>	<b>\$ 165,716</b>	<b>\$ 6,967,991</b>

**City of Lakeland, TN**  
**SEWER FUND**  
**STATEMENT OF NET POSITION**  
**January 31, 2026**

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**ASSETS**

Current assets:

Cash and cash equivalents	\$ 1,590,053
Restricted cash and cash equivalents	-
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	1,591,774

Capital assets:

Capital assets, not being depreciated	25,880,556
Capital assets, being depreciated - net	12,592,013
Total capital assets	38,472,569

Net pension asset

Total assets	40,064,343
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**DEFERRED OUTFLOWS OF RESOURCES**

Deferred Outflows Related to Pensions	26,510
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**LIABILITIES**

Current liabilities:

Accounts payable and accrued expenses	33,455
Deposits	-
Advances payable to General Fund	-
Current portion of notes payable	716,000
Total current liabilities	749,455

Noncurrent liabilities:

Net pension liability	28,464
Notes payable, net of current portion	25,254,821
Total liabilities	26,032,740

**DEFERRED INFLOWS OF RESOURCES**

Deferred Inflows Related to Pensions	906
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**NET POSITION**

Net investment in capital assets	12,501,748
Unrestricted	1,555,459
Total net position	\$ 14,057,207

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# City of Lakeland, Tennessee

## SEWER FUND

### STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

January 31, 2026

	Prior YTD 01/31/25	Current YTD 01/31/26	Plan FY 2027
<b>Operating revenues:</b>			
Sewer service fee	\$ 1,439,819	\$ 1,493,073	\$ 3,039,067
Service connection fees	144,800	297,550	509,650
Operating grants	-	-	2,614,797
<b>Total operating revenues</b>	1,584,619	1,790,623	6,163,514
<b>Operating expenses:</b>			
Personnel expenses	(417,991)	(424,017)	(870,216)
General and administrative	(733,825)	(531,933)	(1,037,100)
Depreciation	(145,000)	(663,833)	(1,138,000)
<b>Total operating expenses</b>	(1,296,816)	(1,619,783)	(3,045,316)
<b>Operating Income (Loss)</b>	287,803	170,840	3,118,198
<b>Nonoperating revenues (expenses):</b>			
Interest income	123	7,971	5,500
Interest and agent fee expense	(194,100)	(444,749)	(198,790)
Loss on sale of capital assets	-	-	-
<b>Total non-operating expenses</b>	(193,977)	(436,778)	(193,290)
<b>Change in net position</b>	93,826	(265,938)	2,924,908
Capital Contributions	-	-	-
<b>Net position - beginning of year</b>	14,239,800	14,323,145	14,323,145
<b>Net position - Jan-31</b>	\$ 14,333,626	\$ 14,057,207	\$ 17,248,053

**City of Lakeland, Tennessee**  
**SEWER FUND**  
**STATEMENT OF CASH FLOWS**  
**January 31, 2026**

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	<b>Current YTD</b>
	<b>01/31/26</b>
<b>Cash flows from operating activities:</b>	
Receipts from customers and users	\$ 2,016,465
Payments to suppliers/operating costs	(955,950)
<b>Net cash provided by operating activities</b>	<b>1,060,515</b>
<b>Cash flows from noncapital financing activities:</b>	
Transfer of grant funds to General Fund	-
<b>Cash flows from capital and related financing activities:</b>	
Grant proceeds	-
Principal payments on capital debt	-
Proceeds from debt issuance	1,718,206
Acquisition and construction of capital assets	(2,465,364)
Interest paid on capital debt	(444,749)
<b>Net cash used by capital and related financing activities</b>	<b>(1,191,907)</b>
<b>Cash flows from investing activities:</b>	
Interest income received	7,971
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(123,421)</b>
Cash and cash equivalents - beginning of year	1,713,474
<b>Cash and cash equivalents - Jan-31</b>	<b>\$ 1,590,053</b>

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# City of Lakeland

## STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE GENERAL FUND January 31, 2026

	Prior YTD 01/31/25	Current YTD 01/31/26	Budget FY 2027	% Earned/Used Year-to-Date
<b>REVENUES</b>				
Property Taxes	\$ 3,724,713	\$ 1,172,372	\$ 6,511,564	18.00%
Local Taxes	1,573,185	1,598,769	4,577,218	34.93%
Intergovernmental	914,851	976,677	2,304,366	42.38%
Licenses and permits	106,806	210,349	298,973	70.36%
Charges for services	108,049	136,482	298,759	45.68%
Federal, State, and Local Grants	620,969	62,189	10,879,200	0.57%
Contributions	-	-	-	0.00%
Other	5,920,778	257,452	2,374,000	10.84%
<b>Total Revenues</b>	<u>12,969,351</u>	<u>4,414,290</u>	<u>27,244,080</u>	<u>16.20%</u>
<b>EXPENDITURES</b>				
Current				
General government	(1,592,382)	(1,983,633)	(3,420,501)	57.99%
Community Development	(635,453)	(1,025,509)	(2,687,823)	38.15%
Public Works	(566,096)	(809,912)	(1,465,770)	55.26%
Parks and Recreation	(795,594)	(1,029,563)	(2,050,725)	50.20%
Capital Projects	(612,525)	(1,989,398)	(24,545,426)	8.10%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
<b>Total Expenditures</b>	<u>(4,202,050)</u>	<u>(6,838,015)</u>	<u>(34,170,245)</u>	<u>20.01%</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	8,767,301	(2,423,725)	(6,926,165)	
<b>OTHER FINANCING SOURCES (USES)</b>				
Issuance of Debt	-	3,102,235	8,600,000	
Issuance of Leases	-	-	-	
Transfers in	-	-	-	
Transfers out	(1,870,194)	(1,906,500)	(8,703,086)	
<b>Total Other Financing Sources</b>	<u>(1,870,194)</u>	<u>1,195,735</u>	<u>(103,086)</u>	
<b>Net Change in Fund Balance</b>	<u>\$ 6,897,107</u>	<u>\$ (1,227,990)</u>	<u>\$ (7,029,252)</u>	
<b>Allocation of Net Change in Fund Balance:</b>				
Committed Fund Balance				
Restricted Fund Balance				
Assigned Fund Balance				
Nonspendable Fund Balance				
Unassigned Fund Balance		(1,227,990)		
Net Change in Fund Balance		<u>\$ (1,227,990)</u>		

**STATE STREET AID**  
**STATEMENT OF REVENUES AND EXPENSES**  
**January 31, 2026**

	<b>Prior YTD 01/31/25</b>	<b>Current YTD 01/31/26</b>	<b>Budget FY 2027</b>
<b>REVENUES:</b>			
State shared revenue	\$ 208,959	\$ 232,777	\$ 492,109
Grant Revenue	-	3,172	117,000
<b>Total revenues</b>	<u>208,959</u>	<u>235,949</u>	<u>609,109</u>
<b>EXI in state shared revebue and</b>			
Personnel expenses	(109,819)	(119,204)	(200,280)
Public works	(1,328,435)	(1,012,166)	(5,347,009)
Capital projects	(99,357)	(176,960)	(208,879)
<b>Total expenditures</b>	<u>(1,537,611)</u>	<u>(1,308,330)</u>	<u>(5,756,168)</u>
<b>Net excess (deficiency) of revenues over expenditures</b>	(1,328,652)	(1,072,381)	(5,147,059)
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	400,000	-	2,677,688
<b>Total other financing sources (uses):</b>	<u>400,000</u>	<u>-</u>	<u>2,677,688</u>
<b>Net change in fund balance</b>	<u>\$ (928,652)</u>	<u>\$ (1,072,381)</u>	<u>\$ (2,469,371)</u>

**STORM WATER FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
January 31, 2026

	<b>Prior YTD 01/31/25</b>	<b>Current YTD 01/31/26</b>	<b>Budget FY 2027</b>
<b>REVENUES:</b>			
Storm Water Fees	\$ 107,195	\$ 108,151	\$ 219,208
Other	700	100	-
<b>Total revenues</b>	<u>107,895</u>	<u>108,251</u>	<u>219,208</u>
<b>EXPENDITURES:</b>			
Personnel expenses	(36,540)	(38,843)	(69,461)
General and administrative	(11,702)	(29,300)	(48,660)
Capital	(56,618)	(27,663)	(102,500)
<b>Total expenditures</b>	<u>(104,860)</u>	<u>(95,806)</u>	<u>(220,621)</u>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers in from General Fund	-	-	-
<b>Net change in fund balance</b>	<u>\$ 3,035</u>	<u>\$ 12,445</u>	<u>\$ (1,413)</u>

**City of Lakeland**  
**DEBT SERVICE FUND**

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

January 31, 2026

	YTD 01/31/26	Budget FY 2027
<b>Revenues:</b>		
Interest	\$ -	\$ -
<b>Total Revenues</b>	-	-
<b>Expenditures:</b>		
Principal	(356,125)	(1,107,239)
Interest	(305,317)	(1,392,772)
Dues and Fees	(202,730)	(150,000)
<b>Total Expenditures</b>	(864,172)	(2,650,011)
<b>Net excess (deficiency) of revenues over expenditures</b>	(864,172)	(2,650,011)
<b>Other Financing Sources (Uses):</b>		
Transfers In	864,180	4,887,094
Transfers Out	-	-
<b>Total Other Financing Sources (Uses)</b>	864,180	4,887,094
<b>Net Change in Fund Balance</b>	\$ 8	\$ 2,237,083

**SOLID WASTE FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**

January 31, 2026

	Prior YTD 01/31/25	Current YTD 01/31/26	Budget FY 2027
<b>REVENUES:</b>			
Solid waste collection fees	\$ 698,381	\$ 719,461	\$ 1,593,376
Interest income	-	-	-
Grant revenues	-	-	-
Other	-	-	-
<b>Total revenues</b>	<u>698,381</u>	<u>719,461</u>	<u>1,593,376</u>
<b>EXPENDITURES:</b>			
Personnel expenditures	(58,111)	(60,993)	(71,889)
General and administrative	(33,793)	(47,591)	(95,900)
Contracted services	(723,725)	(806,197)	(1,495,000)
Capital	(6,776)	(25,400)	(26,000)
<b>Total expenditures</b>	<u>(822,405)</u>	<u>(940,181)</u>	<u>(1,688,789)</u>
<b>Net excess (deficiency) of revenues over expenditures</b>	(124,024)	(220,720)	(95,413)
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	-	-	95,984
<b>Net change in fund balance</b>	<u>\$ (124,024)</u>	<u>\$ (220,720)</u>	<u>\$ 571</u>

# APPENDIX A – BUDGETARY TRANSFERS

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Fnd T Acct Obj Prj Loc Prg	Description	Original Budget	Budget Transfers	Revised Budget
110 E 41000 148 000 00000 000	GOV - Education/Training	5,000.00	12,500.00	17,500.00
110 E 41000 210 000 00000 000	GOV - Postage	4,000.00	500	4,500.00
110 E 41000 212 000 00000 000	GOV - Employee Engagement	6,000.00	12,181.00	18,181.00
110 E 41000 220 000 00000 000	GOV - Printing	8,000.00	300	8,300.00
110 E 41000 230 000 00000 000	GOV - Publicity/Dues	15,000.00	1,541.00	16,541.00
110 E 41000 235 000 00000 000	GOV - Memberships/Tuition	0	210	210
110 E 41000 246 000 00000 000	GOV - Facility Rental	165,000.00	-99,516.00	65,484.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	15,000.00	7,000.00	22,000.00
110 E 41000 266 000 00000 000	GOV - Repair & Maintenance Bui	8,000.00	44,190.00	53,590.00
110 E 41000 267 000 00000 000	GOV - Rep & Maint HVAC Plumb	1,500.00	7,500.00	9,000.00
110 E 41000 280 000 00000 000	GOV - Travel	4,000.00	1,066.00	5,066.00
110 E 41000 287 000 00000 000	GOV - Meals & Entertainment	5,000.00	3,897.00	8,897.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	15,000.00	-376	14,624.00
110 E 41000 296 000 00000 000	GOV - Keep Lakeland Beautiful	13,000.00	8,695.02	21,695.02
110 E 41000 300 000 00000 000	GOV - Neighborhood Watch	10,000.00	-1,282.00	8,718.00
110 E 41000 310 000 00000 000	GOV - Office Supplies & Materi	13,000.00	5,000.00	18,000.00
110 E 41000 951 000 00000 000	GOV - Furn & Fixtures	5,000.00	1,126.60	6,126.60
110 E 41330 280 000 00000 000	BOC - Travel	0	587	587
110 E 41330 288 000 00000 000	BOC - Vol Appreciation Dinner	8,500.00	-1,875.00	6,625.00
110 E 41500 148 000 00000 000	FIN - Education/Training	9,000.00	-4,500.00	4,500.00
110 E 41670 148 000 00000 000	ENG - Education/Training	4,000.00	1,000.00	5,000.00
110 E 41670 230 000 00000 000	ENG - Publicity/Dues	1,000.00	500	1,500.00
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	25,000.00	-280	24,720.00
110 E 41670 280 000 00000 000	ENG - Travel	6,000.00	-500	5,500.00
110 E 41670 326 000 00000 000	ENG - Uniforms	300	280	580
110 E 41670 773 000 00000 000	ENG - New Canada Rd Improvemen	13,000,000.00	-40,000.00	12,960,000.00
110 E 41670 900 000 00000 000	ENG - Capital Outlay Roads	1,500,000.00	-1,000.00	1,576,996.00
110 E 43000 146 000 00000 000	PW - Work Comp	66,831.00	-200	66,631.00
110 E 43000 148 000 00000 000	PW - Education/Training	6,000.00	600	6,600.00
110 E 43000 230 000 00000 000	PW - Publicity/Dues	700	-100	600
110 E 43000 254 000 00000 000	PW - Architectural, Engineerin	15,000.00	-1,980.00	13,020.00
110 E 43000 259 000 00000 000	PW - Other Prof. Services	5,000.00	144	5,144.00
110 E 43000 261 000 00000 000	PW - Repair & Maintenance Moto	10,000.00	5,000.00	41,000.00
110 E 43000 287 000 00000 000	PW - Meals & Entertainment	1,000.00	227	1,227.00
110 E 43000 289 000 00000 000	PW - Other Contracted Svc	42,000.00	-5,600.00	36,400.00
110 E 43000 290 000 00000 000	PW - Contracted Service	35,000.00	19,400.00	54,400.00
110 E 43000 326 000 00000 000	PW - Uniforms	5,000.00	200	5,200.00
110 E 43000 333 000 00000 000	PW - Other Equip Parts & Repai	10,000.00	5,600.00	15,600.00
110 E 43000 341 000 00000 000	PW - Tools	10,000.00	10,000.00	20,000.00
110 E 43000 906 000 00000 000	PW - Street Drainage Improveme	0	7,080.00	7,080.00
110 E 43000 949 000 00000 000	PW - Sirens & Installation	7,500.00	-227	7,273.00
110 E 44710 230 000 00000 000	PRK - Publicity/Dues	3,000.00	3,000.00	6,000.00
110 E 44710 246 000 00000 000	PRK - Facility Rental	110,000.00	-3,000.00	107,000.00
110 E 44710 280 000 00000 000	PRK - Travel	12,500.00	-1,500.00	11,000.00
110 E 44710 287 000 00000 000	PRK - Meals & Entertainment	3,000.00	1,500.00	4,500.00
110 E 44710 325 114 00000 000	PRK - Christmas Fest	30,000.00	1,111.38	31,111.38
121 E 43100 259 000 00000 000	STR - Other Professional Servi	6,000.00	20,000.00	26,000.00
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	550,000.00	-55,000.00	495,000.00
121 E 43100 287 000 00000 000	STR - Meals & Entertainment	1,000.00	700	1,700.00
121 E 43100 320 000 00000 000	STR - Operating Supplies	8,000.00	3,700.00	11,700.00
121 E 43100 333 000 00000 000	STR - Other Equip Parts & Repa	9,000.00	6,000.00	15,000.00
121 E 43100 341 000 00000 000	STR - Tools	12,000.00	5,000.00	17,000.00
121 E 43100 452 000 00000 000	STR - Gravel & Sand	60,000.00	-21,400.00	38,600.00
121 E 43100 471 000 00000 000	STR - Asphalt & Asphalt Filler	40,000.00	12,000.00	52,000.00
121 E 43100 533 000 00000 000	STR - Machinery & Equip Rental	5,000.00	-5,000.00	0

121 E 43100 940 000 00000 000	STR - New Capital Light Equipm	0	35,000.00	89,879.00
121 E 43100 941 000 00000 000	STR - HEAVY EQUIPMENT	100,000.00	-1,000.00	99,000.00
412 E 43250 220 000 00000 000	SEW - Printing	500	-60	440
412 E 43250 232 000 00000 000	SEW - Environmental Protection	6,500.00	560	7,060.00
412 E 43250 310 000 00000 000	SEW - Office Supplies &	3,000.00	-500	2,500.00
416 E 46000 220 000 00000 000	STW - Printing	3,000.00	-200	2,800.00
416 E 46000 232 000 00000 000	STW - Environmental Protection	3,460.00	200	3,660.00
416 E 46000 259 000 00000 000	STW - Other Professional Servi	15,000.00	7,500.00	22,500.00
416 E 46000 900 000 00000 000	STW - Capital Projects	110,000.00	-7,500.00	102,500.00
424 E 43260 210 000 00000 000	SDW - Postage	2,500.00	-600	1,900.00
424 E 43260 220 000 00000 000	SDW - Printing	3,000.00	-3,000.00	0
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	8,000.00	12,000.00	26,000.00
424 E 43260 280 000 00000 000	SDW - Travel	1,000.00	400	1,400.00
424 E 43260 287 000 00000 000	SDW - Meals & Entertainment	400	200	600
424 E 43260 295 000 00000 000	SDW - Litter Control	25,000.00	-23,000.00	2,000.00
424 E 43260 331 000 00000 000	SDW - Gas, Oil, Diesel	20,000.00	-2,000.00	18,000.00
424 E 43260 333 000 00000 000	SDW - Other Equip Parts & Rep	10,000.00	16,000.00	26,000.00



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\*\*\* OFFICIAL PROCLAMATION \*\*\*

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**WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

**WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

**WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*

**WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

**WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

**WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

**WHEREAS** trees — wherever they are planted — are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, \_\_\_\_\_, Mayor of the City of \_\_\_\_\_, do hereby proclaim \_\_\_\_\_ as **ARBOR DAY**

In the City of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

**FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Mayor \_\_\_\_\_

# Municipal Court - 2025 July to December

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax
	No court in July						
Other	Dylan Moore	Yes	13-104	Guilty (payment plan)	\$100.00	\$977.50	\$27.50
	\$277.50 - paid 6/16/25						
	\$375 due on June 16 - unpaid						
	\$375 due on July 16 - unpaid						
20-Aug-2025	Erik Pena	Yes	LDR II.2.2.1	Dismissed			
20-Aug-2025	Wen Chen	Yes	17-102	Guilty	\$100.00	\$50.00	\$27.50
17-Sep-2025	Michael & Cheryl Ward	Yes	13-102	Dismissed			
	Michael & Cheryl Ward	Yes	20-110	Guilty	\$100.00	\$50.00	\$27.50
15-Oct-2025	Kim Broussard & Sheila Nazemi	No	LDR II.2.2.1	Guilty	\$100.00	\$50.00	\$27.50
15-Oct-2025	Mark & Tami Cianciolo	Yes	14.703	Guilty	100.00	50.00	27.50
15-Oct-2025	Nairn Kickham	No	13-107	Continued			
15-Oct-2025	Nairn Kickham	No	17-102	Continued			
20-Nov-2025	Nairn Kickham	No	3-303	Continued			
17-Dec-2025	Merwan Aidarous & Sozit Omar	Yes	13-405	Dismissed	\$0.00	\$0.00	\$0.00
	Merwan Aidarous & Sozit Omar	Yes	4.6.1	Guilty	\$100.00	\$50.00	\$27.50
17-Dec-2025	Sued Haque & Zeliha Kilic	No	13-104	Guilty	\$100.00	\$50.00	\$27.50
17-Dec-2025	Elaine Clayton	No	15-609	Continued			

17-Dec-2025	Michael Jones	No	15-609	Continued			
	Michael Jones	No	17-102	Continued			
				<b>Total:</b>	\$700.00	\$1,277.50	\$192.50

Education Fee
\$1.00
\$2.00
\$2.00
\$2.00
2.00
\$0.00
\$2.00
\$2.00

\$13.00

## ORDINANCE VIOLATION LIST

- 3-303 Failure to Appear
  - 13-102 Smoke, Soot, Cinders, Etc.
  - 13-104 Overgrown Weeds
  - 13-106 Health and Sanitation Nuisances
  - 13-107 Inoperative vehicles on or adjacent to residential property
  - 13-108 Overgrown and dirty lots
  - 13-109 Accumulation and/or storage of loose limbs and yard waste
  - 13-202 Junk Prohibited
  - 13-309 Dilapidated, unsafe, or unfit structure
  - 13-405 Standard Tree Removal – no permit/plan
  - 13-410 Hazardous tree – private property
  - 14-409 Signs – Failure to obtain permit
  - 14-703 Illegal fence
  - 14-709 Erection of fence without permit
  - 15-601 Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
  - 15-609 Improper parking and/or storage of recreational vehicles and equipment on residential land
  - 17-102 Unclean premises – solid waste
  - 17-110 Improper disposal – solid waste/recyclable materials
  - 18-603 Land Development and Const. – no soil stabilization after land cleared
  - 20-110 Fugitive Dust
- Land Use Sec. 2(C)(5) – Short-Term Rental Violation (LDR II.2.2.1)  
Land Use Sec.2(P)(1) – Accessory Family Unit (RV)  
4.6.1 – Failure to Obtain Permit

CITY OF  
**LAKE LAND**  
TENNESSEE

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

---

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice Mayor Michele Dial 5:30 p.m. on Thursday, February 5, 2026.

