



Board of Commissioners
Regular Meeting Agenda
Thursday, April 2, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance Second and Final Reading** - amending Title 20, Chapter 4 of Lakeland's Municipal Code by adding an ordinance regulating the use of tobacco and vapor products. *Sponsored by Mayor Roman*
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. City Manager's Report
 2. Commissioners' Report
 - a. Industrial Development Board - *Commissioner Johnson*
 3. Mayor's Report
 - a. Proclamation establishing National Day of Prayer 2026
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
 1. **Resolution** - recommending the Board of Commissioners approve the sewer concept plan for Chapel Lakes Planned Development.
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:
 2. **Ordinance Second and Final Reading** - amending Title 20, Chapter 4 of Lakeland's Municipal Code by adding an ordinance regulating the use of tobacco and vapor products. *Sponsored by Mayor Roman*
3. **Ordinance First Reading** - amending Lakeland's Municipal Code regarding the square footage requirement for retail food stores. *Sponsored by Mayor Roman*
4. **Resolution** - approving the sewer concept plan for Chapel Lakes Planned Development.
5. **Resolution** - approving the Chapel Lakes Planned Development Outline Plan.
6. **Resolution** - approving the Lakeland Commons Planned Development Outline Plan amendment.
7. **Resolution** - approving Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 4, & 7B and rescinding R-13-2026.
8. **Resolution** - approving Amendment #4 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.
9. **Resolution** - approving an agreement with the Tennessee Department of Transportation for the Canada Road from I-40 to SR-1 (US-70) Phase 2.
10. **Resolution** - approving amendment #1 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Seed Tick Road intersection improvement at Memphis Arlington Road project.
11. **Resolution** — approving the purchase of EQ Pumps from BAR Environmental, Inc.
12. **Resolution** - approving an agreement with Barnes & Brower, Inc. for the Brody Townsend Athletic Complex Restroom Project
13. **Resolution** - setting the salary of the Mayor of the City of Lakeland, Tennessee. *Sponsored by Commissioner Johnston*

14. **Resolution** - approving a list of 2026 Proclamations for the City of Lakeland, Tennessee. *Sponsored by Commissioner McCarter*
15. **Discussion and Possible Action** - regarding changing Lakeland's form of government.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

WHEREAS, On July 1, 2022, Public Chapter No. 1110 went into effect, authorizing municipalities to regulate, including prohibiting smoking and the use of vapor products in certain age-restricted venues; and

WHEREAS, In the interest of protecting public health, safety, and welfare, the City of Lakeland, Tennessee (the "City") deems it appropriate to prohibit smoking and the use of vapor products in age-restricted venues described herein:

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Commissioners of the City of Lakeland, Tennessee, that Title 20, Chapter 4 of the Lakeland Municipal Code shall be amended by adding the following:

CHAPTER 4 **MISCELLANEOUS**

20-402. Prohibition of smoking and vapor product use in age-restricted venues.

- A. Smoking and use of vapor products are prohibited in age-restricted venues within the City, pursuant to authority granted by Tennessee Code Annotated § 39-17-1551, as may be amended from time to time.
- B. The following terms have these meanings for the purposes of this subdivision:
 - 1. "Age-restricted venue" means a legal establishment that affirmatively restricts access to its buildings or facilities at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to those buildings or facilities to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.
 - 2. "Cigar bar" means a legal establishment that:
 - a. Holds a valid license or permit for the on-premises consumption of alcoholic beverages;
 - b. Generates a portion of its total annual gross income from the on-site sale of cigars and the rental of humidors;
 - c. Does not knowingly sell products or services, or permit entrance to the premises, to a person who is less than twenty-one (21) years of age; and

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

- d. Does not permit vaping or the smoking of products other than cigars on the premises.
- 3. "Hemp" means industrial hemp as defined in Tennessee Code Annotated § 43-26-102.
- 4. "Retail tobacco store" means a retail store that derives its largest category of sales from tobacco products and accessories;
- 5. "Retail vapor product store" means a retail store that derives its largest category of sales from vapor products and accessories.
- 6. "Smoke" and "Smoking" mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, hemp, or other plant, whether natural or synthetic. For the purposes of this subdivision, "Smoke" does not mean the use of vapor products.
- 7. "Tobacco product" means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus, as well as any component, part, or accessory thereto or thereof.
- 8. "Vapor product":
 - a. Means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, dab rig, or e-hookah;
 - b. Means any noncombustible product containing nicotine or any other substance that employs a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce or emit a visible or non-visible vapor;
 - c. Includes any vapor product or similar product, any substance used to refill a vapor cartridge, or other container of a solution containing nicotine or any other substance that is intended to be used with or in an e-cigarette, e-cigar, e-cigarillo, e-pipe, or similar product; but
 - d. Does not include any product regulated under Chapter V of the Food, Drug, and Cosmetic Act (21 U.S.C § 351 et seq.).

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKE LAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

- C. Notwithstanding subdivision (1) of this section, a prohibition on smoking or the use of vapor products in age-restricted venues shall not apply to retail tobacco stores, retail vapor product stores, or cigar lounges.
- D. No person may engage in smoking, tobacco product use, or vapor product use in an area in which said use is prohibited by this section or any other law.
- E. The owner, operator, manager, or other person in control of the age-restricted venue where smoking is prohibited by this section shall:
 - 1. Post clear, conspicuous, and unambiguous signs at each entrance to the area in which smoking, tobacco product use, vapor product use, and hemp product use are prohibited and at least one other conspicuous point within the area. The signs shall have letters of no less than one inch in height with writing indicating "NO SMOKING", "NO TOBACCO", "NO VAPOR" and shall include the international "No Smoking" symbol as well as the "No Vaping"/"No E-Cigarette" symbol.
 - 2. Remove all ashtrays from any area where smoking is prohibited by this Article, except for ashtrays displayed for sale and not for use on the premises.
 - 3. The presence or absence of signs shall not be a defense to a charge of smoking or the unlawful use of tobacco or vapor products.
 - 4. City Codes Department, or its designee, will make periodic inspections, not fewer than once per twelve (12) months, of areas covered by this section to monitor for compliance. Anyone found by the City to be violating this section will be reminded of its requirements and asked to comply and warned that further violation may result in penalties on the violator, pursuant to subdivision (G) below.
- F. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this section.
- G. Any violation of this section is hereby declared to be a public nuisance.
 - 1. Each violation of this section may be subject to a fifty-dollar (\$50) administrative fine per incident of refusal, which may be assessed against the individual violator, the owner of the property/business, or both.

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL
CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND
VAPOR PRODUCTS

2. Each instance of smoking, tobacco product use, or vapor product use in violation of this section shall constitute a separate violation.
 3. Any violation of this section may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- H. If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

PASSED AND ADOPTED by the Mayor and Board of Commissioners of Lakeland, Tennessee on this 2nd day of April, 2026, the public welfare requiring it.

First Reading: March 19, 2026

Public Hearing: April 2, 2026

Final Reading: April 2, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Proclamation

WHEREAS, Throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and

WHEREAS, From the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

WHEREAS, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, In our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "Pour Out to the God of Hope and Be Filled" based on the verse in Romans 15:13 that is a prayer and a promise, "Now may the God of hope fill you with all joy and peace in believing, so that you will abound in hope by the power of the Holy Spirit," and

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim the 7th day of May 2026 as a Day of Prayer throughout the City of Lakeland, Tennessee, and commend this observance to all of our citizens.

IN WITNESS WHEREOF, we have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, *Mayor*, City of Lakeland, Tennessee

Michele Dial, *Vice Mayor*, City of Lakeland, Tennessee

Jim Atkinson, *Commissioner*, City of Lakeland, Tennessee

Derek Johnston, *Commissioner*, City of Lakeland, Tennessee

Connie McCarter, *Commissioner*, City of Lakeland, Tennessee

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - recommending the Board of Commissioners approve the sewer concept plan for Chapel Lakes Planned Development.

Staff Contact: Emily Harrell, City Manager / City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Sewerage Commission approve Resolution R-44-2026.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Chapel Lakes Planned Development is a single-family residential development comprised of approximately 126 acres at the west side of Chambers Chapel Road just south of the Estates at Oakwood Grove Subdivision. The development consists of single family residential homes which are estimated to generate an additional 66,660 gallons per day (46.3 gpm) of wastewater flow which will discharge into the Clear Creek Interceptor. Staff recommends the approval of the sanitary sewer concept plan for the Chapel Lakes Planned Development for a period of three (3) years.

BOSC RESOLUTION R-44-2026

RECOMMENDING THE BOARD OF COMMISSIONERS APPROVE THE SEWER
CONCEPT PLAN FOR CHAPEL LAKES PLANNED DEVELOPMENT

WHEREAS, the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby County Tax Assessor Parcel ID L0151 00483 and L0151 00489 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Chapel Lakes Planned Development; and,

WHEREAS, the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,

WHEREAS, the Board of Sewerage Commission finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow approximately 66,660 gallons per day (46.3 gpm) of wastewater flow that may be generated from the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system:

NOW, THEREFORE, BE IT RESOLVED by the Board of Sewerage Commission of the City of Lakeland, Tennessee:

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0151 00483 and L0151 00489 to service a proposed development upon said parcel known as Chapel Lakes Planned Development, is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. If a Preliminary Development Plan is submitted and approved for Chapel Lakes Planned Development on said parcel of land within three (3) years from the date of passage of this resolution, the approval of the concept sanitary sewer plan identified above shall be extended for an additional one (1) year period commencing upon the date of Preliminary Development Plan approval.
3. If a Preliminary Development Plan has not been submitted and approved for the above referenced development within three (3) years from the date of passage of this resolution, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

BOSC RESOLUTION R-44-2026

RECOMMENDING THE BOARD OF COMMISSIONERS APPROVE THE SEWER
CONCEPT PLAN FOR CHAPEL LAKES PLANNED DEVELOPMENT

4. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

APPROVED AND ADOPTED by the Board of Sewerage Commission of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

The Bray Firm

2950 Stage Plaza North
Bartlett, Tennessee 38134

Telephone 901-383-8668
Fax 901-383-8720

March 4, 2026

Emily Harrell
City Manager
City of Lakeland, Tennessee

**RE: Request for Sewer Approval
Chapel Lakes Planned Development
Lakeland, Tennessee**

Ms. Harrell

Cummings, LLC. is filing with the City of Lakeland for plan approval for a new planned development fronting on Chambers Chapel Road south of Oakwood Grove Subdivision. By this letter we are requesting approval of the from the City for permission to utilize the City's existing sewer system for these proposed lots. The development will consists of 202 single family lots. An estimate of the required capacity that will be utilized for this development is provided below. Please let me know if you have any additional questions.

$202 \text{ lots} * 3.3 \text{ people per lot} * 100 \text{ gal/day} = 66660 \text{ gallons per day.}$

$66660 \text{ gal/day} * 1/24 \text{ days/hours} * 1/60 \text{ hours/minutes} = 46.3 \text{ gallons per minute average use.}$

Typical peaking factor for residential use is 2.5 which means the likely peak on the system is 115.8 gallons per minute. The flow will be split with 91 lots or 52.2 gallons per minute (peak) flowing north to Oakwood Grove Subdivision and 111 lots or 63.6 gpm flowing southwest to the sewer main in Gillespie Oaks.

The capacity of an 8-inch sewer pipe on a 0.40 percent grade is: 340 gallons per minute.

Respectfully submitted,
David G. Bray, P.E.



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

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Vice-Mayor Dial at 5:30 p.m. on Thursday, March 19, 2026.

II. INVOCATION:

For the record, the Innovation was given at the Beer Board meeting prior to the BOC meeting.

III. PLEDGE:

For the record, the Pledge was given at the Beer Board meeting, prior to the BOC meeting.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Emily Harell, City Attorney Will Patterson, Public Works Director Nick Pulido, Parks and Recreation Director Andrew Fisher, ITS Director Josh Thompson, Finance Director Sue Matthews, Senior Staff Engineer Luis Camarillo Hernandez, Human Resources Manager Sue Lipscomb and City Recorder Rebecca Hume.

V. PUBLIC HEARING:

City Manager Emily Harrell made announcements, notifying that Commissioner McCarter sponsored Item 1 on Public Comments, and Items 2 and 11 on the Regular Agenda. City Manager Emily Harrell also made notice that Item 6 under Regular Agenda was pulled per the developer's request.

Vice-Mayor Dial announced wanting to add Item 12 Resolution - authorizing the submission of an application for the 2026 Lowe's Community Impact Grant Program, to the agenda for the Parks and Rec Department.

Commissioner McCarter objected to adding Item 12.

Vice-Mayor Dial made a motion to add Item 12 to the agenda, seconded by Commissioner Atkinson.

When the question was called the motion to add Item 12 passed, roll call vote, 3 in favor, 1 against, 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

Commissioner Johnston moved to add item 13 Discussion and Possible Action Item regarding Mayoral pay for the next fiscal year, seconded by Vice Mayor Dial.

Commissioner McCarter objected to adding item 13.

When the question was called the motion to add item 13 passed, roll call vote, 3 in favor, 1 against, 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

1. **Ordinance Second and Final Reading** - amending the City of Lakeland Code to Revise the Ethics Ordinance and Revise Relevant Portions of Lakeland Policies to reflect the same. *Sponsored by Commissioner McCarter*

None.

VI. TREASURER'S REPORT:

1. Annual Comprehensive Financial Report for the Year Ended June 30, 2025 - *Watkins Uiberall, Clark Province*

Auditor Clark Province, representing Watkins Uiberall, engaged in discussion and answered questions from the board.

2. Fiscal year to date through February 28, 2026

Finance Director Sue Matthews offered this report.

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

1. Sheriff's Report

Lieutenant Wiggins with the Shelby County Sheriff's Office offered this report.

Resident Charles Carroll, 3000 block of Creekwood Lane, made comments.

2. City Manager's Report

City Manager Emily Harrell offered this report.

3. Commissioners' Report

a. Parks and Recreation Board - *Vice-Mayor Dial*

Vice-Mayor Dial offered this report.

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

Commissioner Atkinson offered this report.

4. Mayor's Report

a. Proclamation establishing April 10, 2026, as Blue and Green Day. Vice-Mayor Dial offered this report.

Commissioner McCarter made comments.

VIII. PUBLIC COMMENTS:

None.

IX. SEWERAGE COMMISSION BUSINESS:

None.

X. CONSENT AGENDA:

None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - March 5, 2026

Commissioner Atkinson moved to bring this item to the floor, seconded

by Commissioner McCarter.

Commissioner McCarter made comments about corrections that were made to the Meeting Minutes.