II. INVOCATION:

The invocation was offered by Commissioner McCarter.

III. PLEDGE:

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

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were Interim City Manager Emily Harrell, City Attorney Will Patterson, Parks and Recreation Director Andrew Fisher, Public Works Director Nick Pulido and City Recorder pro tempore Sue Lipscomb.

V. PUBLIC HEARING:

None.

VI. TREASURER'S REPORT:

None.

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

1. Sheriff's Report

No Sheriff's Report given.

2. City Manager's Report

Report offered by Interim City Manager Emily Harrell.

3. Commissioners' Report
  - a. Lakeland Board of Education - *Commissioner Connie McCarter*  
Report offered by Commissioner McCarter.
  - b. Industrial Development Board - *Commissioner Derek Johnston*  
Report offered by Commissioner Johnston.

VIII. PUBLIC COMMENTS:

Resident David Dodge, 9000 block of Shadow Bridge Ln, made comments.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - January 15, 2026

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

Discussion ensued.

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

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

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

Interim City Manager Emily Harrell presented this item.

Discussion ensued.

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

**Yea:** Commissioner Atkinson, Commissioner Johnston,

Commissioner McCarter, Vice Mayor Dial

**Nay:** None

**Abstain:** None

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.

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

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

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

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

**Nay:** None

**Abstain:** None

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

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

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

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

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

**Nay:** None

**Abstain:** None

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

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.

Change order for DynaDome and YMCA contract amendment for Phase 2 aquatics will be completed and brought before the Board at a future meeting for approval.

David Dodge, 9000 Shadow Bridge, made comments.

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

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

Public Works Director Nick Pulido presented this item.

Discussion ensued.

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

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

**Nay:** None

**Abstain:** None

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*

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

Commissioner McCarter presented this item.

Discussion ensued.

This item will be put in a formal document for review at a future meeting.

*For the record* - at 7:05 pm the Board went into Executive session with Attorney Will Patterson and Interim City Manager Emily Harrell.

XII. ANNOUNCEMENTS:

Commissioner McCarter made an announcement.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:23pm on Thursday, February 5, 2026.

These minutes were approved on February 19, 2026.

\_\_\_\_\_  
Josh Roman  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa West  
*City Recorder pro tempore*

Meeting Cycle: Thursday, February 19, 2026

Subject: **Ordinance First Reading** - amending the City of Lakeland Code to Revise the Ethics Ordinance and Revise Relevant Portions of Lakeland Policies to reflect the same

Staff Contact: Will Patterson, City Attorney

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**STAFF RECOMMENDATION**

Staff has no recommendation.

**BUDGET IMPACT**

There is no budgetary impact from this item.

**DISCUSSION**

At the February 5th Board of Commissioners meeting, Staff was directed to prepare a revision to the City's Ethics Ordinance related to gifts and gratuities. The revised ordinance is included.

ORDINANCE O-2-2026

AN ORDINANCE AMENDING LAKELAND'S CODE OF ETHICS REGARDING  
THE ACCEPTANCE OF GRATUITIES

---

**WHEREAS,** The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to amend Lakeland's Municipal Code with respect to the acceptance of gratuities by repealing section 1-605, as adopted by ordinance no. 06-96, and replacing it with the language provided herein:

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Commissioners of the City of Lakeland, Tennessee, that Section 1-605 under Title 1, Chapter 6 of the Lakeland Municipal Code shall be repealed and replaced with the following:

**CHAPTER 6**  
**CODE OF ETHICS**

**Section 1-605. Acceptance of gratuities, etc.**

- A. An employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the city:
1. For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
  2. That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing business of the city.
- B. No commissioner shall solicit or accept, directly or indirectly, on behalf of himself or any member of the commissioner's household, any gift, including but not limited to any gratuity, service, favor, food, entertainment, lodging, transportation, loan, loan guarantee or any other thing of monetary value from any person or entity that:
1. Has or is seeking to obtain contractual or other business or financial relations with the city;
  2. Conducts operations or activities that are regulated by the city; or
  3. Has interests that may be substantially affected by the performance or nonperformance of the commissioner's official duties.
- C. Exceptions. The prohibition of accepting gifts does not apply to:
1. A gift given by a member of the employee's immediate family, or by an individual if the gift is given for a non-business purpose and is motivated by a close personal friendship.
  2. Informational materials, such as books, periodicals, audio or video, or sample merchandise helpful as a part of the commissioner's duties in determining the appropriateness of the product for use as a part of city business.
  3. Unsolicited tokens or awards of appreciation, honorary degrees or bona fide awards in recognition of public service, provided that any such item can not be readily converted to cash.

ORDINANCE O-2-2026

AN ORDINANCE AMENDING LAKELAND'S CODE OF ETHICS REGARDING  
THE ACCEPTANCE OF GRATUITIES

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4. Food, refreshments, foodstuffs, entertainment or beverages provided as a part of a meal or other event in which the commissioner is attending or is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization.
5. Loans from established financial institutions made in the ordinary course of business on usual and customary terms.
6. Voluntary, legally disclosed political campaign contributions given in accordance with applicable federal and state statutes to an individual covered by the provisions of this section who has announced his intention to seek elected office.

**Section 2.** The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

**Section 3.** This Ordinance shall take immediately after its passage, the public welfare requiring it.

**PASSED AND ADOPTED** by the Mayor and Board of Commissioners of Lakeland, Tennessee on this \_\_\_ day of \_\_\_\_\_, 2026, the public welfare requiring it.

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Final Reading: \_\_\_\_\_

ATTEST:

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Josh Roman  
*Mayor*

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Sue Lipscomb  
*City Recorder, Pro Tempore*

Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - authorizing the Mayor to Execute an Amended Lakeland Community Center Operations and Maintenance Agreement with YMCA of Memphis & the Mid-South

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

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-18-2026.

**BUDGET IMPACT**

There is no budgetary impact from this item.

**DISCUSSION**

The proposed amendment to the Lakeland Community Center Operations and Maintenance Agreement with the YMCA allows the YMCA to utilize their capital contribution to construct the Phase 2 Aquatics facilities. Upon completion, any portion of the YMCA capital contribution remaining will be applied to costs associated with the Lakeland Community Center construction.

RESOLUTION R-18-2026

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED LAKELAND COMMUNITY CENTER OPERATIONS AND MAINTENANCE AGREEMENT WITH YMCA OF MEMPHIS & THE MID-SOUTH

---

**WHEREAS**, the Board of Commissioners of the City of Lakeland, Tennessee (the “Board”), recognizes the Lakeland Community Center as a significant public project of the City of Lakeland, Tennessee (the “City”) and desires to see the project successfully completed for the benefit of the City’s residents; and

**WHEREAS**, pursuant to Resolution R-148-2024, the Board authorized the Mayor to execute that certain Lakeland Community Center Operations and Maintenance Agreement with YMCA of Memphis & the Mid-South (the “YMCA”) (the “Operations Agreement”); and

**WHEREAS**, Section 4(m) of the Operations Agreement provides that the Operations Agreement shall not be amended unless in writing and signed on behalf of the parties; and

**WHEREAS**, the City and the YMCA desire to enter into an amendment to the Operations Agreement in substantially the same form as attached hereto as Exhibit A to amend certain provisions regarding the aquatic portion of the Lakeland Community Center in furtherance of long-term sustainability of the Lakeland Community Center; and

**WHEREAS**, the Board finds that authorizing the execution of an amended Operations Agreement in substantially the same form as attached hereto as Exhibit A is in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute an amended Lakeland Community Center Operations and Maintenance Agreement with YMCA of Memphis & the Mid-South in substantially the same form as attached hereto as Exhibit A, and take any other actions necessary to effectuate the same, together with such revisions as the Mayor, City Manager, and City Attorney deem necessary or appropriate, and further provided that the amended Lakeland Community Center Operations and Maintenance Agreement is approved as to form by the City Attorney.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, on this 19th day of February 2026.

ATTEST:

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Josh Roman  
Mayor

---

Sue Lipscomb  
City Recorder, Pro Tempore

RESOLUTION R-18-2026

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED LAKELAND COMMUNITY  
CENTER OPERATIONS AND MAINTENANCE AGREEMENT WITH YMCA OF  
MEMPHIS & THE MID-SOUTH

---

**EXHIBIT A**

# AMENDMENT TO THE LAKELAND COMMUNITY CENTER AGREEMENT

Between  
**CITY OF LAKELAND, TENNESSEE**

And  
**YMCA OF MEMPHIS & THE MID-SOUTH**

This Addendum to the Lakeland Community Center Agreement executed on October 3, 2024 between **City of Lakeland, Tennessee** (hereinafter referred to as the “**City**”) and the **YMCA of Memphis & the Mid-South** (hereinafter referred to as the “**YMCA**”) (the "Amendment") is made and entered into as of the date set forth below by and between the undersigned City and YMCA.

The purpose of this Amendment is to amend Paragraph 3 of the Lakeland Community Center Agreement, as follows:

### **3. YMCA Capital Contribution & Official Name of the Facility.**

The YMCA will contribute at least Four Million Seven Hundred Sixty-Three Thousand Dollars (\$4,763,000.00) (“YMCA Capital Contribution”) towards the funding of the Lakeland Community Center. Upon the termination of the Agreement by the City, the City shall be obligated to repay the YMCA Capital Contribution based on a 40-year depreciation schedule or an agreed upon “useful life” depreciation schedule as determined by the Modified Accelerated Cost Recovery System (MACRS) and/or required in the federal income tax code. Any termination by the YMCA shall not result in the YMCA receiving any repayment of the YMCA Capital Contribution.

The Parties agree that the YMCA Capital Contribution will be applied to the construction of the Phase 2 Aquatic Facilities (plans attached hereto). The Parties further agree that YMCA will assist in the management of the Phase 2 Aquatic Facilities construction with said construction occurring in conjunction with the Lakeland Community Center construction. Regardless of the actual cost of the Phase 2 Aquatics Facilities, YMCA shall contribute at least Four Million Seven Hundred Sixty-Three Thousand Dollars (\$4,763,000.00) towards the funding of the Lakeland Community Center. Nothing herein shall be construed to alter the total funding made available to the project by YMCA. Any portion of the YMCA Capital Contribution in excess of the actual expense of the Phase 2 Aquatic Facilities shall be applied to other costs associated with the Lakeland Community Center construction.

The Parties further agree that the official name of Lakeland Community Center shall, while this Agreement, or any extension thereof, is in full force and effect, be the Lakeland Community Center YMCA.

All other terms and conditions of the Lakeland Community Center Agreement shall remain in full force and effect. This Amendment shall form an integral part of said Agreement and is binding upon the Parties hereto.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**CITY OF LAKELAND, TENNESSEE    YMCA OF MEMPHIS & THE MID-SOUTH**

By:

\_\_\_\_\_  
(Mayor Signature)

\_\_\_\_\_  
(CEO Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest By: \_\_\_\_\_

Attest By: \_\_\_\_\_

Approved to Form:

Approved to Form:

\_\_\_\_\_  
Attorney City of Lakeland

\_\_\_\_\_  
Attorney YMCA

**LAKELAND COMMUNITY CENTER AGREEMENT**

Between

**CITY OF LAKELAND, TENNESSEE**

And

**YMCA OF MEMPHIS & THE MID-SOUTH**

**THIS OPERATION AND MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into as of the 3rd day of October, 2024 (the “Effective Date”) by and between the **CITY OF LAKELAND, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter called “City”), and **YMCA OF MEMPHIS & THE MID-SOUTH** (hereinafter called “YMCA”), a 501(c)(3) non-profit organization experienced in early learning, youth development, health and wellness and social responsibility programming.

**WITNESSETH:**

**WHEREAS**, the City owns certain real property located within the Lakeland Gateway TIF District specifically designated for public use; and

**WHEREAS**, the City intends to construct the Lakeland Community Center through funding to be secured as part of the USDA Rural Development Community Facilities Loan Program; and

**WHEREAS**, the City wishes to enter into this Agreement with the YMCA to operate and maintain the Lakeland Community Center to provide early learning, social services, and various programming services for its residents; and

**WHEREAS**, the City recognizes the benefits of this Agreement with the YMCA; and

**WHEREAS**, the City and YMCA have coordinated in developing this Agreement; and

**NOW, THEREFORE**, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, and the mutual covenants hereinafter set forth, the City contracts with the YMCA to operate and maintain the Lakeland Community Center to provide early learning (referred hereinafter as the “Early Learning Center” or “ELC”), social services, and various programming and services for its residents on the terms and conditions set forth below.

**1. Lakeland Community Center Maintenance and Repair:**

- a. The YMCA will be solely responsible for performing and paying for all routine repairs and maintenance. This does not include replacement of major systems (e.g. HVAC, dehumidifier, roof, parking lot, structural components of the building, pool equipment). Routine repairs, and maintenance include but are not limited to:
  - i. Painting; and
  - ii. General preventative and periodic maintenance procedures to keep the equipment operational; and
  - iii. Building and equipment repairs of any nature under \$10,000; and
  - iv. Repairs or maintenance to major systems that do not require replacement; and
  - v. All other routine and maintenance repairs that fall under the described threshold.
  
- b. The YMCA shall maintain and repair the Lakeland Community Center in a good and functional condition and will make repairs within 30 days and will not exceed 60 days depending on the extent of the repair. There may be times when repairs cannot be made within 90 days due to circumstances beyond the control of the YMCA or the City of Lakeland, for example, like a supply chain delay or a contractor delay. In this event, the YMCA and the City of Lakeland will cooperate in good faith to determine the anticipated repair date. The YMCA shall be responsible for all costs, of whatever nature, for operation, maintenance, and repair of the interior and exterior of the Lakeland Community Center, and all systems as defined herein. The exterior maintenance will include, but is not limited to, monitoring and maintaining all trees on the property, all landscaping and flower beds, all privacy fencing and ornamental fencing, concrete and brick paver walkways, childcare play equipment, irrigation system, turf maintenance and care, including the application of any fertilization, herbicides, and pesticides.

The City shall not be responsible for the clean-up of the grounds necessitated by the YMCA programming or functions held outdoors on the grounds, which shall be the responsibility of the YMCA to clean up.

**2. Term and Use of Lakeland Community Center:**

- a. It is agreed and acknowledged that the utilization fee of the Lakeland Community Center that would be chargeable by the City is less than the value to the City of (1) the various programming services to be provided by the YMCA plus (2) the costs of operation, maintenance and repair of the Lakeland Community Center to be assumed by the YMCA, and that the social services, various programming and services and Lakeland Community Center care provided to the City by the YMCA fully compensate the City for the value of the use of the Lakeland Community Center. The Parties further agree and acknowledge that the Lakeland Community Center will contain the ELC, non-ELC area, and other shared facilities that collectively comprise the Lakeland Community Center. A copy of the Preliminary Architectural Report (“PAR”) submitted to USDA which depicts the ELC, non-ELC area, and shared facilities is attached hereto as Exhibit A and incorporated by reference.
- b. The YMCA agrees to begin operating the Lakeland Community Center within sixty (60) days of receipt of the Certificate of Occupancy. For purposes of determining the terms set forth herein, the date on the Certificate of Occupancy shall be referred to as the Opening Date.
- c. The YMCA will operate the non-ELC portion within the Lakeland Community Center for an initial term of ten (10) years (“Non-ELC Term”), beginning on the Opening Date. On the tenth, twentieth, and thirtieth anniversaries of the Opening

Date, the Non-ELC Term shall automatically renew for an additional term of ten (10) years under the same terms and conditions as contained in this Agreement, unless the Agreement is otherwise terminated or modified, in writing, and signed by both Parties.

- d. The YMCA will operate the ELC portion within the Lakeland Community Center for an initial term of twenty (20) years (“ELC Term”), beginning on the Opening Date. On the twentieth anniversary of the ELC Term, this Agreement shall automatically renew one time for an additional term of (20) years under the same terms and conditions as contained in this Agreement. Following the expiration of the renewed ELC Term, the Parties agree to negotiate in good faith toward the execution of another agreement for the ELC portion of the Lakeland Community Center.
- e. If the City elects to terminate either the ELC Term or non-ELC Term but not both, the Parties agree to negotiate in good faith to resolve any dispute related to each party’s shared cost of the Lakeland Community Center’s maintenance and repair as well as shared access to any jointly used areas of the Lakeland Community Center.
- f. The YMCA agrees that all business conducted within the Lakeland Community Center and all uses of the Lakeland Community Center will be in accordance with all federal, state, and local laws and regulations applicable. YMCA agrees that, if it ceases to use the Lakeland Community Center pursuant to this Agreement, this Agreement shall terminate, and YMCA will surrender the premises to the City and forfeit any right it may have to any capital funds, fixtures, or other improvements that YMCA contributed to the Lakeland Community Center. YMCA further agrees that it will not voluntarily surrender or otherwise fail or refuse to operate any

portion of the Lakeland Community Center during the initial ELC Term or initial Non-ELC Term (collectively “Initial Terms”). If YMCA surrenders any portion of the Lakeland Community Center after either Initial Term, YMCA agrees to provide the City with at least one hundred eighty (180) days written notice and shall maintain operations under the terms of this Agreement for the described period to cause no service delay; and to allow the City to conduct a full transition of services for any portion of the Lakeland Community Center that YMCA no longer intends to operate.

- g. Throughout the Terms and renewed Terms set forth in this Agreement, the YMCA shall make meeting rooms and other facilities available to the City at reasonable times and on reasonable advance notice for community events/activities at no cost. The YMCA will use its best efforts to accommodate scheduling of these community events/activities to include use of gym facilities for town hall meetings and community meeting rooms for meetings of the Board of Commissioners, advisory boards to the City, staff and others, subject to advance notice. The YMCA shall in good faith cooperate in the scheduling of facilities in accordance with all applicable law. In addition to the above, YMCA agrees to provide the City use and access of the Lakeland Community Center as outlined in Exhibit B, which may be modified on an annual basis by agreement between YMCA and the City’s Board of Commissioners.
- h. The YMCA agrees to maintain insurance on the Lakeland Community Center for said premises' replacement value, naming the City as the loss payee. YMCA agrees to provide the City with proof of such insurance. The parties agree that, if the Lakeland Community Center sustains damage and YMCA wishes to continue this

Agreement, said insurance proceeds will be used to repair or replace the Lakeland Community Center.

- i. The YMCA shall provide liability insurance against claims for personal injuries and damage to the property which may arise from the YMCA's programming, operation, maintenance, and repair of the Lakeland Community Center. The cost of such insurance shall be paid by the YMCA and shall be within the limits acceptable to the City but not less than the insurance minimums set forth in the Tennessee Governmental Tort Liability Act. The YMCA shall also maintain casualty insurance on the Lakeland Community Center.
- j. The YMCA shall pay any charges for electricity, water, gas, sewage, heat, telephone, internet, or other utilities which may be used, rendered, or supplied upon or in connection with the Lakeland Community Center.
- k. As between the City and YMCA, YMCA shall, and does hereby assume, all risks of loss or injury to the property or person of all persons at any time upon the Lakeland Community Center while this Agreement is in effect. YMCA shall, and does hereby agree to, indemnify, and hold City harmless for and from all claims, demands, suits, judgment costs or expenses on account of any such loss or injury. At any times the City is utilizing the Lakeland Community Center under the terms of Exhibit B, the City does, subject to the liability and immunity provisions set forth in the Tennessee Governmental Tort Liability Act, hereby assume, all risks of loss or injury to the property or person of all persons at any time upon the Lakeland Community Center while this Agreement is in effect.
- l. The City covenants that the City has good title to the property on which the Lakeland Community Center will be constructed; that the Lakeland Community

Center, once constructed, will be unencumbered (other than any instrument required by the City's funding source(s)); and that the City has authority to enter into this Agreement. Except as otherwise provided herein or agreed to by the Parties, YMCA, upon the payment pursuant to this Agreement herein provided and upon performance of all the terms and conditions hereof, shall quietly have and enjoy the Lakeland Community Center during the term hereof.

**3. YMCA Capital Contribution**

The YMCA will contribute at least Four Million Seven Hundred Sixty-Three Thousand Dollars (\$4,763,000.00) ("YMCA Capital Contribution") towards the funding of the Lakeland Community Center. Upon the termination of the Agreement by the City, the City shall be obligated to repay the YMCA Capital Contribution based on a 40-year depreciation schedule or an agreed upon "useful life" depreciation schedule as determined by the Modified Accelerated Cost Recovery System (MACRS) and/or required in the federal income tax code. Any termination by the YMCA shall not result in the YMCA receiving any repayment of the YMCA Capital Contribution.

**4. Lakeland Community Center Oversight, Membership Strategy, & Communication:**

- a. The City and YMCA shall hereto, upon execution of this Agreement, form a City of Lakeland YMCA Advisory Board to provide recommendations, advocacy, and conduct fundraising activities for the newly formed Lakeland Community Center that coincide with the guidelines set by the City, YMCA, and the terms of this Agreement. The Lakeland YMCA Advisory Board shall consist of the City's Parks and Recreation Board, the CEO of the YMCA or his/her designee, and the City's Director of Parks and Recreation.
- b. Upon request, the YMCA will provide the City with a community benefit report for

the Lakeland Community Center including a statistical analysis of the services provided. The report shall include at a minimum but not limited to the following: the number, attendance, and dollar amount of non-member rental, attendance at special events, the number of City residents with active membership at the Lakeland Community Center, and the number of members receiving financial assistance.

- c. As part of this Agreement, City officials and staff shall receive complimentary membership at the Lakeland Community Center and shall receive a reduction in other fees for various programming in an amount to be determined by the YMCA in its sole discretion. Further, officials and staff of the Lakeland School System shall receive member pricing on all services offered at the Lakeland Community Center and shall be considered "residents" solely for the purpose of eligibility for membership. Membership in the Lakeland Community Center shall entitle members to use all the YMCA branch facilities in the Memphis Service area and any YMCA in the United States that recognizes the "YMCA Away" program. Additionally, Lakeland Community Center members will be eligible for discounts on childcare and summer camps for eligible children in the YMCA's childcare programs across the Mid-South. Members of other YMCA branch facilities in the Memphis Service area and any YMCA in the United States that recognizes the "YMCA Away" program shall be prohibited from utilizing Lakeland Community Center's various programming services.
- d. The YMCA shall, upon the expiration of this Agreement or upon the sooner termination as herein provided, peacefully and quietly surrender the Lakeland Community Center to the City, including any fixtures or other improvements which may remain thereon. The YMCA shall, upon the termination of this Agreement, if

it is not in default hereunder, arrange a transfer of any required equipment to the City of Lakeland during the transition of services. Any damage resulting from the removal of remaining equipment shall be repaired, and the YMCA shall fully restore the Lakeland Community Center. All such items that are not transferred to the City of Lakeland or promptly removed by the YMCA upon termination hereof shall become the property of the City.

- e. If there shall be a default in the performance of any covenant, agreement or condition herein contained on the part of YMCA for more than sixty (60) days after written notice is given by the City to YMCA, this Agreement shall thereupon be terminated at the City's sole option, and the City shall have the right to re-enter or repossess the Lakeland Community Center and dispossess and remove therefrom YMCA, or other occupants thereof, and their effects, in a lawful manner without being liable for any prosecution therefor. If the City exercises its option to terminate this Agreement, the YMCA shall enter into a Transfer of Services Agreement with the City of Lakeland for at least sixty (60) days after the option to terminate this Agreement is exercised. The Transfer of Service Agreement will require the YMCA to maintain operations under the terms defined herein during the specified period to cause no service delay and allow the City to conduct a full transition of services.
- f. The City shall further be entitled to terminate this Agreement, without cause, upon giving sixty (60) days' written notice. The City may terminate the Agreement for any reason, including for convenience and without cause. In doing so, the City may elect to consider only its own interests and will not be required to consider the effect of any such termination on the YMCA. Any such written notice shall be served by

certified or registered mail, return receipt requested. The City agrees that it will not terminate the Agreement without cause during the first one hundred and twenty (120) months following the receipt of the Certificate of Occupancy for the Lakeland Community Center.

- g. The YMCA, nevertheless, shall be liable for all loss or damage resulting from such default or termination should this Agreement be placed in the hands of an attorney for default or breach, or for the enforcement of any rights herein reserved or stipulated, YMCA agrees to pay all costs incident thereto, including reasonable attorneys' fees.
- h. The YMCA may not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the City.
- i. This Agreement shall become effective as of the Effective Date first above written.
- j. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties hereto.
- k. The parties intend to comply with any applicable regulations on this Agreement. In the event any changes to this Agreement need to be made, the parties agree to negotiate and enter an appropriate amendment for such purposes in a commercially reasonable period.
- l. No forbearance or delay by City or YMCA in exercising any right, power, or remedy shall constitute a waiver thereof, and every right, power, or remedy of the City and YMCA shall continue in full force and effect until such right, power, or remedy is specifically waived in writing executed by both parties. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

- m. This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties.
- n. There are no other representations, agreements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement.
- o. Dispute Resolution Process. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party may invoke the dispute resolution procedures at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs, including attorneys' fees, for dispute resolution activity.
  - i. Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have the discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
  - ii. Executive Meeting. If, thirty (30) days after the first Initial Meeting, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
  - iii. Unresolved Dispute. If, after thirty (30) days from the first Executive Meeting, the parties have not resolved the dispute to their mutual

satisfaction, either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures.

Unless the parties otherwise agree in writing and except as required by law, communication between the parties will be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

p. All notices, demands, and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) ATTN: City Manager  
City of Lakeland  
10001 US-70  
Lakeland, TN 38002  
Facsimile: (901) 867-2063
  
- (ii) ATTN: General Counsel  
The YMCA of Memphis & the Mid-South  
7171 Goodlett Farms Parkway  
Cordova, TN 38016  
Facsimile: (901) 766-7677

Any notice, demand, or request sent by electronic transmission shall be deemed given for all purposes under this Agreement when properly transmitted by a telecommunication device.

Any notice, demand, or request which is hand-delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received.

Either party to this Agreement may change its address and/or contact information for the purpose of notices, demands, and requests required or permitted under this Agreement by providing written notice of such change of address, which change of address shall only be effective upon

receipt.

No part of this Agreement may be modified, waived, limited, discharged, or terminated except in writing, signed by all parties, and expressly referring to this Agreement and to the provisions so modified or limited.

- q. This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law.
- r. Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- s. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties and as against third parties.
- t. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- u. The persons executing this Contract on behalf of the City and YMCA hereby personally represent and warrant that they have been duly authorized to execute and deliver this Agreement.
- v. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions, and the

rights and obligations of the parties hereto shall be construed and enforced accordingly.

- w. This Agreement is contingent upon the City providing for construction of the Lakeland Community Center as set forth herein above. In the event the Lakeland Community Center facility is not constructed within five (5) years of the date of the Agreement, then this Agreement shall terminate and be of no further force or effect.
- x. It is expressly agreed and understood that, in connection with this Agreement and any agreement contemplated herein or related hereto, the City shall not be construed or held to be a partner or associate of the YMCA in the conduct of its business and that the sole relationship between the City and the YMCA is that of Qualified User and Service Provider as defined by Rev. Proc. 2017-13 upon the terms provided herein.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF LAKELAND, TENNESSEE YMCA OF MEMPHIS & THE MID-SOUTH

By: [Signature]  
(Mayor Signature)

Josh Roman  
(Print Name)

Its: Mayor

Attest By: Cheyenne Carter

Approved to Form:  
[Signature]  
Attorney City of Lakeland

(CEO Signature)

(Print Name)

Its: President & CEO  
Jerry Martin

Attest By: [Signature]

Approved to Form: [Signature]  
James H. Stock  
Attorney YMCA

September 27, 2024 K. Grace Clark  
Shelby County  


[INSERT PAGES FOR NOTARY]

October 3, 2024 Rebecca Hume  
Shelby County





## Board of Commissioners

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Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - authorizing the Mayor to Execute an Employment Agreement with Emily Harrell to Serve as City Manager

Staff Contact: Will Patterson, City Attorney

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**STAFF RECOMMENDATION**

**BUDGET IMPACT**

**DISCUSSION**

RESOLUTION R-19-2026

AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH  
EMILY HARRELL TO SERVE AS LAKELAND'S CITY MANAGER

---

**WHEREAS**, Emily Harrell is the City Engineer for the City of Lakeland; and,

**WHEREAS**, the Board of Commissioners for the City of Lakeland appointed Emily Harrell as interim City Manager on November 3, 2025.

**WHEREAS**, the Board of Commissioners desires to support the promotion from within qualified and effective staff; and,

**WHEREAS**, the Board of Commissioners desires to appoint Ms. Harrell, interim City Manager and City Engineer, as the City of Lakeland's City Manager; and,

**WHEREAS**, the Board of Commissioners desires to approve the form of the Employment Agreement in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that Emily Harrell is hereby appointed as the City Manager for the City of Lakeland, effective February 19, 2026.

**BE IT FURTHER RESOLVED** that the Board of Commissioners of the City of Lakeland, Tennessee, that the Board hereby approves the Employment Agreement in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, and authorizes the Mayor to execute the same on behalf of the City of Lakeland, Tennessee.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of February 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
Mayor

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Sue Lipscomb  
City Recorder, Pro Tempore

RESOLUTION R-19-2026

AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH  
EMILY HARRELL TO SERVE AS LAKELAND'S CITY MANAGER

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**EXHIBIT A**

**R-19-2026 EXHIBIT A  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF LAKELAND, TENNESSEE** a municipal corporation, hereinafter called "EMPLOYER" or "CITY", and **EMILY HARRELL** hereinafter called "EMPLOYEE", both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, Employer desires to employ the services of EMPLOYEE as City Manager of the CITY OF LAKELAND, TENNESSEE; and,

**WHEREAS**, it is the desire of the BOARD OF COMMISSIONERS of the CITY OF LAKELAND, TENNESSEE, hereinafter called "BOC", to provide certain benefits, establish certain conditions of employment, and set working conditions of said EMPLOYEE; and,

**WHEREAS**, it is the desire of the BOC to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; (4) to provide for conditions of employment; and,

**WHEREAS**, EMPLOYEE desires to accept employment as City Manager of said CITY OF LAKELAND, TENNESSEE.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION I - DUTIES**

EMPLOYER hereby agrees to employ EMILY HARRELL as City Manager of the CITY OF LAKELAND, TENNESSEE commencing on or before February 19, 2026, to perform the functions and duties specified by the City Charter, laws, and municipal ordinances and to perform other legally

permissible and proper duties and functions of the office of City Manager as the BOC shall from time-to-time assign.

## **SECTION II -AT WILL EMPLOYMENT**

EMPLOYEE is an employee at will, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the BOC to terminate the services of EMPLOYEE at any time, subject to the provisions set forth in Section III.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with the EMPLOYER, subject only to the provisions set forth in Section III of this Agreement.

## **SECTION III - TERMINATION AND SEVERANCE PAY**

A During the first year of this Employment Agreement if EMPLOYEE is terminated for any reason other than:

- (1) The conviction of a crime involving moral turpitude; or,
- (2) For cause, cause being defined as those causes set forth in Tennessee

Code Annotated§ 6-21-101, EMPLOYER agrees to pay EMPLOYEE twelve (12) full months of salary as outlined in Section IV of this Agreement and benefits as outlined in Sections V and IX of this Agreement as severance pay after the date of termination, provided that EMPLOYEE signs and executes a release and settlement agreement, thereby releasing any and all claims that Employee has or may have against the CITY, now or in the future.

B. In the event EMPLOYER at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than applicable across-the-board reduction for all employees of EMPLOYER, or in the event EMPLOYER refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, then, in that event, EMPLOYEE may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision herein.

C. In the event EMPLOYEE shall resign her position as City Manager, she shall not be entitled to any severance compensation. Further, should EMPLOYEE resign from employment, she agrees to provide the BOC at least sixty (60) days' written notice prior to her resignation ("Resignation Term"). EMPLOYEE agrees that during the Resignation Term, EMPLOYEE shall not take in excess of one (1) week of consecutive vacation time, as the Resignation Period shall be a working term to assist in facilitating an efficient transition for the City to the subsequent City Manager. Any accrued time shall be paid to EMPLOYEE as financial compensation at the end of the Resignation Term in accordance with the Employer's Employee Handbook. Employee's breach by his failure to comply with the terms of this section shall serve as a forfeiture of all salary or benefits due as of the date of the breach.

D. Following the first year of employment under this Employment Agreement, if EMPLOYEE is terminated for any reason other than:

- (1) The conviction of a crime involving moral turpitude; or,
- (2) For cause, cause being defined as those causes set forth in Tennessee Code Annotated § 6-21-101,
- (3) EMPLOYER agrees to pay EMPLOYEE six (6) months of salary as outlined in Section IV of this Agreement and benefits as outlined in Sections V and IX of this Agreement as severance pay, provided that EMPLOYEE signs and executes a release and settlement agreement, thereby releasing any and all claims that Employee has or may have against the CITY, now or in the future.

#### **SECTION IV - SALARY**

The CITY agrees to pay EMPLOYEE for her services rendered pursuant hereto based on an initial annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00), payable in bi-weekly equal installments at the same time as other employees of the CITY are paid. The annual salary stated herein may increase from time to time during the term of this Agreement in accordance with

Section VI of this Agreement. Additionally, standard annual percentage pay increases applicable to all employees of the CITY OF LAKELAND, TENNESSEE, approved as part of the Annual Budget and in conjunction with EMPLOYER's Compensation Policy shall also apply to EMPLOYEE.

#### **SECTION V - RETIREMENT BENEFIT**

EMPLOYEE shall receive retirement benefits afforded to other Employees of the CITY in accordance with the City Charter, local ordinances, compensation policies, and Employee Handbook of the CITY. EMPLOYER shall contribute 5% of the EMPLOYEEs annual salary to the EMPLOYEEs retirement health savings account.

#### **SECTION VI- PERFORMANCE EVALUATIONS**

The BOC shall review and evaluate the performance of the EMPLOYEE annually. The criteria for evaluation may be added to or deleted from as the BOC may from time to time determine, after consultation with the EMPLOYEE. Merit pay increases based on the results of the EMPLOYEE's annual performance evaluation shall follow the EMPLOYER's Compensation Policy for eligible employees.

#### **SECTION VII -AUTOMOBILE/TRANSPORTATION**

EMPLOYEE is required to be on call for twenty-four (24) hours service, so therefore, must have access to a vehicle for CITY business.

EMPLOYER agrees to provide EMPLOYEE with a monthly personal vehicle allowance of Five Hundred Dollars (\$500.00) in lieu of providing EMPLOYEE a CITY vehicle. Should EMPLOYEE travel outside of Shelby County for CITY business, she will comply with the City travel policy regarding travel authorization.

#### **SECTION VIII - VACATION AND SICK LEAVE**

EMPLOYEE shall be subject to the vacation and sick leave policies as set forth in the Employee Handbook for the CITY.

## **SECTION IX - INSURANCE**

The EMPLOYEE shall receive, at CITY expense, the standard medical, life, and disability and related insurance benefits received by all CITY employees. The EMPLOYEE's spouse and children (so long as the children are eligible dependents for medical insurance coverage) shall receive, at CITY expense, the standard medical and related insurance benefits, except life and disability coverage, received by all Lakeland employees. Additionally, for each year of service as City Manager, EMPLOYEE shall receive, at the CITY expense, one year of the standard medical insurance benefits received by all CITY employees after the EMPLOYEE's retirement from the City of Lakeland as City Manager until the EMPLOYEE reaches age 65.

## **SECTION X - MISCELLANEOUS/PROFESSIONAL/EDUCATION-RELATED EXPENSES**

EMPLOYER agrees to budget and reimburse EMPLOYEE for miscellaneous expenses as City Manager for the good of the EMPLOYER (including but not limited to cell phone expenses) and for professional dues and subscriptions of EMPLOYEE necessary for his continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for continued professional participation, growth, and advancement, as City Manager and Professional Engineer. In the event EMPLOYEE desires to further his formal education for his continued professional growth as City Manager, EMPLOYER agrees to budget and reimburse EMPLOYEE for education-related expenses. EMPLOYEE shall submit documentation for any such expenses prior to reimbursement for same.

## **SECTION XI - INDEMNIFICATION**

EMPLOYER shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of EMPLOYEE's duties as City Manager.

EMPLOYER may fulfill this obligation by providing an appropriate insurance policy or policies.

## **SECTION XII - BONDING**

EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law, ordinance, or resolution.

## **SECTION XIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The BOC, after consulting with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. Except as is inconsistent with the provisions of this Agreement, all provisions of the City Charter, laws and ordinances, and regulations and rules of the EMPLOYER relating to retirement and pension system contributions, holidays, and other employee benefits and working conditions as they now exist or hereafter may be amended, also apply to EMPLOYEE as they would to other employees of the EMPLOYER.

## **SECTION XIV - GENERAL PROVISIONS**

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of EMPLOYEE.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.