When the question was called the resolution passed as presented, roll call vote, 3 in favor, 0 against, 1 abstain (3-0-1).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter

Nay: None

Abstain: Vice Mayor Dial

2. **Ordinance Second and Final Reading** - amending the City of Lakeland Code to Revise the Ethics Ordinance and Revise Relevant Portions of Lakeland Policies to reflect the same. *Sponsored by Commissioner McCarter*

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

Commissioner McCarter sponsored and presented this item.

Discussion ensued.

Vice-Mayor Dial moved to amend the Lakeland Code of Ethics regarding acceptance of gratuities to include amended sections, seconded by Commissioner McCarter.

When the question was called the motion to amend passed, 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

When the question was called the amended resolution passed, 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. **Ordinance First Reading** - amending Title 20, Chapter 4 of Lakeland's Municipal Code by adding an ordinance regulating the use of tobacco and vapor products. *Sponsored by Mayor Roman*

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

Amanda Beckham representing Smokefree TN and the American Heart Association engaged in discussion and answered questions from the board regarding 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** - approving an agreement with Standard Construction Company, Inc. for the Fiscal Year 2026 Street Paving Project.

City Manager Emily Harrell noted the company awarded the contract for this contract was changed to Gibson Paving.

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

Senior Staff Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

Vice-Mayor Dial made a motion to amend the resolution to change the

name of the company to Gibson Paving Inc. and the amount to \$2,516,150.00, seconded by Commissioner McCarter.

When the question was called the motion to amend passed, 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

Vice-Mayor Dial moved to amend the amended resolution to reflect the \$200,000 contingency fund, bringing the total amount to \$2,716,150.00, seconded by Commissioner Atkinson.

When the question was called the motion to amend, the amended resolution passed, 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

Commissioner Atkinson made comments.

When the question was called, the amended resolution passed, 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. **Resolution** - approving a residential development contract with Rev3 Willows Holdings, LLC for The Willows at the Lake Phases I & 2.

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

City Manager Emily Harrell presented this item.

Developer Jeffrey King, representing Meridan Premier Homes, engaged in discussion and answered questions for the board.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor, 1 against, 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

6. **Resolution** - approving a residential development contract with REV3 Willows Holdings, LLC for The Willows at the Lake Phase 3

This item was pulled per the developer's request.

7. **Resolution** - supporting the U.S. Highway 70 Safety Improvements project and utilization of Congressman David Kustoff's Community Project Funding program. *Sponsored by Mayor Roman*

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

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

8. **Resolution** – approving a professional services agreement with Howard Technology Solutions for the Lake District Parks and Recreation Office Space.

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

ITS Director Josh Thompson presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor, 1 against, 0 abstain (3-1-0).

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

Nay: Commissioner McCarter

Abstain: None

9. **Resolution** - approving a three-year contract with Watkins Uiberall, PLLC beginning in Fiscal Year 2026.

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

Finance Director Sue Matthews 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

10. **Discussion** - regarding the proposed FY2027 Annual Budget

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

Commissioner Atkinson.

City Manager Emily Harrell presented this item.

Discussion ensued.

11. **Discussion and Possible Action** - changing Lakeland's form of government. *Sponsored by Commissioner McCarter*

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

Commissioner McCarter sponsored and presented this item.

Discussion ensued.

Resident Richard Gonzales, 5000 block of Conifer View Lane, made comments.

City Attorney Will Patterson made comments and answered questions for the board.

12. **Resolution — authorizing** the submission of an application for the 2026 Lowe's Community Impact Grant Program.

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

Vice-Mayor Dial presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 3 in favor, 0 against, 1 abstain (3-0-1).

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

Nay: None

Abstain: Commissioner McCarter

13. **Discussion and Possible Action** - regarding the Mayoral Pay for FY27. *Sponsored by Commissioner Johnston.*

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

Commissioner Johnston presented this item.

Discussion ensued.

City Attorney Will Patterson made comments.

XII. ANNOUNCEMENTS:

None.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 8:16 on Thursday, March 19, 2026.

These minutes were approved on April 02, 2026.

Josh Roman
Mayor

ATTEST:

Rebecca Hume
City Recorder

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

WHEREAS, On July 1, 2022, Public Chapter No. 1110 went into effect, authorizing municipalities to regulate, including prohibiting smoking and the use of vapor products in certain age-restricted venues; and

WHEREAS, In the interest of protecting public health, safety, and welfare, the City of Lakeland, Tennessee (the "City") deems it appropriate to prohibit smoking and the use of vapor products in age-restricted venues described herein:

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Commissioners of the City of Lakeland, Tennessee, that Title 20, Chapter 4 of the Lakeland Municipal Code shall be amended by adding the following:

CHAPTER 4 **MISCELLANEOUS**

20-402. Prohibition of smoking and vapor product use in age-restricted venues.

- A. Smoking and use of vapor products are prohibited in age-restricted venues within the City, pursuant to authority granted by Tennessee Code Annotated § 39-17-1551, as may be amended from time to time.
- B. The following terms have these meanings for the purposes of this subdivision:
 - 1. "Age-restricted venue" means a legal establishment that affirmatively restricts access to its buildings or facilities at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to those buildings or facilities to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.
 - 2. "Cigar bar" means a legal establishment that:
 - a. Holds a valid license or permit for the on-premises consumption of alcoholic beverages;
 - b. Generates a portion of its total annual gross income from the on-site sale of cigars and the rental of humidors;
 - c. Does not knowingly sell products or services, or permit entrance to the premises, to a person who is less than twenty-one (21) years of age; and

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

- d. Does not permit vaping or the smoking of products other than cigars on the premises.
- 3. "Hemp" means industrial hemp as defined in Tennessee Code Annotated § 43-26-102.
- 4. "Retail tobacco store" means a retail store that derives its largest category of sales from tobacco products and accessories;
- 5. "Retail vapor product store" means a retail store that derives its largest category of sales from vapor products and accessories.
- 6. "Smoke" and "Smoking" mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, hemp, or other plant, whether natural or synthetic. For the purposes of this subdivision, "Smoke" does not mean the use of vapor products.
- 7. "Tobacco product" means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus, as well as any component, part, or accessory thereto or thereof.
- 8. "Vapor product":
 - a. Means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, dab rig, or e-hookah;
 - b. Means any noncombustible product containing nicotine or any other substance that employs a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce or emit a visible or non-visible vapor;
 - c. Includes any vapor product or similar product, any substance used to refill a vapor cartridge, or other container of a solution containing nicotine or any other substance that is intended to be used with or in an e-cigarette, e-cigar, e-cigarillo, e-pipe, or similar product; but
 - d. Does not include any product regulated under Chapter V of the Food, Drug, and Cosmetic Act (21 U.S.C § 351 et seq.).