## **SECTION XV - NOTICES**

Notice pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

EMPLOYER: City of Lakeland  
ATTN: City Attorney  
10001 U.S. Highway 70  
Lakeland, Tennessee 38002-9756

EMPLOYEE: Emily Harrell  
9649 Salem Terrace  
Lakeland, TN 38002

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**IN WITNESS WHEREOF, the CITY OF LAKELAND, TENNESSEE** has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the EMPLOYEE has signed and executed this agreement, in the day and year first above written.

**EMPLOYEE**

**EMPLOYER**

\_\_\_\_\_

\_\_\_\_\_

EMILY HARRELL

JOSH ROMAN, *Mayor*

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

*City Recorder*

*City Attorney*

Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - authorizing the City Manager to Execute a Memorandum of Understanding with Lakeland School System for the City's 2026 Freedom Festival

Staff Contact: Andrew Fisher, Parks and Recreation Director

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-21-2026.

**BUDGET IMPACT**

There is no budgetary impact from this item.

**DISCUSSION**

The proposed Memorandum of Understanding ("MOU") allows the City to utilize the Lakeland Preparatory School Campus for the 2026 Freedom Festival. A similar MOU was in place for the 2025 Freedom Festival.

RESOLUTION R-21-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE LAND AND THE LAKE LAND SCHOOL SYSTEM FOR THE CITY'S 2026 FREEDOM FESTIVAL

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**WHEREAS**, the City of Lakeland, Tennessee, desires to host its second annual Fourth of July Special Event; and,

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

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

**WHEREAS**, pursuant to Resolution R-106-2025, the City's Board of Commissioners approved an agreement with Pyro Shows, Inc. to conduct a fireworks display as part of the 2026 Freedom Festival; and,

**WHEREAS**, the City desires to conduct the fireworks display on property owned and maintained by the Lakeland School System; and,

**WHEREAS**, the School System agrees to allow the fireworks display to be conducted on property owned and maintained by the School System

**WHEREAS**, the City and the School System desire to enter into a Memorandum of Understanding ("MOU") to effectuate the same.

**WHEREAS**, the Board of Commissioners desires to approve the form of the MOU in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, in order to allow for the use of the Lakeland School District property to host the Lakeland 2026 Freedom Festival.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Board hereby approves the MOU in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, and authorizes the City Manager staff to execute the MOU.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of February 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
Mayor

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Sue Lipscomb  
City Recorder, Pro Tempore

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE LAKELAND SCHOOL SYSTEM  
RELATIVE TO FOURTH OF JULY FREEDOM FESTIVAL**

This Memorandum of Understanding, dated this \_\_\_\_ day of February, 2026, is by and between the City of Lakeland, Tennessee (the “City”) and the Lakeland School System (the “School System”).

**WHEREAS**, the City is a Tennessee municipal corporation;

**WHEREAS**, the School System was lawfully established by local ordinance pursuant to Tenn. Code Ann. § 49-2-106;

**WHEREAS**, the City desires to host its annual Freedom Festival, a Fourth of July special event open to the public and intended to promote community engagement and celebration;

**WHEREAS**, pursuant to Resolution R-106-2025, the City’s Board of Commissioners approved an agreement with Pyro Shows, Inc. to conduct a fireworks display as part of the 2026 Freedom Festival; **WHEREAS**, the School System agrees to allow the fireworks display to be conducted on property owned and maintained by the School System;

**WHEREAS**, the City and the School System desire to enter into this Memorandum of Understanding (“MOU”) to effectuate the same.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

**1. Purpose.** The purpose of this MOU is to set forth the understanding between the City and the School System regarding the City’s use of School System property for the fireworks display conducted during the City’s Freedom Festival.

**2. Responsibilities**

A. The City shall be responsible for coordinating with Pyro Shows, Inc. regarding the setup, execution, and cleanup of the fireworks display.

B. The City shall designate areas of the School System's property necessary for Pyro Shows, Inc. to conduct the fireworks display, subject to the approval of the School System and any reasonable conditions necessary to ensure safety and protection of School System facilities.

C. The City shall coordinate to ensure compliance with all applicable federal, state, and local laws, regulations, and fire safety requirements.

D. Both parties shall cooperate in good faith to ensure the success of the event and the safety of the public and property.

**3. Fireworks Display Details.**

A. The fireworks display will take place on July 4, 2026, at a time to be determined by the City.

B. The fireworks display will be conducted by Pyro Shows, Inc., in accordance with the terms approved by the City's Board of Commissioners, the contract between the City and Pyro Shows, Inc., and all applicable safety and regulatory standards.

C. The designated launch and viewing areas shall be determined by the City, subject to the approval of the School System, with consideration to safety, accessibility, and minimal disruption to School System facilities.

D. In the event of inclement weather or other circumstances that render the fireworks display unsafe or impractical, the parties shall reasonably coordinate to determine an alternate date or cancellation procedure.

**4. Liability.**

**A.** The City shall require Pyro Shows, Inc. to maintain comprehensive general liability insurance in an amount no less than \$10,000,000.00 and to name both the City and the School System as additional insureds for the fireworks display. The City shall provide a copy of the Certificate of Insurance from Pyro Shows, Inc. to the School System.

**B.** The City shall be responsible and liable for any damages to School System property resulting from or related to the Freedom Festival and returning School System property to its normal condition, ready for school use, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement. The City shall indemnify and hold School System and its school board and members, employees, and agents harmless from any and all claims, to the extent permitted by Tennessee law. .

**5. General Provisions.**

**A.** The City and School System entered into that certain agreement styled “CITY OF LAKELAND PARKS & RECREATION AGREEMENT FOR USAGE OF LAKELAND SCHOOL FACILITIES” on August 28, 2019, which agreement shall remain in full force and effect between the parties. The terms of and conditions of that agreement are incorporated by reference as if set forth fully herein and shall apply to the City’s use of School System property for the Freedom Festival except to the extent expressly modified by this MOU.

**B.** The parties may only amend or terminate this Memorandum of Understanding in writing signed by both parties.

**C.** The parties agree to operate in good faith to implement the objectives of this Memorandum of Understanding.

**D.** This Memorandum of Law shall be governed by and construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, the City of Lakeland, Tennessee and the School System have executed this Memorandum of Understanding as of the first day above written.

**[SIGNATURE PAGE TO FOLLOW]**

**CITY OF LAKELAND, TENNESSEE**

**Approved as to Form:**

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Emily Harrell, *Interim City Manager*  
City of Lakeland, Tennessee

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Will Patterson, *City Attorney*  
City of Lakeland, Tennessee

**LAKELAND SCHOOL SYSTEM**

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Dr. W. Edward Horrell, III, *Superintendent*  
Lakeland School System

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Laura Harrison, *Chairman*  
Board of Education for  
The Lakeland School System



## Board of Commissioners

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Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - authorizing the Mayor to Execute a Project Development Agreement with the Industrial Development Board of the City of Lakeland, Tennessee

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

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### **STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-20-2026

### **BUDGET IMPACT**

There is no budgetary impact from this item.

### **DISCUSSION**

The proposed project development agreement provides the framework for the use of Tax Increment Financing ("TIF") for eligible expenses related to the development of 109 townhomes within the Lake District Planned Development. The property is located in the Lakeland Gateway South Plan Area.

RESOLUTION R-20-2026

AUTHORIZING THE MAYOR TO EXECUTE A PROJECT DEVELOPMENT  
AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF  
LAKELAND, TENNESSEE

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- WHEREAS**, the Board of Commissioners of the City of Lakeland, Tennessee (the “Board”), desires to advance the development of the Lakeland Gateway South TIF project (the “Project”) in a manner consistent with the City of Lakeland, Tennessee’s (the “City”) approved economic impact plan framework; and
- WHEREAS**, pursuant to Resolution R-117-2025, the Industrial Development Board of the City of Lakeland, Tennessee (the “Lakeland IDB”) approved an economic impact plan (the “Economic Impact Plan”) in connection with the Project; and
- WHEREAS**, pursuant to Resolution R-125-2025, the Board approved the Economic Impact Plan and authorized submission of the Economic Impact Plan to the Shelby County Commission for approval; and
- WHEREAS**, the Shelby County Commission approved the Economic Impact Plan on December 15, 2025; and
- WHEREAS**, the Economic Impact Plan provides that a final description of the planned public improvements, together with the costs and expenses of such improvements and fees to be reimbursed with TIF revenues, will be set forth in a development agreement (the “Project Development Agreement”) to be executed by the Lakeland IDB, the City, and any developer in connection with the Project; and
- WHEREAS**, the Economic Impact Plan further provides that, once it has been approved by the Board and the Shelby County Commission, the Lakeland IDB and the City shall execute the Project Development Agreement; and
- WHEREAS**, the Economic Impact Plan further provides that the Lakeland IDB’s obligation to provide financial assistance to the Project is subject to the subsequent approval, execution, and delivery of the Project Development Agreement; and
- WHEREAS**, the Board finds that it is in the best interest of the City and its residents to authorize the Mayor to execute a Project Development Agreement in substantially the same form as attached hereto as Exhibit A with the Lakeland IDB in furtherance of the Project.

RESOLUTION R-20-2026

AUTHORIZING THE MAYOR TO EXECUTE A PROJECT DEVELOPMENT  
AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF  
LAKELAND, TENNESSEE

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**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a Project Development Agreement with the Industrial Development Board of the City of Lakeland, Tennessee in substantially the same form as attached hereto as Exhibit A, and take any other actions necessary to effectuate the same, together with such revisions as the Mayor, City Manager, and City Attorney deem necessary or appropriate, provided that the Project Development Agreement is approved as to form by the City Attorney.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, on this 19th day of February, 2026.

ATTEST:

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Josh Roman  
Mayor

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Sue Lipscomb  
City Recorder, Pro Tempore

RESOLUTION R-20-2026

AUTHORIZING THE MAYOR TO EXECUTE A PROJECT DEVELOPMENT  
AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF  
LAKELAND, TENNESSEE

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**EXHIBIT A**

**PROJECT DEVELOPMENT AGREEMENT**  
(Lakeland Gateway South TIF)

THIS PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the **Industrial Development Board of the City of Lakeland, Tennessee**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”), and **The City of Lakeland, Tennessee**, a municipal corporation organized under the laws of the State of Tennessee (the “City”).

**WITNESSETH:**

**WHEREAS**, the City established a Plan Area (as defined below) of more than 160 acres at the Southeast quadrant of Interstate 40 and Canada Road in Lakeland, Tennessee, which is referred to as “Lakeland Gateway South”; and

**WHEREAS**, the City, on behalf of the owners of properties in Lakeland Gateway South, seeks to facilitate the development of Lakeland Gateway South; and

**WHEREAS**, REV3 Willows Holdings LLC, a Delaware limited liability company (“REV3”), owns certain tracts of land in Lakeland Gateway South, which are more particularly described in Exhibit E (the “Willows Property”); and

**WHEREAS**, the Board and the City have approved an economic impact plan attached hereto as Exhibit A (the “Economic Impact Plan”) regarding the development Lakeland Gateway South, as more particularly described in the Economic Impact Plan (the “Plan Area”); and

**WHEREAS**, REV3 or any other permitted assignee thereof intends to develop a portion of the Plan Area pursuant to a planned development for a new development on the Willows Property that is expected to include up to 109 townhouses. The development will provide the City with an integrated residential component of a larger pedestrian-oriented community with concentrated commercial, office, hotel, and other residential uses in direct proximity to one another. The townhouse development described above, excluding the single-family residential units, and the public infrastructure necessary for such development and the other components of Lakeland Gateway South are collectively referred to in this Agreement as the “Project.” The Project is an eligible “project” within the meaning of Tenn. Code Ann. § 7-53-101(15). The Project is expected to serve as a catalyst for additional commercial development in the future in the other areas of Lakeland Gateway South in the Plan Area (the “Future Development”), and such future developments would also constitute eligible “projects” within the meaning of Tenn. Code Ann. § 7-53-101(15); and

**WHEREAS**, the Project and Future Development, however, are not feasible without significant investment in new and improved infrastructure and parking in the area, including site design and analysis, grading and drainage improvements, and construction of roads, sidewalks and pedestrian walkways, traffic signals, lighting, water lines, electrical line, gas lines, sewer lines, and parking areas. In order to make the Project financially feasible, the City and Shelby County,

Tennessee (the “County”), have approved, as part of the Economic Impact Plan, a plan for tax increment financing through the Board pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project and the Future Development. The proceeds of the tax increment financing are to be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and Tenn. Code Ann. §§ 9-23-101 *et. seq.* (collectively, the “Tax Increment Act”), relating to the Project and the Future Development; and

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

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

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

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

1. **Definitions.** In addition to the terms defined in the recitals above, the following terms have the following meanings when used in this Agreement:
  - a. “Additional Developer” has the meaning set forth in Section 13 below.
  - b. “Additional Development Agreement” has the meaning set forth in Section 13 below.

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

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

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

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

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

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

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

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

k. “Developer” means the City, REV3, and any Additional Developer engaged in the development of any portions of the Plan Area.

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

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

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

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

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

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

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

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

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

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

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

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

x. “Willows Interests” means (i) a portion of the Tax Increment Revenues equal to 56.25% of the excess of property taxes over the Total Base Tax Amount generated by the Willows Property, less the County Trustee Fee (defined below) applicable to the property taxes from the Willows Property, (ii) all of the City’s other right, title, and interest under this Agreement with respect to the Willows Property other than the remaining Tax Increment Revenues not described in (i) above, and (iii) all obligations of the City under this Agreement with respect to the Willows Property.

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

a. The Board may designate, by written notice to the City and County, that the allocation of Tax Increment Revenues from any tax parcel or group of tax parcels in the Plan Area begin in any tax year within the 10 tax years following the Effective Date (each such designation, an “Allocation Group”).

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

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

4. Disbursement of Tax Increment Revenues to Pay Eligible Costs Directly. The Board hereby agrees to commit the Tax Increment Revenues to the payment of Eligible Costs in accordance with the terms of this Agreement and the Economic Impact Plan. A Developer may from time-to-time request that the Board (or the Financing Trustee, as applicable) pay directly or reimburse such Developer for Eligible Costs from amounts on deposit in the Project Tax Increment Fund. A Developer must make such requests by submitting a Payment Request to the Board or the applicable Financing Trustee, with such Payment Request to be certified as true and correct in all material respects by the Construction Consultant and an authorized representative of such Developer, together with conditional lien waivers from all contractors and suppliers providing work or materials for the Eligible Improvements (or unconditional final lien waivers from the general contractor for the applicable Eligible Improvements) to be paid (or reimbursed) with the Payment Request. Notwithstanding the foregoing, with respect to any public infrastructure to be constructed by a Developer pursuant to contracts between the Developer and a Public Entity, no certificate from the Construction Consultant shall be required, and the Board will rely on the unrestricted acceptance of such public infrastructure by the applicable Public Entity as the requisite review and written approval. The Board or the Financing Trustee shall, to the extent of available funds then on deposit in the Project Tax Increment Fund, make payment to or at the direction of the Developer in accordance with such Payment Request within thirty (30) days of receiving a correct and complete Payment Request along with such lien waivers. The Board or the Financing Trustee shall not be required to fund Payment Requests more than once per month or in an amount less than \$25,000.00 as to any single Payment Request (except for the final Payment Request for Eligible Costs for the Eligible Improvements then under construction). If the amount on deposit in the Project Tax Increment Fund and available to pay Eligible Costs (i.e., not pledged to pay any Tax Increment Financing Loan(s)) at the time of any Payment Request is not sufficient to pay all Eligible Costs for all Eligible Improvements then under construction by a Developer, the Developer shall verify to the Board’s or the applicable Financing Trustee’s reasonable satisfaction

that the Developer has sufficient additional funds (which may include loan proceeds) to pay all such Eligible Costs for all such Eligible Improvements then under construction by the Developer.

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

6. Developer Obligations.

a. Each Developer shall cause to be prepared and, upon request, submit to the Board conceptual plans for all Eligible Improvements that such Developer elects to construct. Subject to the terms of this Agreement, a Developer may determine the sequencing and timing of construction of the Eligible Improvements in its sole discretion. Each Developer shall be responsible for obtaining any required approvals of such plans and specifications from the City, MLGW, or any other required approvals in connection with the Eligible Improvements such Developer elects to construct.

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

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

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

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

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

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

#### 7. Board Obligations.

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

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

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

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

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

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

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

12. Assignment. Except as otherwise set forth in Sections 13 and 14 below, the City may not assign or transfer this Agreement or any interest of the City hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the City may, without the Board's consent (but with notice to the Board), (i) pledge or collaterally assign this Agreement or all or any portion of the City's rights under this Agreement as collateral for any Tax Increment Financing Loan(s) and (ii) freely assign this Agreement or all or any portion of the City's rights under this Agreement to REV3. The Board may not assign or transfer this Agreement or any interest of the Board hereunder without the prior written consent of the City.

13. Partial Assignment to Developers. The Board agrees that the City may partially assign its rights under this Agreement (including, without limitation, portions of the Tax Increment Revenues) and delegate its duties under this Agreement to REV3 and any other developers engaged by the City for the purpose of separately developing, financing, constructing, owning, or operating components of the Project and the Future Development (each, an "Additional Developer"). If the City intends to partially assign its rights under this Agreement as set forth above, and such assignment will result in an Additional Developer incurring Eligible Costs, upon request from the City, the Board and the City will work with the Additional Developer in good faith to approve a development and financing agreement between the Board and the Additional Developer for the portion of the Eligible Costs for which the Additional Developer shall be responsible (an "Additional Development Agreement"), such Additional Development Agreement to be in a form and substance reasonably satisfactory to the Board and the Additional Developer. An Additional Development Agreement may provide for Tax Increment Financing Loan(s) that will be secured by the portion of the Tax Increment Revenues assigned to the Additional Developer under the Additional Development Agreement. The Board and the City acknowledge and agree that no default under an Additional Development Agreement will constitute a default under this Agreement, and a default under this Agreement will not constitute a default under any Additional Development Agreement.

14. Partial Assignment to REV3. By execution of this Agreement, the City hereby assigns, transfers, and delegates (as applicable) the Willows Interests to REV3. The Board hereby consents to the foregoing assignment of the Willows Interests to REV3. Prior to the Board's disbursement of any Tax Increment Revenues to REV3, the Board and REV3 shall execute an Additional Development Agreement to set forth REV3's rights and obligations with respect to the Willows Interests. The Board and the City acknowledge and agree that the Tax Increment Revenues constituting the Willows Interests will be used to reimburse REV3 for certain public infrastructure previously constructed on the Willow Property by a prior owner and purchased by REV3, subject to REV3 providing the Board with reasonable documentation, including invoices and proper certifications, of the costs of such infrastructure on terms and conditions to be set forth in the Additional Development Agreement between REV3 and the Board. REV3 is a third-party beneficiary of this section and the other provisions of this Agreement related to the Willows Property.

15. Successors and Assigns. Subject to Sections 12, 13, and 14 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

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

If to Developer to:

The City of Lakeland, Tennessee  
c/o Emily Harrell, City Manager  
10001 Highway 70  
Lakeland, Tennessee 38002

With a copy to:

Patterson Bray PLLC  
8001 Centerview Parkway, Suite 103  
Memphis, TN 38018  
Attention: Will Patterson  
E-mail: wpatterson@pattersonbray.com

If to the Board to:

The Industrial Development Board of the  
City of Lakeland, Tennessee  
c/o President

10001 Highway 70  
Lakeland, Tennessee 38002

With a copy to:

Bass Berry & Sims PLC  
100 Peabody Place, Suite 1300  
Memphis, TN 38103  
Attention: Al Bright, Jr.  
E-mail: al.bright@bassberry.com

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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures to follow on next page]*

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Economic Impact Plan

*[See attached]*

## EXHIBIT B

### Planned Improvements

The following improvements in the Plan Area:

- a) Demolition, clearing, grading, excavation, and erosion control,
- b) Existing infrastructure demo and construction or reconstruction of public infrastructure,
- c) Utility connections and relocation, installation, replacement and placement to public or private utilities,
- d) Buildings constructed on a project site that constitute public infrastructure,
- e) Equipment located on a project site that constitutes public infrastructure,
- f) Architects and engineering costs for the design of any improvements to a project site,
- g) Access drives on a project site,
- h) Landscaping, irrigation, fencing, and street furnishings, for a project site,
- i) Stormwater facilities (water drainage and flood control) on a project site,
- j) Water system infrastructure & water features,
- k) Public sewer infrastructure and improvements,
- l) Electrical system,
- m) Natural gas,
- n) Public roadways, bridges, curbs, grates, gutters, medians, speed bumps and traffic calming devices,
- o) Pedestrian crosswalks, sidewalks and pedestrian safety features,
- p) Bike lanes and bike racks,
- q) Traffic signals, street signs, wayfinding, district branding signs and transit stops,
- r) Street lights and other safety lighting,
- s) Street signs,
- t) Street trees and site preparation,
- u) Public parking lots,
- v) Public park area amenities,
- w) Walking and running trails,
- x) Public common areas,
- y) Acquisition of land,
- z) Security enhancements,
- aa) Permits, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing.

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

## EXHIBIT C

### Transaction Costs

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

EXHIBIT D

Form of Payment Request

PAYMENT REQUEST

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

Re: Development [and Financing] Agreement dated \_\_\_\_\_, 202\_\_, between  
\_\_\_\_\_ (“Developer”), and the Industrial Development Board  
of the City of Lakeland, Tennessee, a public nonprofit corporation organized under Tenn.  
Code Ann. §§ 7-53-101, *et. seq.* (the “Board”)

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

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

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

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

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

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

Dated as of \_\_\_\_\_, 202\_\_.

*Signatures on the following page.*

DEVELOPER:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

[CONSTRUCTION CONSULTANT]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT E

### Legal Description

The land referred to herein below is situated in the County of Shelby, State of Tennessee, and is described as follows:

Commencing at the Southeast corner of the Lake District Property, in the centerline of Monroe Road; Thence N 02° 44' 41" E, along the centerline of Monroe Road, a distance of 1660.33 feet to a point; Thence N 02° 21' 29" E, along said centerline, a distance of 523.57 feet to a point; Thence N 03° 43' 36" E, along said centerline, a distance of 737.94 feet to a point; Thence N 02° 22' 57" E, along said centerline, a distance of 33.26 feet to the Point of Beginning; Thence N 86° 22' 29" W, a distance of 440.22 feet to a point; Thence S 03° 43' 36" W, a distance of 437.89 feet to a point; Thence, N 86° 16' 24" W, a distance of 97.00 feet to a point of curvature; Thence along a curve to the right, having a radius of 531.06 feet, a chord bearing and distance of N 81° 19' 05" W-91.74 feet and an arc length of 91.86 feet to a point; Thence S 20° 34' 04" W, a distance of 167.76 feet to a point; Thence S 03° 43' 36" W, a distance of 98.98 feet to a point in the North line of proposed Lake Louise Street; Thence N 69° 25' 56" W, along said North line, a distance of 312.89 feet to a point; Thence N 20° 34' 04" E, a distance of 140.00 feet to a point; Thence S 69° 25' 56" E, a distance of 20.00 feet to a point; Thence, N 20° 34' 04" E, a distance of 130.15 feet to a point of curvature; Thence along a curve to the left, having a radius of 150.00 feet, a chord bearing and distance of N 04° 02' 44" E-85.32 feet and an arc length of 86.51 feet to a point; Thence N 25° 13' 45" W, a distance of 40.14 feet to a point; Thence N 25° 13' 45" W, a distance of 28.80 feet to a point; Thence N 33° 46' 59" W, a distance of 444.50 feet to a point; Thence, N 56° 13' 14" E, a distance of 679.72 feet to a point of curvature; Thence along a curve to the right, having a radius of 188.00 feet, a chord bearing and distance of N 74° 08' 48" E -115.73 feet and an arc length of 117 .64 feet to a point of non-tangential curvature; Thence along a curve to the left, having a radius of 97.00 feet, a chord bearing and distance of N 48° 10' 01" E-134.53 feet and an arc length of 148.66 feet to a point of non-tangential curvature; Thence along a curve to the right, having a radius of 88.00 feet, a chord bearing and distance of N 30° 14' 26" E-77.10 feet and an arc length of 79.80 feet; Thence N 56° 13' 14" E, a distance of 94.85 feet to a point; Thence S 33° 45' 52" E, a distance of 318.00 feet to a point; Thence S 11° 13' 14" W, a distance of 150.42 feet to a point; Thence, S 78° 46' 46" E, a distance of 99.09 feet to a point of curvature; Thence along a curve to the left, having a radius of 25.00 feet, a chord bearing and distance of N 51° 50' 13" E-37.95 feet and an

arc length of 43.09 feet to a point; Thence S 02° 22' 08" W, a distance of 101.18 feet to a point; Thence S 87° 37' 03" E, a distance of 20.00 feet to a point; Thence S 02° 22' 57" W, a distance of 337.16 feet to the Point of Beginning.

Containing 19.71 acres.

Being the same property conveyed to BC Alternative Title Trust 2022-RTL1, a Delaware Statutory Trust, by Substitute Trustees Deed from Stephen C. Baker, Substitute Trustee, of record as Instrument 24006982, Register's Office of Shelby County, Tennessee.

Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - approving a professional services agreement with Kimley-Horn and Associates, Inc. for the Lakeland Pickleball Facility project

Staff Contact: Andrew Fisher, Parks and Recreation Director

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-17-2026.

**BUDGET IMPACT**

This item is not appropriated in the current Fiscal Year 2026 budget. A budget amendment will be required for the expenditure and the offsetting grant revenue.

**DISCUSSION**

The Parks and Recreation Department issued a notice requesting RFQ's for design and engineering services for the Lakeland Pickleball Facility. Receiving seven statements of qualifications, city staff reviewed and scored all entries and determined that Kimley-Horn & Associates Inc. was best qualified for the project. Kimley-Horn has worked on multiple pickleball projects across several states, including Tennessee, and has extensive experience with projects that include LPRF grant funding which will prove useful so that the City remains grant compliant. Kimley-Horn has worked on multiple projects with the City of Lakeland and has proved to be a notable partner.

RESOLUTION R-17-2026

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEYHORN AND ASSOCIATES, INC. FOR THE LAKELAND PICKLEBALL FACILITY PROJECT

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**WHEREAS,** the City of Lakeland has been awarded \$963,421 from the Local Parks and Recreation Fund grant (LPRF) from the State of Tennessee Department of Environment and Conservation (TDEC); and,

**WHEREAS,** the City of Lakeland desires to design and construct a pickleball facility utilizing these grant funds; and,

**WHEREAS,** Kimley-Horn and Associates, Inc. submitted the most qualified request for qualifications and has extensive experience in designing pickleball facilities; and,

**WHEREAS,** Kimley-Horn and Associates, Inc. also has extensive experience with projects that are LPRF grant funded:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder Pro Tempore to attest, to enter into an agreement with Kimley-Horn and Associates, Inc. for professional design and engineering services in the amount of One Hundred Ninety Thousand Dollars (\$190,000) for the Lakeland Pickleball Facility Project contingent on the following:

1. Approval and final concurrence from the City Attorney.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 19<sup>TH</sup> day of February 2026, the public welfare requiring it.

ATTEST:

---

Josh Roman  
Mayor

---

Sue Lipscomb  
City Recorder Pro Tempore

February 17, 2026

Mr. Andrew Fisher  
Parks and Recreation Director  
City of Lakeland, Tennessee  
10001 Highway 70  
Lakeland, TN 38002

**RE: PROFESSIONAL SERVICES AGREEMENT  
LAKELAND PICKLEBALL COURTS  
LAKELAND, TENNESSEE**

Dear Mr. Fisher:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Lakeland (“Client”) for providing Professional Services for Construction Documents for the Lakeland Pickleball Courts (“Project”) located between Beverle Rivera Dr and Huff N Puff Rd.

**PROJECT UNDERSTANDING**

Kimley-Horn understands that the Client has received TDEC funding for the design and construction of the Lakeland Pickleball Courts and is engaging with Kimley-Horn to deliver professional design services as outlined:

- The Client intends to install 6 post-tension pickleball courts, a restroom building, shade structure(s), additional parking, lighting and other site amenities.
- The shade structure will be a prefabricated (prefab) structure. Kimley-Horn will collaborate with a manufacturer and the Client to develop a basis of design for the structure. Structural foundation will be provided by the manufacturer and reviewed by Kimley-Horn, through a qualified subconsultant.
- The conceptual plan previously completed by Kimley-Horn (Figure 1) will be modified for the current programming as described in the TDEC LPRF grant award. The number of courts shown will be reduced from eight (8) to six (6). This process will be completed through the Schematic Design Phase as outlined in the Scope of Services.
- A Hydrologic Determination of Water Resources, dated October 21, 2024, confirms that the existing drainage channel running west to east through the center of the site is a Wet Weather Conveyance. Environmental permitting will not be provided.
- A separate power service will be required for the restroom building and pickleball lighting. Additional parking lot lighting required for the parking area expansion will be on the same system as the Community Center parking lot lighting.
- The Community Center parking lot will be reconfigured to add additional parking for the pickleball courts. Design and coordination efforts for the reconfiguration of the parking lot is included in the Scope of Services of this Project.

- The City will be responsible for submitting the construction drawings for these improvements to TDEC for approval in compliance with grant funding prior to construction. All grant administration duties will be handled by others.
- A proposed restroom building is included. The restroom building will be conventional construction with wood studs or CMU walls with wood trusses. It will include stone and/or brick veneer and an asphalt shingle roof. Architectural design will match the City’s existing prefabricated restroom building at IH Park.
- Kimley-Horn assumes that the existing SWPPP report filed for the Community Center will be updated to include the additional pickleball improvements. A new SWPPP report will not be provided.



Figure 1 – Conceptual plan previously completed by Kimley-Horn.

## SCOPE OF SERVICES

The Kimley-Horn team will provide the following services:

### Task 1 – Project Coordination and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the City throughout the process.

#### Task 1.1 – Kickoff Meeting and Site Visit

Kimley-Horn will facilitate and attend one (1) in-person or virtual kickoff meeting with staff to confirm the vision and goals for the project as well as project schedule and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes. Kimley-Horn will also visit the project site to gather information pertinent to completing the project design. Written notes and photographs will document the existing conditions.

#### Task 1.2 – Progress Review Meetings

Kimley-Horn will host bi-monthly (twice monthly) virtual meetings during the design process to discuss updates, design progress, and other pertinent items with the Client.

### TASK 2 – Pre-Design Phase

- Kimley-Horn, through a qualified sub-consultant, will have a topographic survey performed for the project site.
- Kimley-Horn, through a qualified sub-consultant, will have a geotechnical report prepared to provide recommended parking lot pavement cross-sections, pickleball court slab design and structure foundation designs.
- Kimley-Horn will prepare a working base plan from available aerial imagery, topographic survey data, Community Center plans, and any as-builts and utility mapping provided by the Client.

#### DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" base plan in a PDF format.

### TASK 3 – Schematic Design (SD)

The Schematic Design Phase will provide the Client with a Conceptual Design and Schematic Design Narratives for the spaces illustrated in Figure 1. The previous conceptual plan provided by Kimley-Horn will be modified to account for revised scope as described in the TDEC grant application. The following professional design services will be provided to develop Schematic Design level documents. This task consists of:

- Assist in the preparation of a Site Plan that refines the Conceptual Plan, shown in Figure 1, based upon the final development program and the findings of the topographic survey. Conceptual design will illustrate hardscape areas, hardscape elements, softscape areas, furnishings, lighting, and other pertinent elements to convey conceptual ideas.

- Revised Site Plan that illustrates the following elements:
  - Building placement
  - Vehicular and Parking Infrastructure delineating various pavement types (standard- and heavy-duty asphalt, standard- and heavy-duty concrete)
  - Pedestrian Infrastructure delineating sidewalks, hardscape plazas, stairs, ramps, etc.
  - Pavement Markings illustrating parking lot layout, vehicular lane striping and turning movements.
  - Other Preliminary Site Elements such as parking lot islands, retaining walls, etc.
- Hardscape material images
- Landscape material images
- Site furnishing images
- Lighting images
- Other applicable element images
- Preliminary Utility Plan that illustrates routing for water and sanitary sewer.
- Preliminary Grading and Drainage Plan that illustrates finished-floor-elevation, preliminary proposed contour lines, limited spot elevations, and stormwater management.
- MEP Schematic Design will include:
  - Progression of project documents to approximately 30% completion.
  - Electrical written narratives as required as well as utility/service coordination and location investigation.
  - Preliminary coordination of electrical service locations.
  - Local code review and implications
  - Drawing deliverables reflecting service locations, general intent of panel locations and main distribution points, preliminary equipment locations/intent, meter locations/strategy.
- Structural Schematic Design will include:
  - Design coordination and meetings
  - Progression of project documents to approximately 30% completion
- Present the Schematic Design Package to the Client for feedback. Upon receiving feedback, the conceptual design package will be updated up to one (1) time prior to progressing into the Design Development task.

**DELIVERABLES**

- Kimley-Horn will provide the Client with a 24"x36" Schematic Design Package in a PDF format.

**TASK 4 – Design Development (DD)**

The following professional design services will be provided to develop Design Development level documents, based upon the approved Schematic Design.

This task consists of:

- Incorporate Client feedback into Design Development documents.

- Develop design documents to consist of site plans and Design Development level technical drawings. These drawings consist of:
  - Site Plan/Hardscape Plan
  - Dimension Control Plan
  - Hardscape Details
  - Site Furnishing Plan
  - Site Furnishing Cut Sheets
  - Lighting Plan
  - Lighting Cut Sheets
  - Planting Plan
  - Irrigation Plan
  - Utility Plan showing proposed sanitary sewer line routing and sizes, and water line routing.
  - Grading and Drainage Plan showing proposed grading contours in one-foot intervals and will provide preliminarily sized storm drain system and structure layout designed to convey site storm water runoff to the proposed stormwater management facilities. As part of the grading plan, Kimley-Horn will also provide finished-floor elevation and general spot elevations for site elements, such as retaining walls, stairs, ramps, and parking areas, if applicable.
- MEP Design Development will include:
  - Progression of project documents to approximately 60% completion.
  - Further discussions/finalization of services required with utility departments
  - Further development of equipment locations on site
  - Major electrical equipment layout/locations, preliminary one-line diagram(s), coordination of court lighting and site lighting layouts
- Structural Design Development will include:
  - Design coordination and meetings
  - Progression of project documents to approximately 60% completion

**DELIVERABLES**

- Kimley-Horn will provide the Client with a 24"x36" Technical Design Development Package in a PDF technical drawing format.

**TASK 5 – Construction Documents (CD)**

After Client approval of the Design Development plans, Kimley-Horn will prepare the Construction Documents for the project that would provide documents sufficient for the Client to bid the project and a Contractor to use in constructing the site components and features and consist of the specific information noted below.

- Cover Sheet(s) – This sheet will contain all relevant project/ contact information, as well as general notes and legends.
- General Construction Notes – This sheet will consist of relevant construction notes pertaining to the project.

- Site Plan/Hardscape Plan - The plan will identify final hardscape elements such as materials, patterns, and elements. Hardscape notes will be provided, as well as detail callouts directing the contractor to specific hardscape details.
- Dimension Control Plan – The plan will identify critical points-of-beginning, centerlines, dimensions, radii, and angles.
- Grading and Drainage Plan – Spot elevations in critical areas, proposed contour lines in one-foot intervals, building pad finished floor elevation and limits of disturbance will be shown within the proposed grading plan. Details related to materials, patterns, or other visual components of the hardscape will be designed by the landscape architect. Storm drainage pipes will be sized and specified in accordance with City of Lakeland requirements.
- Water/Sanitary Sewer Utility Plan – Proposed domestic water services and sanitary sewer services to the proposed building will be shown on the utility plans and will be designed in accordance with published City of Lakeland and/or MLGW standards. Locations of the building water line(s) and sewer lateral(s) stubs will be provided by the project Mechanical and Plumbing Engineer. No offsite utility design or extensions to the site are included in the basic services. Limited coordination with franchise utility companies shall be provided.
- Three-Phase Erosion and Sediment Control Plan. Per state and county requirements, Kimley-Horn will develop three-phased erosion and sediment control plans. The location and identification of specific erosion and sediment control measures, or Best Management Practices (BMPs) will be delineated in the plans and will identify proposed grading and drainage improvements. These measures will be in accordance with City of Lakeland requirements and the design guidelines will be provided for the Contractor’s guidance. Additional measures may be required during various phases of construction.
- Hardscape Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client’s bidding and construction of the hardscape elements shown.
- Planting Plan - The planting plan will define the proposed quantity, location and species of plants, minimum sizes at installation and root conditions/container type. A plant schedule will also be provided.
- Planting Details - The final planting details will illustrate proper planting techniques, spacing standards, tree staking details, landscape edging details, and general landscape installation notes defining soil preparation and landscape installation requirements.
- Irrigation Plan and Details – The Irrigation Plan and Details will define main line locations and sizes, lateral line locations and sizes, spray head manufacturer, locations and types, drip irrigation system manufacturer, location and types (if applicable), irrigation sleeve locations, controller manufacturer and location, and backflow preventer size, manufacturer and location(s) for each of the landscape/hardscape spaces. Kimley-Horn will determine recommended water meter locations and will coordinate with the project MEP regarding controller and backflow preventer location.

- Site Furnishing Plan – The furnishing plan will define proposed site furnishing types within each of the landscape/hardscape spaces such as benches, tables and chairs, waste/recycling receptacles, bicycle racks, charging stations, planters, and shade structures. The plan will specify the manufacturer and specifics regarding the furnishings, such as materials, colors, finishes, and installation techniques.
- Lighting Plan – The lighting plan will define the location, proposed quantity, and manufacturers options for pedestrian-level lighting, landscape lighting, and area lighting for each of the landscape/hardscape spaces. A lighting schedule will also be provided for reference.
- Project Manual – Utilizing the Client’s standard front-end documents, Kimley-Horn will assist the Client in the preparation of a project manual which is anticipated to consist of the following:
  - Bidding Requirements
  - Contract Forms
  - Conditions of the Contract
- Technical Specifications – Specifications will be provided for the proposed improvements for inclusion in the Project Manual. Kimley-Horn anticipates providing the following specifications:
  - Soil Preparation
  - Exterior Plantings
  - Concrete Paving
  - Concrete Formwork
  - Irrigation
  - Plants and Turf
  - Unit Paving
  - Metal Fabrication
  - Recreational Court Surfacing
  - Site Electrical
  - Switchboards and Panelboards
  - Exterior Lighting
  - Asphalt Paving
- MEP Construction Documents will include:
  - Progression of documents to 100% completion.
  - Finalization of all system designs and electrical drawing details for contractor clarity/construction.
  - Information regarding the basis of design for all lighting fixtures and materials.
- Structural Construction Documents will include:
  - Progression of documents to 100% completion.
  - Performance specifications for post-tension foundation system for pickleball courts.
  - Light pole base design

This task scope is predicated on the site/civil design being finalized in the Design Development phase of the

project, and that no major changes affecting site layout, grading concept, drainage concept, and/or utility routing will occur once Final Construction Document design is initiated. The fee for this task includes one round of revisions due to Client comments.