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKE LAND'S MUNICIPAL CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND VAPOR PRODUCTS

- C. Notwithstanding subdivision (1) of this section, a prohibition on smoking or the use of vapor products in age-restricted venues shall not apply to retail tobacco stores, retail vapor product stores, or cigar lounges.
- D. No person may engage in smoking, tobacco product use, or vapor product use in an area in which said use is prohibited by this section or any other law.
- E. The owner, operator, manager, or other person in control of the age-restricted venue where smoking is prohibited by this section shall:
 - 1. Post clear, conspicuous, and unambiguous signs at each entrance to the area in which smoking, tobacco product use, vapor product use, and hemp product use are prohibited and at least one other conspicuous point within the area. The signs shall have letters of no less than one inch in height with writing indicating "NO SMOKING", "NO TOBACCO", "NO VAPOR" and shall include the international "No Smoking" symbol as well as the "No Vaping"/"No E-Cigarette" symbol.
 - 2. Remove all ashtrays from any area where smoking is prohibited by this Article, except for ashtrays displayed for sale and not for use on the premises.
 - 3. The presence or absence of signs shall not be a defense to a charge of smoking or the unlawful use of tobacco or vapor products.
 - 4. City Codes Department, or its designee, will make periodic inspections, not fewer than once per twelve (12) months, of areas covered by this section to monitor for compliance. Anyone found by the City to be violating this section will be reminded of its requirements and asked to comply and warned that further violation may result in penalties on the violator, pursuant to subdivision (G) below.
- F. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this section.
- G. Any violation of this section is hereby declared to be a public nuisance.
 - 1. Each violation of this section may be subject to a fifty-dollar (\$50) administrative fine per incident of refusal, which may be assessed against the individual violator, the owner of the property/business, or both.

ORDINANCE O-3-2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 4 OF LAKELAND'S MUNICIPAL
CODE BY ADDING AN ORDINANCE REGULATING THE USE OF TOBACCO AND
VAPOR PRODUCTS

2. Each instance of smoking, tobacco product use, or vapor product use in violation of this section shall constitute a separate violation.
 3. Any violation of this section may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- H. If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

PASSED AND ADOPTED by the Mayor and Board of Commissioners of Lakeland, Tennessee on this 2nd day of April, 2026, the public welfare requiring it.

First Reading: March 19, 2026

Public Hearing: April 2, 2026

Final Reading: April 2, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Ordinance First Reading** - amending Lakeland's Municipal Code regarding the square footage requirement for retail food stores. *Sponsored by Mayor Roman*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

ORDINANCE O-4-2026
AMENDING LAKELAND’S MUNICIPAL CODE REGARDING THE SQUARE FOOTAGE
REQUIREMENT FOR RETAIL FOOD STORES

WHEREAS, The Board of Commissioners for the City of Lakeland, Tennessee, desire to amend the Lakeland Municipal Code with respect to liquor sales by revising the definition of “retail food store” to increase the minimum square-footage requirement from 1,200 square feet to 15,000 square feet.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISIONERS FOR THE CITY OF LAKELAND, TENNESSEE, AS FOLLOWS:

Section 1: Section 8-301(1)(k) under Title 8, Chapter 3 of the Lakeland Municipal Code shall be repealed and replaced with the following:

**CHAPTER 3
RETAIL SALE OF ALCOHOLIC BEVERAGES**

Section
8-301. General

8-301. General

(1) Definitions. Whenever used in this chapter, the following terms shall have the following meanings unless the context necessarily requires otherwise:

- (k) “Retail food store” is an establishment open to the public and that derives at least 20% of its taxable sales from the retail sale of food and food ingredients for human consumption, and has retail floor space of at least 15,000 square feet.

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 effect immediately after its passage or fifteen (15) days after the first reading, whichever is sooner, the public welfare requiring it.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 16th day of April, 2026, the public welfare requiring it.

First Reading: April 2, 2026
Public Hearing: April 16, 2026
Final Reading: April 16, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving the sewer concept plan for Chapel Lakes Planned Development.

Staff Contact: Emily Harrell, City Manager / City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-44-2026.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Chapel Lakes Planned Development is a single family residential development comprised of approximately 126 acres at the west side of Chambers Chapel Road just south of the Estates at Oakwood Grove Subdivision. The development consists of single family residential homes which are estimated to generate an additional 66,660 gallons per day (46.3 gpm) of wastewater flow. Staff recommends the approval of the sanitary sewer concept plan for the Chapel Lakes Planned Development for a period of three (3) years.

RESOLUTION R-44-2026

APPROVING THE SEWER CONCEPT PLAN FOR CHAPEL LAKES PLANNED DEVELOPMENT

WHEREAS, the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby County Tax Assessor Parcel ID L0151 00483 and L0151 00489 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Chapel Lakes Planned Development; and,

WHEREAS, the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,

WHEREAS, the Board of Sewerage Commission finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow approximately 66,660 gallons per day (46.3 gpm) of wastewater flow that may be generated from the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system:

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

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0151 00483 and L0151 00489 to service a proposed development upon said parcel known as Chapel Lakes Planned Development, is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. If a Preliminary Development Plan is submitted and approved for Chapel Lakes Planned Development on said parcel of land within three (3) years from the date of passage of this resolution, the approval of the concept sanitary sewer plan identified above shall be extended for an additional one (1) year period commencing upon the date of Preliminary Development Plan approval.
3. If a Preliminary Development Plan has not been submitted and approved for the above referenced development within three (3) years from the date of passage of this resolution, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

RESOLUTION R-44-2026

APPROVING THE SEWER CONCEPT PLAN FOR CHAPEL LAKES PLANNED
DEVELOPMENT

4. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

The Bray Firm

2950 Stage Plaza North
Bartlett, Tennessee 38134

Telephone 901-383-8668
Fax 901-383-8720

March 4, 2026

Emily Harrell
City Manager
City of Lakeland, Tennessee

**RE: Request for Sewer Approval
Chapel Lakes Planned Development
Lakeland, Tennessee**

Ms. Harrell

Cummings, LLC. is filing with the City of Lakeland for plan approval for a new planned development fronting on Chambers Chapel Road south of Oakwood Grove Subdivision. By this letter we are requesting approval of the from the City for permission to utilize the City's existing sewer system for these proposed lots. The development will consists of 202 single family lots. An estimate of the required capacity that will be utilized for this development is provided below. Please let me know if you have any additional questions.

$202 \text{ lots} * 3.3 \text{ people per lot} * 100 \text{ gal/day} = 66660 \text{ gallons per day.}$

$66660 \text{ gal/day} * 1/24 \text{ days/hours} * 1/60 \text{ hours/minutes} = 46.3 \text{ gallons per minute average use.}$

Typical peaking factor for residential use is 2.5 which means the likely peak on the system is 115.8 gallons per minute. The flow will be split with 91 lots or 52.2 gallons per minute (peak) flowing north to Oakwood Grove Subdivision and 111 lots or 63.6 gpm flowing southwest to the sewer main in Gillespie Oaks.

The capacity of an 8-inch sewer pipe on a 0.40 percent grade is: 340 gallons per minute.

Respectfully submitted,
David G. Bray, P.E.

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving the Chapel Lakes Planned Development Outline Plan.

Staff Contact: Alex Barthol, Staff Planner

STAFF RECOMMENDATION

The Municipal Planning Commission recommends approval of the Chapel Lakes Planned Development Outline Plan as submitted.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) has reviewed the application and is recommending approval of the Outline Plan as submitted. The details of the submittal can be found in the attached staff report.

RESOLUTION R-45-2026

APPROVING THE CHAPEL LAKES PLANNED DEVELOPMENT OUTLINE PLAN

WHEREAS, On March 12, 2026, the City of Lakeland Municipal Planning Commission recommended approval of the Chapel Lakes Planned Development Outline Plan as submitted.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Outline Plan Amendment is approved for the Chapel Lakes Planned Development subject to the attached plan.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

Meeting Date: Thursday, March 12, 2026

Project: Chapel Lakes – Planned Development Outline Plan

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Location: 4532 Maple Walk Drive

Zoning District: AG: Agriculture, R1: Suburban Estate, RE: Exurban District, OR: Outdoor Recreation District

Site Area: 126.4 acres

Applicant: Cummings, LLC

Representative: David Bray, The Bray Firm

STAFF RECOMMENDATION

City Staff recommends approval of the Outline Plan Application for Chapel Lakes Planned Development.