Kimley-Horn assumes all required utility services are available at the property lines, immediately adjacent to the Project site, and have sufficient capacity to serve the development. Kimley-Horn will coordinate with the MEP, the City of Lakeland, and Memphis Light, Gas and Water ("MLGW"), to determine if utility extensions are required to support the proposed development. Kimley-Horn will coordinate the relocation of onsite utilities and utility easements with MLGW, if necessary. Offsite utility extensions are not included in our scope of services.

Offsite improvements, limited to the repair and/or replacement of sidewalk and sidewalk ramps, curb and gutter, and driveway apron(s) along the property frontage, that are proposed or are not in compliance with the City of Lakeland, will be provided

#### **DELIVERABLES**

- Kimley-Horn will provide the Client with a 24"x36" Construction Document Package in a PDF technical drawing format.

### **TASK 6 – Architectural Design Services**

Kimley-Horn, through a qualified subconsultant (4FDesign), will provide Architectural Design Services for the proposed restroom building. This task consists of:

- Small restroom building – approximately 12'x20' or 240 SF
- Two (2) accessible unisex restrooms, drinking fountains, mechanical room, etc.
- Conventional construction: assuming wood studs or CMU walls with wood trusses. Stone and/or brick veneer with asphalt shingle roof.
- Architectural design to match City's existing prefabricated restroom building (IH Park) and coordinate with adjacent Lakeland Community Center.
- Structural design of foundation system
- Structural design of gravity and lateral system
- Electrical and mechanical engineering only. Mechanical engineering is heat only, no A/C design included.
- Included in this proposal: Construction Documents (30% SD, 60% DD, and 100% CD milestones), Construction Specifications (relevant sections only – does not include front end specifications, assembly of project manual, etc.), RFI responses, and Submittal/Shop Drawing Review
- Items excluded from the scope include: Engineering of any kind related to pickleball courts, site lighting, site amenities or infrastructure, or any other structures or buildings, master planning services, and design or specification of athletic fields, turf, and/or equipment. Also excluded are changes or revisions requested after an approved phase and/or related to Value Engineering. Also excluded are plumbing and fire protection engineering, civil engineering, and landscape architecture. This proposal does not include site visits.

## DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document Package in a PDF technical drawing format.

## TASK 7 – Permitting Services

### Task 6.1 Administrative Site Plan Review

Kimley-Horn will prepare and submit deliverables to the City of Lakeland for Administrative Site Plan Review:

- Kimley-Horn will submit the full Construction Document Package to the City for Administrative Site Plan Review.
- Attend one (1) Administrative Site Plan Review meeting to review the Construction Documents Package and answer questions from City Staff.
- Respond to one (1) round of revisions requested from City Staff.

### Task 6.2 Storm Water Pollution Prevention Plan (SWPPP) Revision

A SWPPP was approved through the Lakeland Community Center Project. The active SWPPP will be amended to include the additional scope of the Lakeland Pickleball project area. It is assumed that an additional NOI will not be required to be submitted to TDEC.

All permit fees are to be paid by the Client, or Kimley-Horn can cut the check and invoice the fees at cost.

## TASK 8 – Bidding Assistance

Kimley-Horn will prepare a bid book consisting of contract documents, bid forms, and required special provisions per City and TDEC requirements and electronic bidding platform. Kimley-Horn will prepare the bid advertisement language. The City will be responsible for advertising the bid.

Kimley-Horn will attend an in-person pre-bid meeting to overview the project and address initial questions from contractors.

Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

MEP effort during the Bidding Assistance phase will include assisting project stakeholders as required for obtaining appropriate project permitting as well as answering any questions or resolving issues as they arise from bidding contractors or code enforcement.

## TASK 9 – Construction Phase Services

Kimley-Horn will provide limited construction phase services to the Client for this Project. The scope of this task consists of site observations during construction, attendance at pre-construction meetings, responding to contractor's requests for information related to design elements, and reviewing required project submittals as requested by the Client or Contractor during the construction period. It is assumed that both architectural and site-related construction will be performed under one, singular contract; therefore, only one monthly pay application will be reviewed by the Kimley-Horn team. Record drawings and as-builts are not included in this scope of work, except for those listed below.

Kimley-Horn will provide these services on a lump sum basis. This phase begins at the start of construction or the completion of bidding.

The services provided are as follows; not all will be provided each month.

- Pre-Construction Conference – Kimley-Horn will attend one (1) pre-construction conference at a time and location determined by the City. Kimley-Horn will respond in writing to issues that arise during this meeting.
- Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase as requested by the Client up to one (1) site visit per month for the duration of construction and scope up to nine (9) months, totaling up to nine (9) visits. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work. Kimley-Horn will attend up to one (1) one-year (from the Certificate of Occupancy) warranty walk on-site.
- The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Kimley-Horn will participate in bi-weekly progress meetings for the duration of construction and scope up to nine (9) months totaling up to eighteen (18) meetings. It is understood that progress meetings will be conducted by the Contractor and that virtual attendance by Kimley-Horn will be acceptable.
- Recommendations with Respect to Defective Work - Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations - Kimley-Horn will respond to reasonable and appropriate Contractor Requests for Information (RFI) and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any

orders authorizing variations from the Contract Documents will be made by Client. The base budget assumes that Kimley-Horn will review up to ten (10) RFI's.

- Shop Drawings and Samples - Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. The base budget assumes that Kimley-Horn will review ten (10) shop drawing and sample reviews. A list of expected shop drawings and submittals can be provided to the contractor prior to construction commencing.
- Substantial Completion - Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct one site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify Client and Contractor.
- Final Inspection - Once notice is received from the Contractor that punch list items have been addressed, Kimley-Horn will conduct a Final Inspection to determine if the Work is fully complete and conforms to the construction contract. Kimley-Horn will then make a recommendation to the Client, in writing, whether final payment shall be made to the Contractor.
- Limitation of Responsibilities - Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.
- MEP effort during the Construction Administration phase will include submittal review, RFI/ASI responses, supplementary information provided as needed, four (4) site visits with field reports included at project construction milestones or as requested by owner/architect.
- Structural effort during the Construction Administration phase will include foundation design review for the pre-fab shade structure.

### Services Not Included

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Stakeholder Engagement meetings
- Grant Administration
- Additional Permitting outside of the outlined scope
- Value Engineering
- As-built Survey
- Environmental Assessments and Engineering
- Tree Survey
- Construction Documents level Opinion of Probable Construction Costs
- Additional meetings, revisions, site visits, and design beyond the scope that is outlined above

### Schedule

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

### Fees and Billing

Kimley-Horn will perform the services in Tasks 1 through 9 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

<b>Scope of Services</b>	<b>Fee</b>	<b>Fee Type</b>
Task 1: Project Coordination and Meetings	\$ 15,300	Lump Sum
Task 2: Pre-Design Phase	\$ 15,800	Lump Sum
Task 3: Schematic Design (SD)	\$ 20,500	Lump Sum
Task 4: Design Development (DD)	\$ 28,950	Lump Sum
Task 5: Construction Documents (CD)	\$ 39,800	Lump Sum
Task 6: Architectural Design Services	\$ 22,250	Lump Sum
Task 7: Permitting Services	\$ 8,900	Lump Sum
Task 8: Bidding Assistance	\$ 7,900	Lump Sum
Task 9: Construction Phase Services	\$ 30,600	Lump Sum
<b>TOTAL</b>	<b>\$ 190,000</b>	<b>Lump Sum</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As is used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer the **City of Lakeland**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Tim Bryant  
Project Manager



Mike Hammond, PLA  
Associate

### City of Lakeland, Tennessee

SIGNED:

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attachments: Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:
    - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
    - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
    - Account Number: 2073089159554
    - ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses

shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising

out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

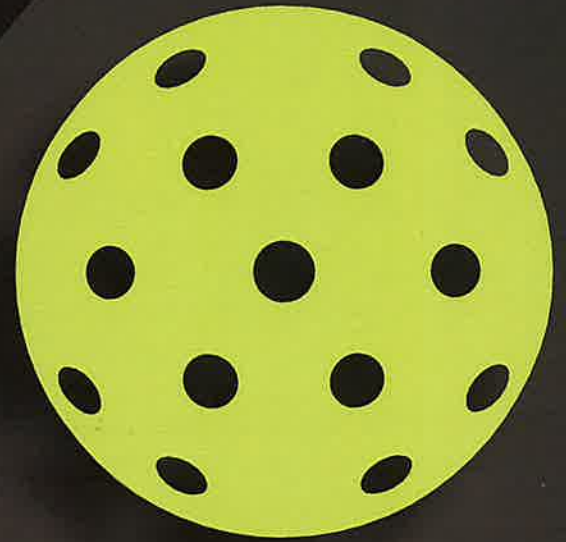
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest

in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
  
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

STATEMENT OF QUALIFICATIONS  
FOR PROFESSIONAL SERVICES FOR

# LAKELAND PICKLEBALL COURTS



Kimley»»Horn

# 1. Introduction

February 4, 2026

Lakeland City Hall  
Parks and Recreation Department  
10001 U.S. Highway 70  
Lakeland, TN 38002

**Kimley-Horn**  
6750 Poplar Avenue, Suite 600  
Memphis, TN 38138  
901 374 9109

## *Re: Request for Qualifications (RFQ) for Professional Services for Lakeland Pickleball Courts*

Dear Members of the Evaluation Committee:

Kimley-Horn is pleased to submit our qualifications to provide professional design services for the City of Lakeland Pickleball Courts. We understand the City's vision for a community-serving facility that delivers six new outdoor pickleball courts with fencing, parking, a restroom facility, public amenities, landscaping, utilities, and signage—and that the project will utilize Local Parks and Recreation Fund (LPRF) grant funds administered by Tennessee Department of Environment and Conservation (TDEC). Our team is prepared to deliver the complete scope—from site civil, structural, landscape architecture, and architectural coordination through bid services, permitting with Memphis-Shelby County Division of Planning and Development, and Stormwater Pollution Prevention Plan (SWPPP) preparation to obtain NOC—within the City's standards and RFQ expectations.

As you review our qualifications, please consider the following benefits the **Kimley-Horn** team offers you:

**You get a partner who helped shape the concept—and can carry it through construction.** Our team has been actively engaged in pickleball planning and design across Tennessee and the Mid-South. This includes Lakeland-specific pickleball conceptual planning at Huff N Puff Road and the Lakeland Community Center, which informed needs, siting considerations, program elements, and the improvements budget relevant to your current effort. This background enables us to immediately refine concept alternatives, integrate amenities and circulation, and translate consensus into biddable documents with defensible cost estimates.

**You get a locally experienced, multidisciplinary team.** Kimley-Horn brings a fully integrated, in-house team of landscape architects, civil engineers, structural and architectural collaborators, water resources and stormwater specialists, cost estimators, and construction phase staff. This depth allows us to move efficiently from concept to construction documents, cost opinions, bidding, and construction support while maintaining clear accountability and schedule control. Our local staff is backed by a national bench of park and sports-court experts, helping ensure you get seasoned resources on day one.

**You get a team that wrote the master plan—and already knows Lakeland.** Kimley-Horn authored the City of Lakeland Parks and Recreation Master Plan, building a collaborative working relationship with City staff and stakeholders. That experience gives our team a head start on context, priorities, and standards. It positions us to help ensure the pickleball facility aligns with community goals, accessibility expectations, and long-term operations and maintenance. Our portfolio with LPRF-funded projects statewide—grant writing, administration, design, and implementation—means we understand TDEC's LPRF requirements and how to keep documentation compliant from design through closeout.

We are ready to partner with the City to deliver a highly functional, inclusive, and durable facility that reflects Lakeland's standards and maximizes the value of LPRF funding. Thank you for the opportunity to be considered. If you have any questions or need additional information please feel free to contact me at [tim.bryant@kimley-horn.com](mailto:tim.bryant@kimley-horn.com) or 901 245 4882.

Sincerely,  
**KIMLEY-HORN**



Tim Bryant | Project Manager

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## Firm Overview

Founded nearly 60 years ago, Kimley-Horn's professional strengths include comprehensive master planning, landscape architecture, grant funding support, civil engineering, parking, transportation planning and design, environmental sciences, water resources, structural engineering, and more. We have a broad portfolio of completed park projects that have included comprehensive services from master planning, program development, public meetings, and park design through construction. Our team's qualifications include designing tailored recreational experiences for our clients and communities. We take pride in designing neighborhood parks, signature parks, sports facilities, and other recreational sites that create experiences while respecting the land and using cost-effective design solutions. Members from different disciplines in our firm are all under one roof, enabling us to coordinate, meet, and operate seamlessly on a day-to-day basis as well as add resources as needed on our projects. Kimley-Horn's multidisciplinary approach to projects enables us to deliver exceptional service to our clients. Our planners and landscape architects are strong facilitators and visionaries, bringing together a variety of design professions with the general public to produce topnotch park designs.



## Parks, Recreation Facilities, and Sport Courts Planning and Design

The Kimley-Horn team has successfully completed numerous parks and recreation-oriented projects for federal, state, regional, and local government clients, as well as various private developments. Additionally, we have provided services on more than 100 sports and entertainment facilities across the country. We take pride in designing neighborhood parks, signature parks, sports facilities, greenways, aquatics facilities, and other recreational sites that create experiences and improve the quality of life for residents and visitors. Kimley-Horn is currently working on several significant park projects and facilities in Tennessee and throughout the country that include passive recreation, athletic facilities, and greenway and trail systems. We have a broad portfolio of completed parks and recreation projects that have included comprehensive services from master planning, program development, and public engagement. We take pride in carrying these projects through construction documentation, bidding, and implementation. Our parks, recreation, and sport court design services include:

- Athletic and aquatic facilities
- Custom wayfinding design
- Barrier-free design
- Site-specific master planning and design
- Public engagement participation programs
- Environmental planning, design, and permitting
- Playground and adventure park design
- Greenway, bicycle, and pedestrian facility planning and design
- Roadway, utility, and drainage design
- Construction documentation, bid evaluation, and observation
- Americans with Disabilities Act (ADA) accessibility and inclusive design

## 2. Qualifications and Experience

For nearly six decades, Kimley-Horn has established itself as one of the nation's most trusted multidisciplinary consulting firms, offering comprehensive expertise in master planning, landscape architecture, civil engineering, transportation planning and design, structural engineering, water resources, environmental sciences, and more. With 59 years of continued service, our firm brings broad technical depth and a proven ability to deliver successful park and recreation projects from initial visioning through construction.

Kimley-Horn has an extensive portfolio of completed park and recreation projects across the country, many of which are directly relevant to the scope of the Lakeland Pickleball Courts project. Our experience includes master planning, program development, public engagement, site design, funding support including projects utilizing LPRF grant funding—and full construction documentation for a wide range of recreational facilities. This includes neighborhood and signature parks, sports complexes, aquatics facilities, greenways, and numerous outdoor pickleball and tennis court complexes similar in size and character to the facility proposed by the City of Lakeland.



*Houstonion Pickleball Complex*



*GT Bray Pickleball Complex*

Our multidisciplinary team works in a fully integrated environment, with planners, landscape architects, engineers, environmental scientists, and other specialists collaborating closely throughout the project lifecycle. This structure supports efficient coordination, flexible resourcing, and consistent quality control, helping ensure dependable delivery and clear communication at every phase of design and construction.

Kimley-Horn's planners and landscape architects are experienced facilitators and visionaries who routinely lead public engagement processes and collaborate with diverse stakeholder groups. We pride ourselves on creating tailored recreational environments that reflect community priorities, respect the land, and incorporate cost-effective, durable design solutions. Our team has delivered numerous outdoor pickleball court projects nationwide, each designed to enhance user experience while addressing long-term maintenance and operational considerations. Additional detail on our recent outdoor pickleball court and related park improvement projects can be found beginning on **page 5**.

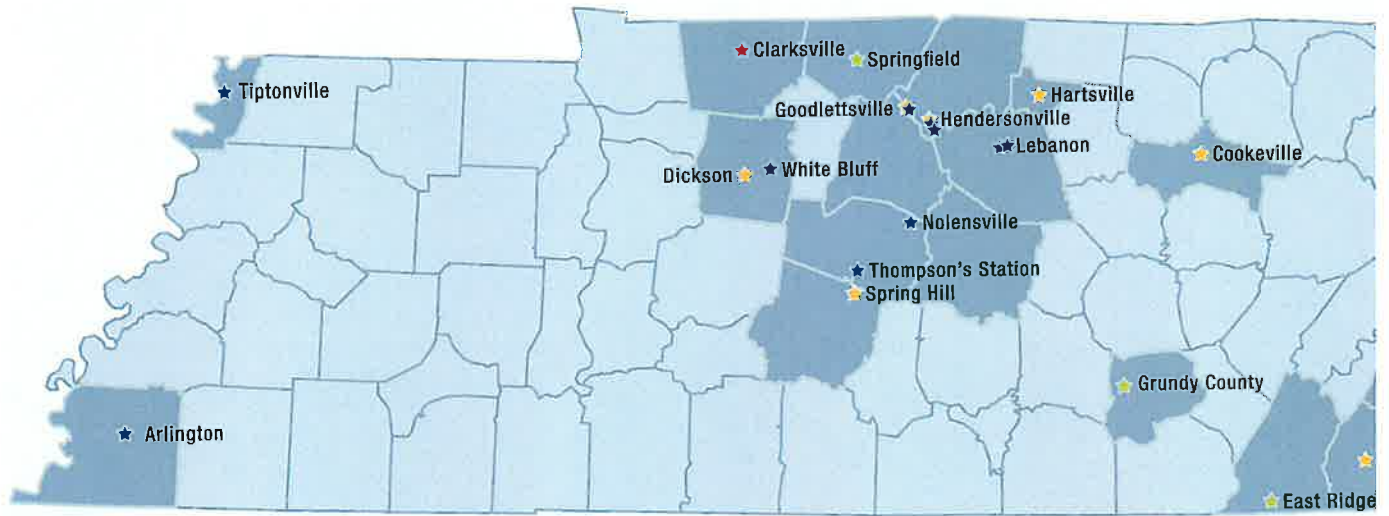


### Experience with the LPRF Grant Program

The Kimley-Horn team is highly experienced in the design of LPRF grant-funded park improvements across Tennessee. We will incorporate the strategies and lessons learned from our past experience to assist you in developing functional and cost-effective design plans that meet TDEC requirements. The Kimley-Horn team is versatile and available to quickly respond to complete a final design and assist with implementation within your schedule that incorporates stakeholder input and is truly shaped by the needs of the community while also meeting all of the requirements of the TDEC LPRF grant.

In the 2024 LPRF grant round alone, Kimley-Horn authored six successful grant applications, representing over \$10 million in grant funds. We did a similar amount in both the 2020 and 2023 LPRF grant cycles and are assisting those communities with the grant administration, design, and soon-to-be construction implementation. We have great working relationships with TDEC staff that allow us to get quick responses from them, which will ultimately benefit your project. We served TDEC on the Statewide State Park Master Plan project which allows our continued coordination to be seamless. Also, with our familiarity with LPRF grants, we understand the requirements and get designs approved faster with fewer requested changes that delay projects.