BACKGROUND:

The subject property is located on the west side of Chambers chapel Road just south of the Estates of Oakwood Grove Subdivision. This property has had a previous Planned Development Outline plan application submitted back in 2021, however that application was not approved. There are currently no approved applications for this site.

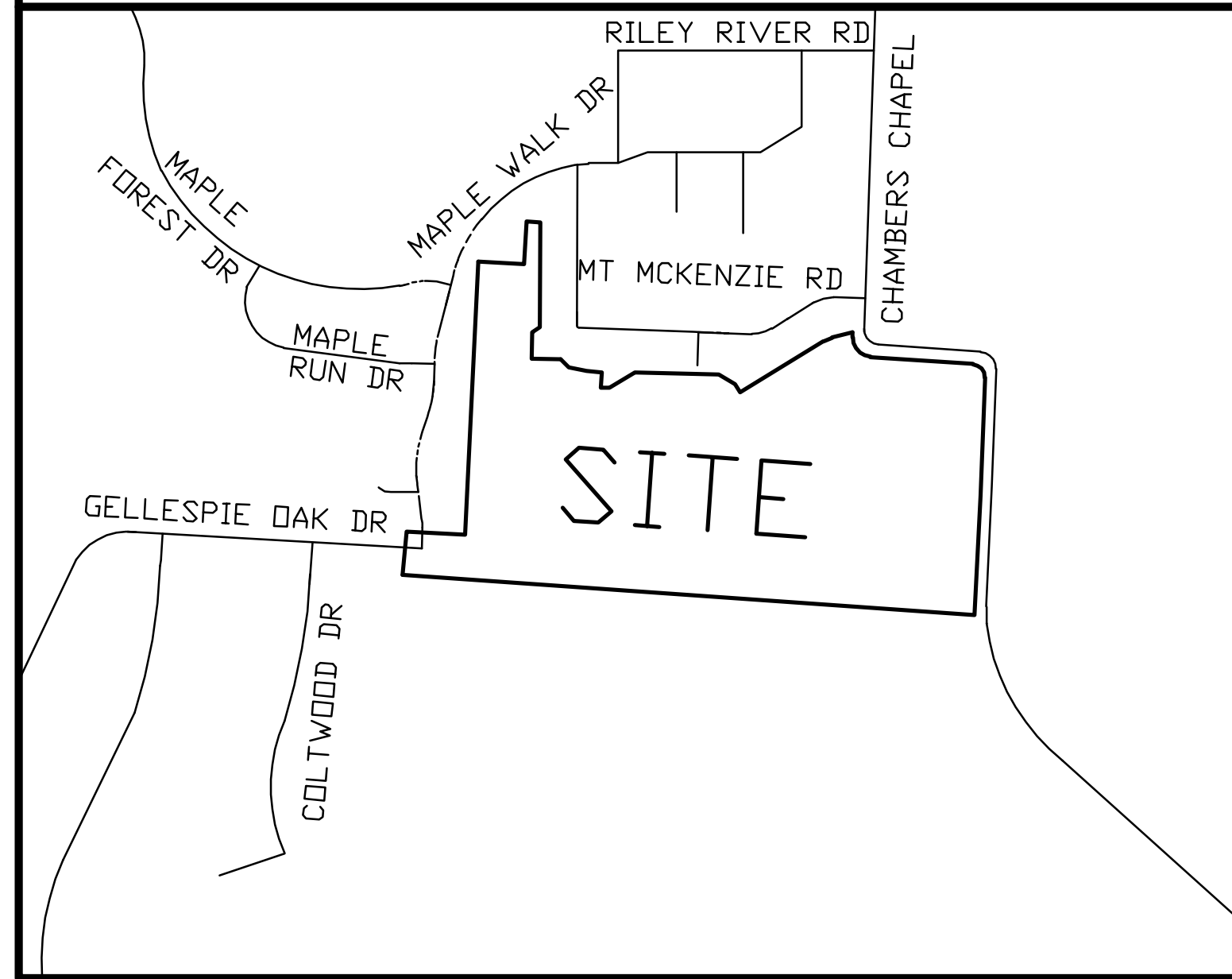
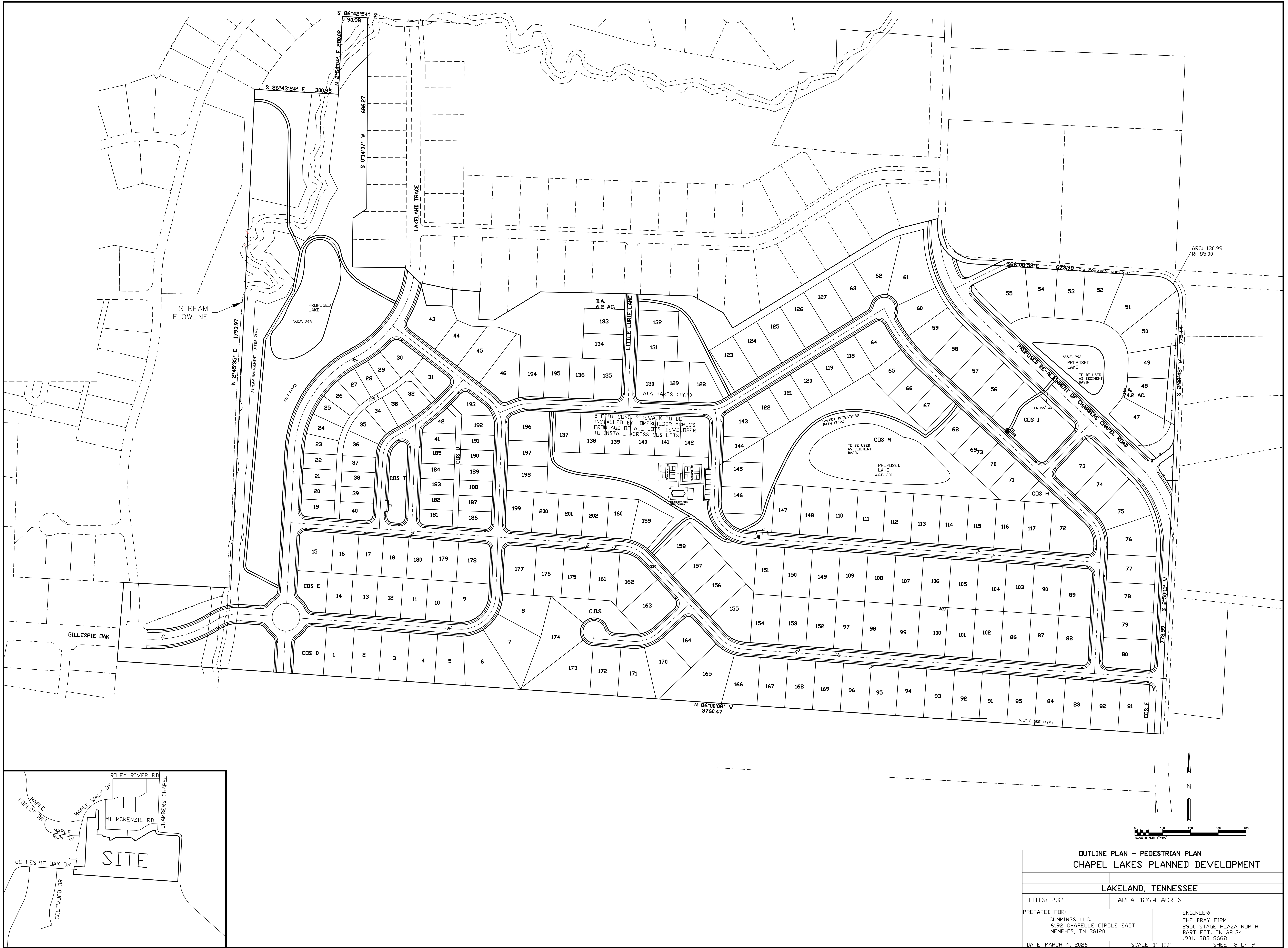
ANALYSIS:

The specific request in this application is the approval of the Outline Plan that establishes the boundaries of the development, as well as the underlying zoning regulations. 54% of lots will follow the R-1: Suburban Estate designation which has a minimum lot size of 17,500 square feet. 28% of lots will follow the R-2: Suburban Manor designation which has a minimum lot size of 10,00 square feet. The final 18% of lots will follow the R-3: Suburban Cottage designation which has a minimum lot size of 5,500 square feet and will be ally loaded lots. 30% of the total area will be designated as common open space with amenities like a community pool, pickleball courts,

and interconnected walking trails also proposed. City Staff has reviewed this application are in agreement that the proposal does conform to the Land Development Regulations and is in line with other adjacent developments. Staff is recommending approval of the application as submitted

EXAMPLE MOTIONS

1. Motion to approve the Chapel Lakes Planned Development Outline Plan Application subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
2. Motion to approve the Chapel Lakes Planned Development Outline Plan Application without conditions.
3. Motion to deny the Chapel Lakes Planned Development Outline Plan Application:
 - a. Reason for denial



OUTLINE PLAN - PEDESTRIAN PLAN		
CHapel LAKES PLANNED DEVELOPMENT		
LAKELAND, TENNESSEE		
LOTS: 202	AREA: 126.4 ACRES	
PREPARED FOR: CUMMINGS LLC 6192 CHAPPELLE CIRCLE EAST MEMPHIS, TN 38120		ENGINEER: THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 (901) 383-8668
DATE: MARCH 4, 2026	SCALE: 1"=100'	SHEET 8 OF 9

CHAPEL LAKES PLANNED DEVELOPMENT

OUTLINE PLAN TEXT

I. GENERAL STATEMENT

Chapel Lakes Planned Development, a 126.4 acre ± tract of land located in Lakeland, Tennessee, is a Planned Development that provides a mixture of residential products and open spaces that complement the unique natural features of the area. It is the intent to develop Chapel Lakes with a cohesive neighborhood character through the use of unifying architectural guidelines and landscaping criteria. With distinctive entrances into the neighborhood, as well as various types of open spaces, Chapel Lakes will establish itself as a highly attractive and carefully planned neighborhood with its own Sense of Place and the feel of a quality community.

The Outline Plan shall serve as the land use and transportation plan for development of the site. It is understood that topography, utilities, storm drainage, detention, and market conditions along with other site considerations. The Conceptual Development Plan shall serve as a graphic illustration of the conceptual vision for the development. The purpose of this General Statement is to set forth the conceptual vision of Chapel Lakes as depicted in the Conceptual Development Plan. The actual permitted uses, dimensional regulations, access and circulation and design criteria for the project shall at all times be governed by the Outline Plan and any Conditions of Approval, along with the Declaration of Covenants.

II. USES PERMITTED

A. R-1 Lots
Single-Family detached, street-access homes as regulated by the R-1 Suburban Estate district of the Lakeland Land

B. R-2 Lots
Single-Family detached, street-access homes as regulated by the R-2 Suburban Manor district of the Lakeland

C. R-3 Lots
Single-Family detached, rear-access homes as regulated by the R-3 Suburban Cottage district of the Lakeland

D. Common Open Spaces
Passive park areas, landscape areas, and common neighborhood amenities such as lakes (detention or retention), walking trails, sidewalks, open lawn areas, benches, pavilions, community pool and pickleball courts are allowed throughout these areas.

III. BULK REGULATIONS

Development of the neighborhood will be guided by the Outline Plan and the area use descriptions provided above. Development of individual parcels must be in compliance with the provisions for dimensional regulations and access and circulation conditions provided below.

A. Design Standards for Single-Family Detached Homes
All single-family detached residences shall follow the architectural guidelines within the City of Lakeland Land Development Regulations for the referenced District.

B. Minimum Building Setbacks per Area

R-1

Minimum Front Yard Setback30'

Minimum Side Yard Setback10'

Minimum Rear Yard Setback30'

R-2

Minimum Front Yard Setback30'

Minimum Side Yard Setback5'

Minimum Rear Yard Setback25'

R-3

Minimum Front Yard Setback15'

Minimum Side Yard Setback5'

Minimum Rear Yard Setback5'

Fence Setback Against Service Drive 5'

C. Minimum Lot Widths per Area

R-1 100'

R-2 90'

R-3 55'

D. Minimum Lot Size per Area

R-1 17,500 SF

R-2 13,050 SF

R-3 6,600 SF

E. Maximum Building Heights and Maximum Building Coverage shall be as regulated by the City of Lakeland Land Development Regulations.

IV. ROADWAYS, ACCESS, AND PARKING

A. Chambers Chapel Road shall be constructed per the City of Lakeland Transportation Plan, with an 84' Right-of-Way width.

B. Lakeland Trace Road and the extension of Gillespie Oak Drive west of Lakeland Trace Road shall be constructed per the City of Lakeland Transportation Plan, with a 68' Right-of-Way width.

C. Interior public streets within may utilize a 31-foot Right-of-way width with a 14.5 foot pedestrian easement.

D. All corner radii at intersections of public streets within the development may be a minimum of 15' at the R.O.W.

E. Head-in parking may be provided directly off of any interior public street or private service drive adjacent to a Common Open Space to facilitate resident access to common amenities.

F. Service drives shall be a minimum of 20 feet in width.

G. All service drives shall be owned and maintained by the Homeowners' Association.

H. The minimum driveway clearance for corner lots shall be 10' from the point of tangency of the radius curvature of the ROW to the edge of driveway.

V. LANDSCAPING, SCREENING, AND OPEN SPACE

A. All public streets shall have street trees.

A 20' landscape buffer shall be provided between Chambers Chapel Road and adjacent lots.

B. All new landscaped areas, except for Common Open Spaces intended to become naturalized, must be irrigated with a subsurface irrigation system.

C. All required landscaping shall be located on the property such that it shall not interfere with any utility easements and may be altered according to MLGW requirements.

D. All Common Open Space areas, internal medians, streetscape areas, and neighborhood greens/parks shall be privately owned and maintained by a Homeowners' Association.

E. All Common Open Space may include amenities such as walking trails, sidewalks, open lawn areas, shelter structures, bike racks, lighting, and benches where appropriate.

VI. SIGNAGE

A. All signage (temporary and permanent) will follow the City of Lakeland Land Development Regulations.

VII. DRAINAGE FACILITIES & SERVICES

A. The stormwater drainage system shall be designed and constructed to the design standards required by the City of Lakeland.