#### KIMLEY-HORN LPRF EXPERIENCE MAP



**★ 2016—Completed Projects**  
 ■ Clarksville

**★ 2020—Completed or in Construction**  
 ■ Cleveland  
 ■ Cookeville  
 ■ Dickson  
 ■ Goodlettsville  
 ■ Hartsville  
 ■ Hendersonville  
 ■ Spring Hill

**★ 2023—In Design or Construction**  
 ■ East Ridge  
 ■ Gatlinburg  
 ■ Springfield  
 ■ Grundy County

**★ 2024—In Design**  
 ■ Dickson  
 ■ Hendersonville  
 ■ Lebanon  
 ■ Nolensville  
 ■ Thompson's Station  
 ■ Tiptonville  
 ■ Arlington

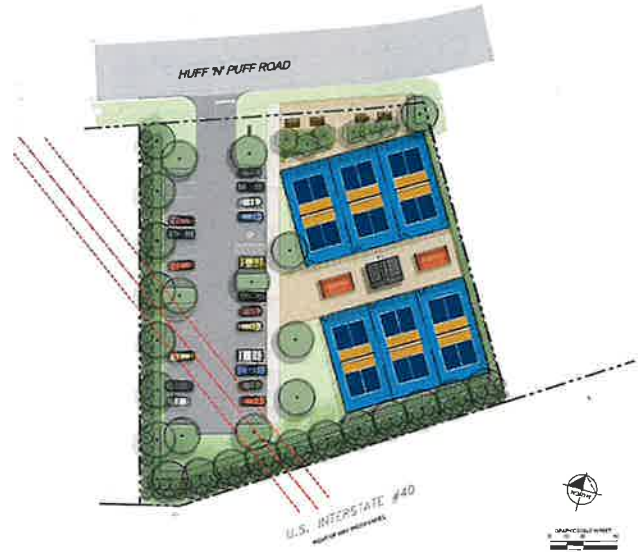
**★ 2025—Grant Application Awarded**  
 ■ Goodlettsville  
 ■ White Bluff  
 ■ Louisville  
 ■ Hendersonville  
 ■ Lebanon

## Relevant Park Facilities Experience

Our team members are well-versed in pickleball, tennis, and other sport court design. The following projects demonstrate Kimley-Horn's experience with municipal facility projects of a similar size and scope completed in the last five years.

### PICKLEBALL CONCEPTS | LAKELAND, TN

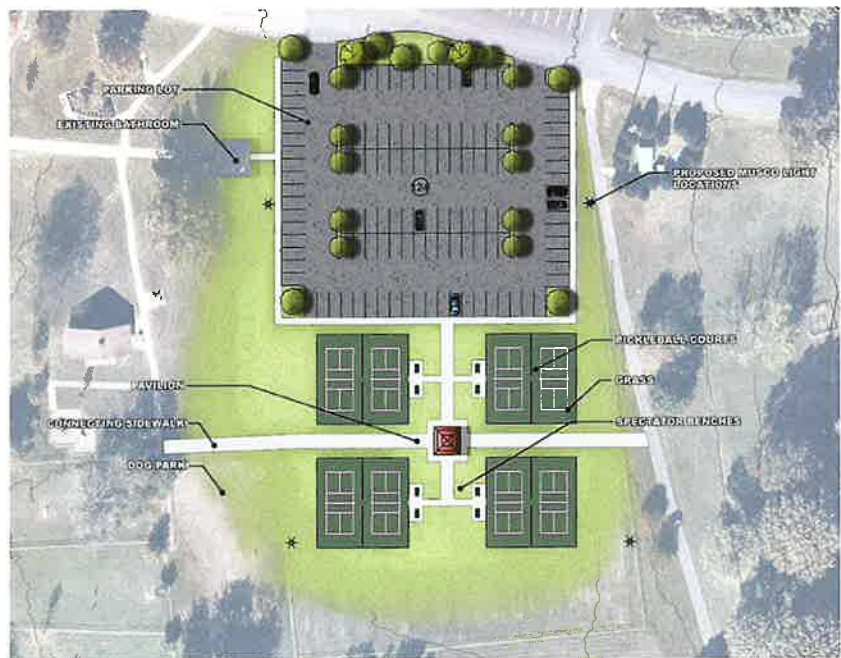
The City of Lakeland engaged Kimley-Horn to develop the concept design for new outdoor pickleball courts, dedicated parking, and a small food-vendor area on an approximately one-acre site along Huff N Puff Road. The project was initially evaluated at the Huff n Puff Road site before the City shifted focus to the current location adjacent to the City's YMCA project during Kimley-Horn's work on the System-Wide Master Plan Update. This project represents one of the City's initial investments in expanding recreational amenities and responding to growing community interest in pickleball. Kimley-Horn led the preliminary planning and visioning for the site, including surveying, layout concepts, cost development, and visual design materials. **Project Design Budget:** \$16,500 **Completion Date:** February 2025



### PICKLEBALL CONCEPTS | HENDERSONVILLE, TN

Kimley-Horn provided professional consulting services to the City of Hendersonville for pickleball court layouts at multiple potential locations. The City requested the evaluation of two existing City-owned properties the former hockey rink at Veterans Park and the existing lacrosse field at Memorial Park—for up to 16 pickleball courts. With this design, the Kimley-Horn team mapped the site using Geographic Information System (GIS), Tennessee Department of Transportation (TDOT) LiDAR topography contours, and aerial imagery. Kimley-Horn assisted the City by developing the conceptual layout for each site, reviewing and refining the concept, providing pros and cons to each design, and preparing an opinion of probable cost (OPCC).

**Project Design Budget:** \$19,500  
**Completion Date:** December 2022



**CAMERON BROWN PARK PICKLEBALL EXPANSION | GERMANTOWN, TN**

Kimley-Horn was selected by the City of Germantown to design a pickleball expansion and restrooms at the City's existing Cameron Brown Park Pickleball Facility. Kimley-Horn's scope of services includes conceptual design, topographic survey, aquatic resource assessment and report, design development, construction documentation, municipal permitting, bidding, and construction phase services. The project is currently in the final stages of construction, with anticipated completion in Spring of 2026. **Project Design Budget:** \$124,100 **Construction Completion Date:** Spring 2026



**TENNIS CENTER - PICKLEBALL EXPANSION | ARLINGTON, TN**

The Town of Arlington selected Kimley-Horn to advance the design and implementation of its Tennis Center – Pickleball Expansion project, building upon the conceptual master plan Kimley-Horn previously completed. The project includes the development of 12-14 new pickleball courts, expanded parking, integrated shade structures, pedestrian connections, and supporting site amenities within the existing municipal tennis complex. The improvements are intended to elevate the park's recreational offerings while preserving existing drainage systems, coordinating with nearby trails, and helping to ensure compatibility with adjacent infrastructure. **Project Design Budget:** \$204,000 **Completion Date:** Ongoing



**SANDERSON CENTER PICKLEBALL FACILITY | MISSISSIPPI STATE, MS**

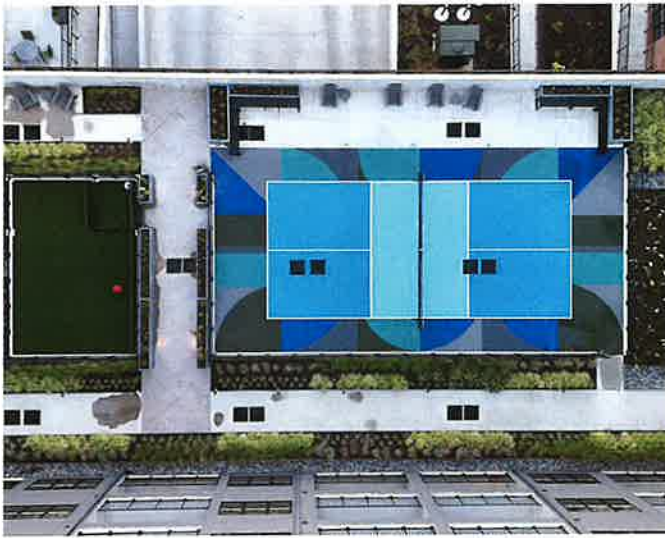
Mississippi State University selected Kimley-Horn to plan, design, and prepare construction documents for a new, comprehensive pickleball facility adjacent to the Sanderson Center. Covering approximately 3.8 acres, the project includes a complete, cohesive outdoor pickleball complex designed to elevate the university's recreation offerings and integrate seamlessly with the existing campus environment. The facility includes eight pickleball courts, associated hardscape improvements, landscaped areas, utility extensions, lighting, and drainage infrastructure. Kimley-Horn was engaged to deliver full-service design, bidding support, and limited construction phase services. **Project Design Budget:** \$115,000 **Construction Completion Date:** October 2025



**HARBORSIDE AT CONWOOD FLATS | MEMPHIS, TN**

Kimley-Horn provided professional design services for the recently completed multi-family development Harbor Side at Conwood Flats. Our landscape architecture team partnered with 4FDesign to develop construction documents for three separate amenity terraces on structure - the South Sunset Deck, the Central Pickleball Deck (with a small dog park), and the North Pool Deck. The Central Pickleball Deck was designed as an active recreation hub, with pickleball as the signature amenity. The elevated court uses high performance surfacing featuring a custom mural. Perimeter fencing and integrated seating promote safety and comfort. The pickleball court creates a vibrant, durable, and community-focused experience that enhances resident engagement and supports long-term amenity value.

**Project Design Budget:** \$184,000 **Construction Completion Date:** October 2025

**YMCA AQUATIC PROGRAMMING AND CONCEPTUAL DESIGN | LAKELAND, TN**

The Lakeland YMCA engaged Kimley-Horn to lead programming and conceptual design for a new outdoor aquatic center planned near the intersection of Interstate 40 and Canada Road in Lakeland, Tennessee. Working directly with the YMCA's architect and project stakeholders, Kimley-Horn delivered a comprehensive concept that established the vision, functional layout, and programmatic direction for a future community-oriented aquatic facility. The project included an in-depth programming workshop, development of design priorities, and preparation of a rendered conceptual plan illustrating the proposed aquatic amenities and site organization.

**Project Design Budget:** \$23,960 **Completion Date:** February 2025

## Recent LPRF Experience

The following projects demonstrate Kimley-Horn's robust experience with the LPRF grant program:

### FORREST STREET PARK ATHLETIC FIELD LIGHTING LPRF | ARLINGTON, TN

Kimley-Horn provided planning, coordination, and public engagement support to assist the Town of Arlington with an LPRF grant application through the TDEC. Services included project coordination, preparation of the Notice of Intent to Apply, development of grant narratives and budgets, and documentation demonstrating consistency with state and local planning initiatives. Kimley-Horn also facilitated public meetings associated with the Town's Systemwide Parks and Recreation Master Plan and, if advanced in the grant process, supported preparation of preliminary site plans, cost opinions, and required public presentations for the final funding application. **Project Design Budget:** \$128,500 **Construction Completion Date:** Spring 2026

### TIPTONVILLE LPRF | TIPTONVILLE, TN

Kimley-Horn assisted the City of Tiptonville with a successful 2024 LPRF grant application. Our team is under contract to provide design services for a significant park renovation that includes a new skills-building, restroom building, sports field lighting, baseball field renovations, and parking upgrades. The project is being constructed in multiple phases. Phase 1 field renovations were completed in 2025. Project design began in March 2025.

**Project Design Budget:** \$200,000 **Completion Date:** Ongoing

### LPRF IMPLEMENTATION | HENDERSONVILLE, TN

After completing the City's systemwide parks master plan and assisting the City with a 2020 LPRF grant application, Kimley-Horn was selected by the City of Hendersonville to administer the grant awarded to the City by TDEC. The grant-funded improvements were implemented at two of the City's parks. At Drakes Creek Park, new artificial turf was installed and two existing light fixtures were converted to a light-emitting diode (LED), while improvements at Rugby Park included the installation of four new LED light fixtures. At both parks, the grant also funded the addition of two accessible parking spaces along with an accessible route to a concrete pad near the fields for wheelchair spectator viewing. Kimley-Horn's services included project management and grant administration, existing conditions survey, construction plans production, permitting, bid phase services, and construction administration. **Project Design Budget:** \$50,000 **Completion Date:** July 2024



### SYSTEMWIDE PARKS AND RECREATION MASTER PLAN 2021-2031 | LAKELAND, TN

Kimley-Horn was selected to help prepare the City of Lakeland's Parks and Recreation Master Plan. Our team analyzed current population and projected growth trends to provide appropriate future recreation recommendations. Our team also evaluated existing recreational facilities and amenities to develop needs and goals with achievable strategies for the City to implement. Now complete, the Master Plan develops a roadmap for Lakeland's park system for the next 10 years. Additionally, the City can meet requirements set by TDEC to receive future grant funding for parks projects.

**Project Design Budget:** \$99,500 **Completion Date:** 2022

**OLD HICKORY COMMUNITY CENTER | NASHVILLE, TN**

As part of our Metro Nashville Parks On-Call contract, Kimley-Horn was selected to redevelop the Old Hickory Community Center and site amenities. Our team is designing a two-story, 30,000-square-foot building surrounded by an outdoor space with multisport courts, playgrounds, a bike track, pavilions, expanded parking, and stormwater treatment areas. Our team has gathered input from public meetings and social media to help inform the design, which will include nods to the history of Dupont Plant and Rayon City. **Project Design Budget:** \$1.78 million **Completion Date:** Ongoing

**SWAN LAKE SPLASHPAD (LPRF) | CLARKSVILLE, TN**

The City of Clarksville hired Kimley-Horn to conduct major renovations to the Swan Lake Sports Complex to accommodate the high volume of use and to offer the public a quality aquatic experience. Repairs included the 50-meter main pool, main pool deck, and pool slide. The existing kiddie pool was removed and replaced with a new splash area and new decking around the splash area. New pool amenities included two 20-foot-by-30-foot pavilions and four cabanas. The bathhouse and sidewalk renovations made this facility ADA-compliant. Low-volatile organic compound (VOC) products and sustainable measures were taken wherever possible during the renovation. The project was completed within a 2-year time frame.

**Project Design Budget:** \$97,650 **Completion Date:** December 2019



## Additional Pickleball and Tennis Court Design and Development Experience

Kimley-Horn has successfully completed many tennis and pickleball court projects throughout the U.S. Below is a list of additional relevant projects within the last 10 years. **Kimley-Horn's additional park improvements experience is described on the following pages.**

- Sequoia Swim and Tennis Club, Nashville, TN
- Texas Pickleball Center Master Plan, Austin, TX
- Pickleball Courts and Parking Layout, Prescott, AZ
- Wagon Wheel Tennis Center, Coppel, TX
- Waco Regional Tennis Center, Waco, TX
- Bowling Green Pickleball, Bowling Green, OH
- Renovation and Expansion of the McLeland Tennis Center, Fort Worth, TX
- America Walks, Port Saint Lucie, FL
- Longleaf at Oakland Preserve, Oakland, FL
- Gatherings at Twin Creeks, Allen, TX
- Lifetime Pickleball, Centennial, CO
- LT Sugar Land Pickleball, Sugarland, TX
- LJO Pickleball Courts, Winter Springs, FL
- Englewood Pickleball, Englewood, FL
- Westin Pickleball, Frisco, TX
- Palmetto Point Pickleball, Bluffton, SC
- G.T. Bray Pickleball, Manatee County, FL
- Lake Newport Tennis Courts, Reston, VA
- Bready Park Tennis Courts, Herndon, VA
- South Olive Park Tennis Courts, West Palm Beach, FL
- Howard Park Tennis Facility Redevelopment, West Palm Beach, FL
- Ocean Reef Tennis and Game Center, Key Largo, FL



## Additional Sports Facilities, Recreational Facilities, and Greenways Experience

### SPORTS AND RECREATIONAL FACILITIES

- Blackman Park, Murfreesboro, TN
- Siegel Soccer Complex, Murfreesboro, TN
- Port Royal Park Master Plan, Spring Hill, TN
- Jim Sharp Park, Cleveland, TN
- Patterson Park Master Plan and Signage Design, Murfreesboro, TN
- Henslee Park, Dickson, TN
- Cumberland Play Park, Nashville, TN
- Miracle on the Mountain Play Outside Park, Grundy County, TN
- West Tennessee River Basin Authority, Middle Fork Recreational Area, Phase, Madison County, TN
- Ali Krieger Sports Complex, Woodbridge, VA
- John Paul II East Athletic Complex, Plano, TX
- Gilbert Regional Park, Gilbert, AZ
- Camp Bowie Sports Complex, Brownwood, TX
- Joseph W. Luter, Jr. Park and Sports Complex, Smithfield, VA
- Sportcix, Harrison County, TX
- Royal Oaks Park, Miami Lakes, FL
- Seacrest Soccer Complex, Delray Beach, FL
- Jennie Dean Park, Manassas, VA
- Perfect Game Complex, Hutto, TX
- Kiwanis Park Improvements, Tempe, AZ
- Piedmont Park North Woods Expansion, Atlanta, GA
- Legacy Park, Doral, FL
- City Park, Bemidji, MN



### GREENWAYS

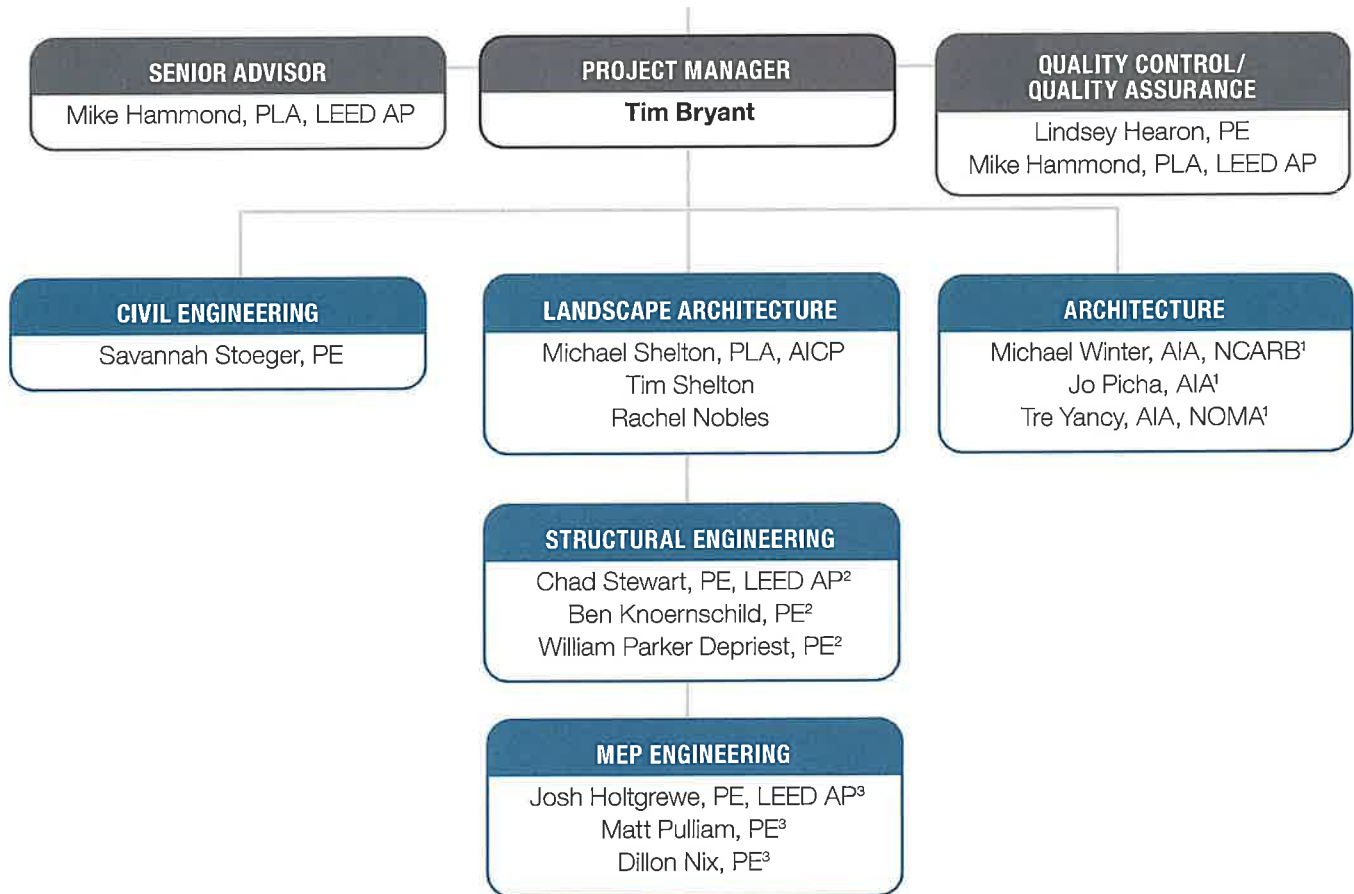
- Town Creek Greenway, Phases 1-3, Gallatin, TN
- Small Town Connections Trail, Nolensville, TN
- Town Center Trail, Phase 3, Mt. Juliet, TN
- Thompson's Station Greenway, Phases 2 and 3, Thompson's Station, TN
- Clayton-Arnold Connector, Thompson's Station, TN
- 440 Greenway, Nashville, TN
- Belinda Parkway Pedestrian Connector Design and Construction Engineering and Inspection (CEI), Mt. Juliet, TN
- Cumberland Drive Safe Routes to School (SRTS), Fairview, TN
- Drakes Creek Greenway, Hendersonville, TN
- North Memphis Greenline, Memphis, TN
- Wolf River Greenway, Memphis, TN
- Opry Mills Multiuse Path, Nashville, TN
- Greenways, Blueways, and Bikeways Master Plan, Murfreesboro, TN
- Parks, Recreation, and Greenways Master Plan Update, Spring Hill, TN
- Greenway Connectivity Study, Maryville, TN
- Bike and Pedestrian Connectivity Alternatives Study, Brentwood, TN
- Countywide Trails Master Plan, Gwinnett County, GA
- Atlanta Beltline Southwest Trail, Atlanta, GA
- Grand Canal Multiuse Path, Tempe, AZ



### 3. Qualifications and Experience of Key Staff

The organization chart below identifies key individuals assigned to this contract and the function and/or responsibility of each of the identified individuals. The individual members of our project team were selected using two criteria—their project experience and their availability to assume technical responsibilities within this contract’s timeframe. These team members are available immediately to serve you and are in an excellent position to handle the workload required to complete the scope of services of this contract. Resumes for these key staff members can be found in the appendix to this proposal.

#### City of Lakeland



#### Availability

Kimley-Horn has a process in place to make sure that the team resources are available to meet your project needs. This process, called “cast-aheads,” allows us to schedule workload on a one-week, one-month, and six-month horizon to help ensure that our project managers have access to the appropriate production resources to meet their projects’ ever-evolving needs.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules and helping ensure a project’s success. With that in mind, our project-specific workplans will identify critical project milestones and deliverable dates. We then will actively manage our team resources to meet or exceed the agreed-upon schedules and keep your projects on track.

#### Subconsultants

1. 4F Design | Memphis, TN
2. Chad Stewart & Associates, Inc. | Lakeland, TN
3. HNA Engineering | Arlington, TN

## Project Understanding and Approach

### Project Understanding

The City of Lakeland is pursuing the development of a new outdoor pickleball facility that will be funded through the TDEC LPRF program. As outlined in the RFQ, the project includes six pickleball courts, associated fencing, parking, a restroom building, public amenities, signage, utilities, and landscaping improvements. Kimley-Horn understands that the City requires a consultant team equipped to deliver a comprehensive site development package—integrating all court, building, utility, circulation, and landscape components in a manner consistent with construction standards and all applicable grant and permitting criteria.

Our team recognizes that this project is an investment in both recreation and long-term community infrastructure. LPRF-funded projects must adhere to clear TDEC expectations for documentation, procurement, environmental compliance, and design approvals. Kimley-Horn brings extensive experience delivering LPRF-supported parks and recreation projects across Tennessee, including site planning, civil and utility design, landscape architecture, architectural and structural design, and construction-phase services. We understand the importance of aligning the design with the City's goals while helping ensure all components meet TDEC standards for reimbursement and permitting.

With a multidisciplinary team experienced in full-site park facility design, we are prepared to support the City of Lakeland through every phase of the project to deliver a high-quality, grant-compliant pickleball facility that serves the community for years to come.



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### Project Approach

#### TASK 1 — PROJECT MANAGEMENT

Strong project management will guide every step of the Lakeland Pickleball project. Project manager **Tim Bryant** has worked with the City of Lakeland Parks and Recreation Department on projects ranging from Master Planning to construction documentation since 2021. He will work with staff to develop a detailed work plan that reflects grant-driven milestones, procurement timelines, and the City's desired schedule. Our team's client-centered project delivery approach helps ensure high-quality communication, on-time milestone completion, and smooth coordination with TDEC for all LPRF-related requirements. A project kick-off meeting will be held to confirm goals, review prior planning efforts, discuss site conditions, and establish the schedule for draft and final deliverables.

A multidisciplinary approach is critical to the success of the project. Tim will coordinate between various disciplines (architecture, structural, MEP) to establish internal milestones and communication protocols. A collaborative approach from concept to completion will lead to design solutions that are coordinated, constructible, and fully aligned with Lakeland's objectives.

#### TASK 2 — DATA COLLECTION

**Site Survey:** We will coordinate with the City to determine whether updated survey information is needed for the pickleball courts. If a new survey is required, our surveying team—or a trusted local partner—will collect topographic, boundary, and utility data essential for accurate court layout, grading, and drainage design. If existing survey files remain adequate, we will incorporate and verify them as part of our base mapping.

**Geotechnical Assessment:** We will engage a geotechnical engineer to perform soil borings and geotechnical testing to determine pavement section thicknesses, subgrade requirements, and any soil remediation needs. This helps ensure long term performance and reduces risk of cracking or settlement.

**Utility Research:** We will review existing infrastructure—water, sewer, stormwater, power, and lighting—to identify utility impacts or opportunities. Coordination with the City and local utility providers will clarify service capacity for lighting, irrigation, and support facilities such as restrooms or shade structures.

### TASK 3 — SCHEMATIC DESIGN

Following completion of the data collection phase, Kimley Horn will begin the schematic design process in partnership subconsultants for architecture, structural engineering, and MEP engineering. Using the verified survey base, utility information, and other collected site data, our team will draft the initial schematic design for the Lakeland Pickleball project. This effort focuses on accurately translating the previously developed concept plan onto the surveyed site to ensure proper fit, functionality, and constructability.

The schematic design phase will include:

- Integration of the approved concept plan onto the surveyed base map
- Initial layout refinement of pickleball courts, walkways, parking, lighting, and supporting amenities to confirm spatial relationships
- Preliminary grading considerations to identify feasible slopes and court orientations
- Preliminary utility placement and routing assumptions based on confirmed existing infrastructure

Preparation of a schematic design package including plan graphics and preliminary design details for City review.



### TASK 4 — CONSTRUCTION PLANS AND BID-PHASE SERVICES

Following approval of the schematic design package, we will move into design development and prepare construction drawings that reflect the final court arrangement, grading, lighting, materials, and amenities. Anticipated plan components include:

#### *Civil/Landscape Architecture Plans:*

- Demolition Plan
- Site Layout Plan
- Erosion Control Plan
- Grading and Drainage Plan
- Utility Plan
- Hardscape Plan
- Construction Details
- Lighting Plan
- Landscape Plan
- Irrigation Plan

#### *Architecture Plans:*

- Architectural Site Plan
- Plans and Elevations
- Sections and Details

#### *Structural Plans:*

- Structural Site Plan
- Building Enlargements
- Court Enlargements

#### *MEP Plans:*

- Mechanical Plans
- Electrical Plans
- Plumbing Plans

#### *We will also prepare:*

- SWPPP/TDEC Notice of Coverage
- Building permit application to Memphis-Shelby County Division of Planning and Development
- Technical specifications
- Materials quantities and OPCC (if requested)
- Bid documents and bid advertisement materials compatible with the City's procurement procedures

During the bidding process our team will manage bid distribution, conduct the Pre Bid Conference, respond to bidder questions, and prepare addenda to help ensure a smooth and fully compliant competitive procurement process.

## TASK 5 — TDEC LPRF GRANT ADMINISTRATION

Our team has extensive experience with the TDEC LPRF program and understands the documentation, schedule, and coordination required for successful reimbursement. If requested, we will assist the City with:

- Required design submissions to TDEC
- Grant compliance documentation
- Coordination with TDEC reviewers
- Adjustments to plans based on TDEC comments

Our familiarity with the process helps streamline approvals and reduces delays during design and construction.



## TASK 6 — CONSTRUCTION PHASE SERVICES

Once construction begins, our team will remain actively involved to help ensure design intent is carried forward to the completed facility. Services may include:

- **Pre-Construction Meeting** to align expectations, review the schedule, and discuss key construction considerations.
- **RFI Responses and Clarifications** to assist the contractor in resolving questions quickly and accurately.
- **Submittal and Shop Drawing Reviews** for lighting systems, surfacing materials, fencing, structural elements, and other components.
- **Site Observation Visits**, including recommended weekly construction progress meetings, to monitor progress and help ensure workmanship aligns with plan specifications.
- **Contractor Payment Application Review** based on observed progress.
- **Project Closeout Support** including punch list development and verification of corrective actions.
- **As Built Review** to confirm final conditions align with submitted drawings and grant requirements.

These services help safeguard quality and help ensure that the new pickleball courts are built to last.



**Tim Bryant**

 [tim.bryant@kimley-horn.com](mailto:tim.bryant@kimley-horn.com)

 901 245 4882



## Board of Commissioners

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Meeting Cycle: Thursday, February 19, 2026

Subject: **Resolution** - authorizing the City Manager to execute a Memorandum of Understanding between the City of Lakeland and Shelby County Sheriff's Office.

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

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### **STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-22-2026.

### **BUDGET IMPACT**

There is no budgetary impact from this item.

### **DISCUSSION**

The proposed Memorandum of Understanding between the City of Lakeland and the Shelby County Sheriff establishes the parameters for the shared tenet space in the Lake District Planned Development.

RESOLUTION R-22-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND SHELBY COUNTY SHERIFF'S OFFICE

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**WHEREAS**, pursuant to Resolution R-138-2024, the Board of the City of Lakeland (the "Board") authorized the City and the Lake District, LLC to execute a nonbinding letter of intent proposing a lease agreement between the City and the Lake District, LLC; and,

**WHEREAS**, the City approved a lease agreement for property located at 9845 Lake District Dr. W. Suite 101, Lakeland, Tennessee 38002 (the "Property") contingent on SCSO agreeing to occupy the Property; and,

**WHEREAS**, the City desires to provide the Sheriff's Office with use of the Property so that the City's residents will have a physical law enforcement presence within the municipal boundaries of the City; and,

**WHEREAS**, the Sheriff's Office desires to staff, equip, and maintain a law enforcement presence in the City with Sheriff's Office employees and equipment; and,

**WHEREAS**, the City and the Sheriff's Office agree that the Sheriff's Office's occupancy of the Property will provide safety, health, and overall well-being to the City's residents; and,

**WHEREAS**, the City and Sheriff's Office agree that the Sheriff's Office will occupy the Property during regular business hours, and the City agrees to pay for any lease payment due under the above-reference lease agreement provided that the Sheriff's Office occupies the Property throughout the term provided below by this Memorandum of Understanding; and,

**WHEREAS**, the Sheriff's Office occupancy of the Property shall be subject to all existing restrictions and exclusives that govern the Property and the lease agreement between the City and the Lake District, LLC (the "Lease Agreement"); and,

**WHEREAS**, the City and the Sheriff's Office deem this Memorandum of Understanding a necessary agreement and action to provide the Sheriff's Office with rent-free occupancy of the Property; and,

**WHEREAS**, the City and the Sheriff's Office enter this Memorandum of Understanding to memorialize their agreement to allow the Sheriff's Office to occupy the Property to provide a physical law enforcement presence within the municipal boundaries of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Board hereby approves the MOU in substantially the same

RESOLUTION R-22-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND SHELBY COUNTY SHERIFF'S OFFICE

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form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, and authorizes the City Manager staff to execute the MOU.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 19th day of February 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
*Mayor*

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Lisa West  
*City Recorder, Pro Tempore*

RESOLUTION R-22-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND SHELBY COUNTY SHERIFF'S OFFICE

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**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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This Memorandum of Understanding, dated this \_\_\_\_ day of \_\_\_\_\_, 2026, is by and between the City of Lakeland, Tennessee (the "City") and the Shelby County Sheriff's Office ("Sheriff's Office").

**WHEREAS**, pursuant to Resolution R-138-2024, the Board of the City of Lakeland (the "Board") authorized the City and the Lake District, LLC to execute a nonbinding letter of intent proposing a lease agreement between the City and the Lake District, LLC; and,

**WHEREAS**, the City and the Lake District, LLC desire to enter into a lease agreement for property located at 9845 Lake District Dr. W. Suite 101, Lakeland, Tennessee 38002 (the "Property"); and,

**WHEREAS**, the City desires to provide the Sheriff's Office with use of the Property so that the City's residents will have a physical law enforcement presence within the municipal boundaries of the City; and,

**WHEREAS**, the Sheriff's Office desires to staff, equip, and maintain a law enforcement presence in the City with Sheriff's Office employees and equipment; and,

**WHEREAS**, the City and the Sheriff's Office agree that the Sheriff's Office's occupancy of the Property will provide safety, health, and overall well-being to the City's residents; and,

**WHEREAS**, the City and Sheriff's Office agree that the Sheriff's Office will occupy the Property during regular business hours, and the City agrees to pay for any lease payment due under the above-reference lease agreement provided that the Sheriff's Office occupies the Property throughout the term provided below by this Memorandum of Understanding; and,

**WHEREAS**, the Sheriff's Office occupancy of the Property shall be subject to all existing restrictions and exclusives that govern the Property and the lease agreement between the City and the Lake District, LLC (the "Lease Agreement"); and,

**WHEREAS**, the City and the Sheriff's Office deem this Memorandum of Understanding a necessary agreement and action to provide the Sheriff's Office with rent-free occupancy of the Property; and,

**WHEREAS**, the City and the Sheriff's Office enter into this Memorandum of Understanding to memorialize their agreement to allow the Sheriff's Office to occupy the Property to provide a physical law enforcement presence within the municipal boundaries of the City.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

- 1. The Sheriff's Office to Occupy the Property.** The City agrees to provide the Sheriff's Office with sole access to a portion of the Property ("Sheriff's Office Space") for the purpose of public use and to provide a physical law enforcement presence within the municipal boundaries of the City. A copy of the Lease Agreement is attached hereto as Exhibit A. The Sheriff's Office Space will be further defined once the final plans for the buildout of the Property are completed. The Parties agree to work together to ensure that the Sheriff's Office Space and the remaining space, which will be utilized by the City, work for both Parties. The City agrees to provide the Sheriff's Office Space to the Sheriff's Office and will not charge the Sheriff's Office any lease or sublease payment for the same. The City's obligation to provide the Sheriff's Office Space is contingent upon the City properly executing the Lease Agreement with the Lake District, LLC. Upon the execution of said Lease Agreement and completion of the necessary buildout, the Sheriff's Office agrees to occupy the Sheriff's Office Space during regular business hours with Sheriff's Office employees in accordance with the terms set forth herein. The Sheriff's Office will staff, equip, and maintain the Sheriff's Office Space and provide a physical law enforcement presence in the City at no charge to the City. If the Sheriff's Office fails to occupy the Sheriff's Office Space as set forth herein, such action will be deemed a termination as set forth below and trigger the termination lease payments set forth in paragraph 4.
- 2. Lease Structure.** The Property is owned by the Lake District, LLC. The Lake District, LLC will lease the Property to the City. The City agrees to sublease the Sheriff's Office Space to the Sheriff's Office in accordance with the terms set forth in a sublease agreement between the City and Sheriff's Office as well as the terms set forth herein.
- 3. Parties' Obligations.** The Sheriff's Office shall bear responsibility for all major repairs and maintenance to the Sheriff's Office Space over \$5,000.00 which are not covered by any applicable City insurance policy or are caused by SCSO personnel, the City shall bear responsibility for ordinary repairs and maintenance to the Property including the Sheriff's Office Space. The Sheriff's Office shall be responsible for its pro-rata share of all water, natural gas, electrical, and sewer expenses. For clarity purposes only, if the Sheriff's Office occupies 600 square feet of the Property and the Property is a total of 1,000 square feet, the Sheriff's Office will be responsible for paying 60% of the Property's water, natural gas, electrical, and sewer expenses. The Sheriff's Office agrees to be solely responsible for any security system, phone, internet, or other similar service fees that the Sheriff's Office requires. The Parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKE LAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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or appropriate to give full effect to the basic terms and intent of this Memorandum of Understanding.

- 4. Termination.** This Memorandum of Understanding ("MOU") may be terminated by the City upon the same terms as set forth for termination in the Lease Agreement or upon service of written notice to the Sheriff's Office one (1) year prior to the desired date of termination. The Sheriff's Office may terminate this MOU and any corresponding sublease agreement upon service of written notice to the City two (2) years prior to the desired date of termination. If the Sheriff's Office terminates this MOU for any reason prior to the end of the term, the Sheriff's Office agrees to make monthly lease payments to the City for the Sheriff's Office Space for the remaining term of this MOU. The lease payments due because of the Sheriff's Office terminating this MOU shall be equal to the percentage of the Property that comprises the Sheriff's Office Space. For illustrative purposes, if the Property is 1,000 square feet, the monthly lease payment for the Property is \$1,000.00, and the Sheriff's Office Space is 750 square feet, the post-termination lease payments due by the Sheriff's Office would be \$750/month.

Notice shall be served by certified United States mail, return receipt requested, to the following addresses:

**If to the City:**

City of Lakeland  
10001 U.S. Highway 70  
Lakeland, TN 38002

**If to the Sheriff's Office:**

Sheriff's Office  
201 Poplar Avenue  
Memphis, TN 38103

- 5. Term of Memorandum of Understanding.** The term of this Memorandum of Understanding shall commence on the date of this Memorandum of Understanding and shall continue throughout the term of the Lease Agreement between the City and the Lake District, LLC (which is attached hereto as Exhibit A).
- 6. General Provisions.**
- A.** This Memorandum of Understanding is complete and contains the entire understanding between the parties relating to the subject matter contained herein.
  - B.** The parties may only amend or terminate this Memorandum of Understanding in writing signed by both parties.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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- C. The parties agree to operate in good faith to implement the objectives of this Memorandum of Understanding.
- D. This Memorandum of Understanding shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Memorandum of Understanding or of any other term or provision hereof.
- E. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, the City of Lakeland, Tennessee and the Shelby County Sheriff's Office have executed this Memorandum of Understanding as of the first day above written.

***[SIGNATURE PAGE TO FOLLOW]***

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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**CITY OF LAKELAND, TENNESSEE**

\_\_\_\_\_  
Emily Harrell, *Interim City Manager*

\_\_\_\_\_  
Josh Roman, *Mayor*

\_\_\_\_\_  
Will Patterson, *City Attorney*

**SHELBY COUNTY, TENNESSEE**

\_\_\_\_\_  
Lee Harris, *Mayor*

\_\_\_\_\_  
Floyd Bonner Jr., *Sheriff*

\_\_\_\_\_  
SCG Contracts Administrator

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LAKELAND AND THE SHELBY COUNTY SHERIFF'S OFFICE  
FOR THE USE OF SUITE B101 ON THE SUBJECT PROPERTY**

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**EXHIBIT A**