B. According to the FEMA Flood Insurance Rate Map, this property does not lie in any Special Flood Hazard Areas.

C. Grading and storm drainage plans shall be established per the City of Lakeland Land Development Regulations.

D. All public stormwater drainage shall require a public easement.

VIII. SANITARY SEWER & SERVICES

A. A Master Sanitary Sewer Concept Plan shall be submitted at the time a Phase One Preliminary Plan is submitted for review and approval.

B. The City of Lakeland will provide sanitary sewer service.

C. Sanitary sewer improvements shall be provided under contract in accordance with the City of Lakeland Land Development Regulations and the State of Tennessee regulations.

D. Sizes of sanitary sewer lines shall be determined at the time a Final Plan is submitted to the Town Engineer.

E. Sanitary Sewer Plans shall be submitted to the Tennessee Department of Environmental Conservation (TDEC) for written approval.

F. All sanitary sewer located in a private drive or otherwise outside of public right-of-way shall be within a public easement.

IX. WATER SERVICE / UTILITIES

A. Public water improvements shall be provided by the Developer under contract in accordance with the City of Lakeland Land Development Regulations and the State of Tennessee regulations.

B. All utilities and services to be installed underground, with the exception of three-phase electric.

C. All water services located in a private drive or otherwise outside of public right-of-way shall be within a public easement.

X. DEVELOPMENT PHASING

A preliminary phasing schedule is shown; however, market conditions may result in multiple phases or partial phases being developed.

CERTIFICATE OF OWNERS)

THE UNDERSIGNED, _____, HERE BY CERTIFY THAT HE IS THE CHIEF MANAGER OF CUMMINGS, LLC. AND THAT THE PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS, PROPRIETORS,

CUMMINGS, LLC.

DATE

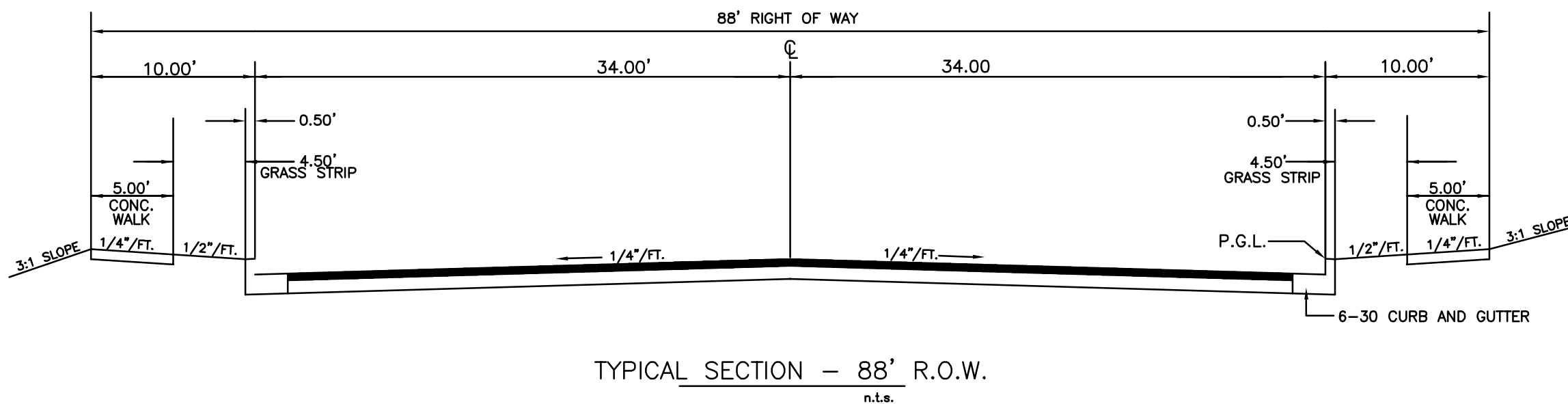
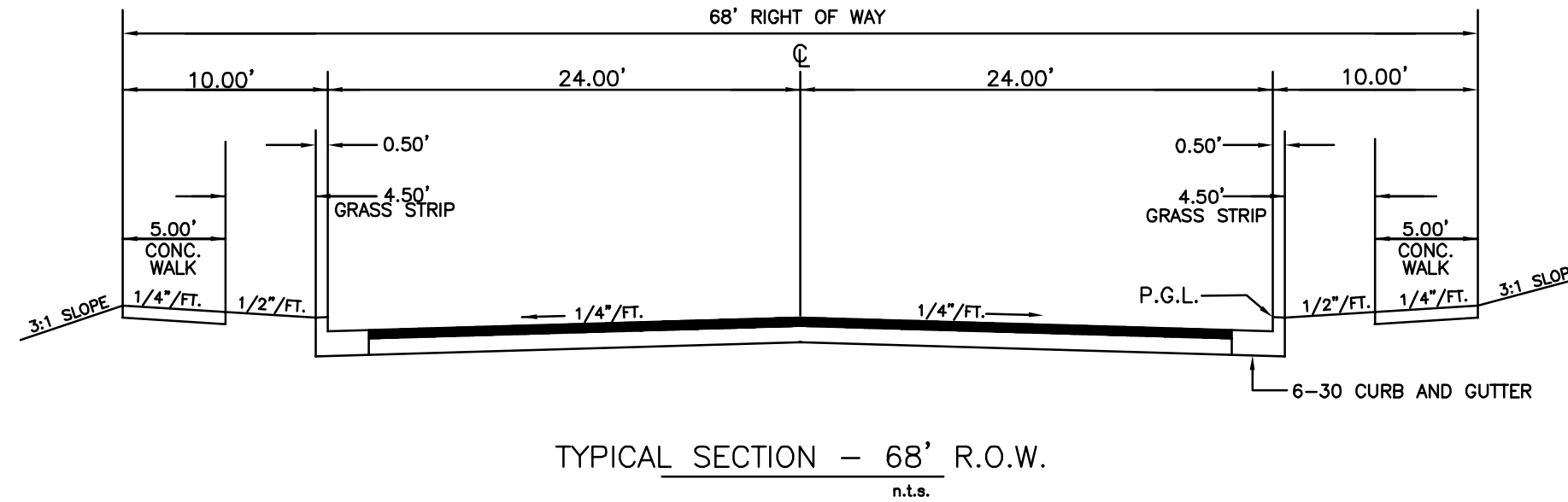
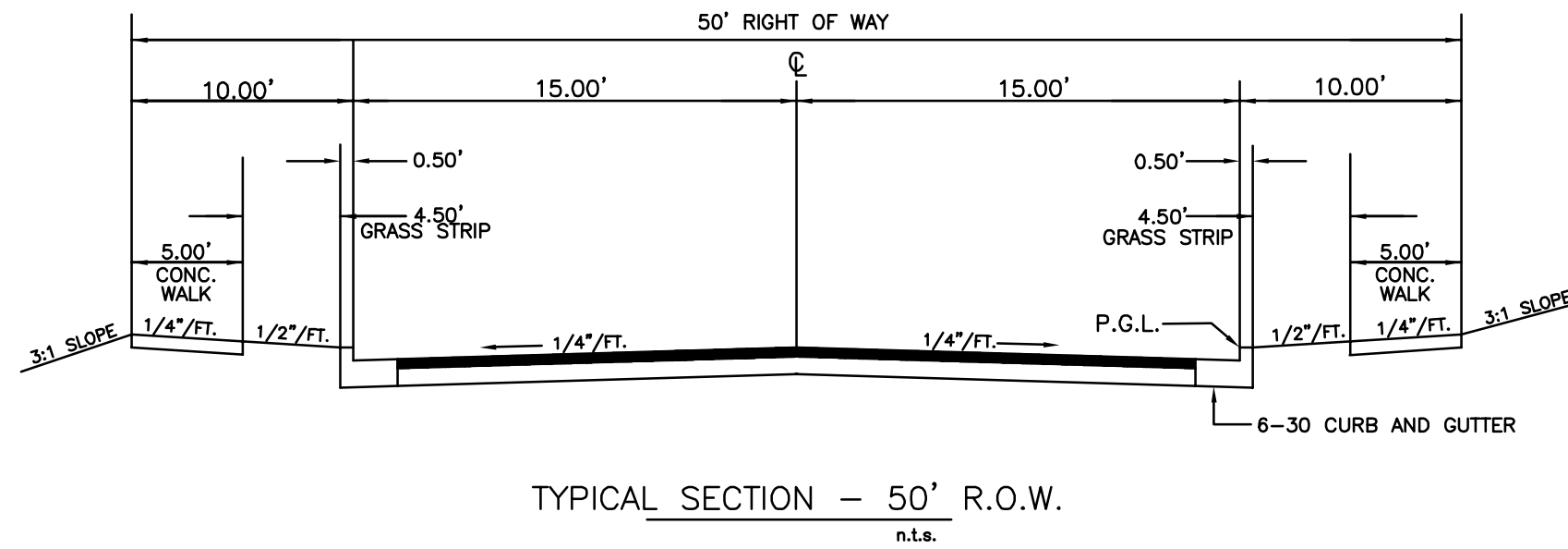
STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED _____ WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGES HIMSELF TO BE CHIEF MANAGER OF CUMMINGS, LLC. AND HE AS SUCH OWNER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME AS OWNER.

WITNESS MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL - SUBDIVISION OUTLINE PLAN

I, _____, DO HEREBY CERTIFY THAT THE CITY OF LAKELAND MUNICIPAL PLANNING COMMISSION HAS APPROVED THIS OUTLINE PLAN. THE SIGNING OF THIS CERTIFICATE SHALL IN NO WAY BE DEEMED TO CONSTITUTE OR EFFECT AN ACCEPTANCE OF THE DEDICATION OF ANY STREET, IMPROVEMENT, OR OTHER GROUND SHOWN UPON THE PLAT.

MPC SECRETARY

DATE

NOTE: PROTECTIVE COVENANTS AND HOA DOCUMENTS ARE RECORDED IN INSTRUMENT NUMBER _____

OUTLINE PLAN - CONDITIONS		
CHAPEL LAKES PLANNED DEVELOPMENT		
LAKELAND, TENNESSEE		
LOTS: 208	AREA: 126.4 ACRES	
PREPARED FOR: CUMMINGS LLC. 6192 CHAPELLE CIRCLE EAST MEMPHIS, TN 38120	ENGINEER: THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 (901) 383-8668	
DATE: MARCH 4, 2026	SCALE: 1"=100'	SHEET 2 OF 9

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving the Lakeland Commons Planned Development Outline Plan amendment.

Staff Contact: Alex Barthol, Staff Planner

STAFF RECOMMENDATION

The Municipal Planning Commission recommends approval of the Lakeland Commons Planned Development Outline Plan amendment as submitted.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

The Municipal Planning Commission (MPC) has reviewed the application and is recommending approval of the Outline Plan amendment as submitted. The details of the submittal can be found in the attached staff report.

RESOLUTION R-46-2026

APPROVING THE LAKELAND COMMONS PLANNED DEVELOPMENT OUTLINE
PLAN AMENDMENT

WHEREAS, On March 12, 2026, the City of Lakeland Municipal Planning Commission recommended approval of the Lakeland Commons Planned Development Outline Plan Amendment as submitted.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Outline Plan Amendment is approved for the Lakeland Commons Planned Development subject to the attached plan.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

Meeting Date: Thursday, March 12, 2026

Project: Lakeland Commons Planned Development – Outline Plan Amendment

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Location: Southwest corner of US Hwy 70 & Seed Tick Rd.

Parcel ID: L0150 00568 & L0150 00569

Zoning District: AG (Agriculture) with PD (Planned Development) overlay

Site Area: 40.71 acres

Applicant: Vince Smith

Representative: Cory Brady, PLA, AICP

STAFF RECOMMENDATION

City Staff recommends approval of the Lakeland Commons Planned Development Outline Plan Amendment application as submitted.

BACKGROUND

The Lakeland Commons Planned Development was originally approved in September of 2011 as a mixed-use development. Area D was amended in 2015 to replace the single family uses with a vertically integrated mixed-use concept of retail, office and multi-family residential. The BOC approved a Development Contract for Lakeland Commons PD, Phase 1 in May of 2019. Phase 2 was approved in March of 2022. A site plan for Twenty (20) townhomes was approved in October of 2024.

DISCUSSION

The applicant is requesting approval of an amendment to the approved outline plan to convert thirty (30) approved townhomes to multifamily units similar to the already constructed phases. The other request is to add twenty-one (21) multi family units where townhomes were originally planned. This amendment would also reflect the dedication of Lot 9 to the City of Lakeland. This lot was originally planned for a potential civic use. If approved, the total unit count for the overall development will increase from 289 to a maximum 310 residential units.

City Staff has reviewed the request and is in agreement that the changes requested do not materially change the overall character or uses allowed within this development.

EXAMPLE MOTIONS

1. Motion to approve the Lakeland Commons Planned Development Outline Plan amendment subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
2. Motion to approve the Lakeland Commons Planned Development Outline Plan amendment without conditions.
3. Motion to deny the Lakeland Commons Planned Development Outline Plan amendment:
 - a. Reason for denial



CITY OF LAKELAND
Application for Planned Developments

Case No. _____ Date of Application 02/10/2026

Name of Applicant Vince Smith, JR (Owner & Developer)

Address 6075 Poplar Ave Suite 630, Memphis, TN 38119

Daytime Telephone Number (901) 489-5896 Fax Number _____

Name of Property Owner Lakeland Commons Ph II, LC & Lakeland Commons, LP

Address 6075 Poplar Ave. STE 630 & 355 Tara Ln., Memphis Telephone Number (901) 489-5896

Name of Project Planning/Engineering Firm Integrated Land Solutions, PLLC

Name of Project Manager or Contact Person Cory Brady, PLA, AICP

Address 9967 Bentwood Creek Cv., Collierville, TN 38017

Telephone Number (901) 493-6996 Fax Number _____

E-mail corybrady@gmail.com

Name of Planned Development Lakeland Commons, PMUD Parcel ID# L0150 00568 & L0150 00569

Site Location S/W corner of US Hwy 70 & Seed Tick Rd.

Site Acreage 40.71 (Overall PMUD) Zoning District(s) AG (PMUD Overlay)

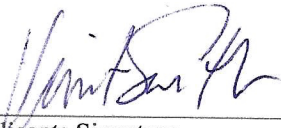
Proposed Use(s) Multi-family Residential (Amendment)

Proposed Number of Lots/Dwelling Units 310 Proposed Gross Floor Area N/A Sq. ft.

Multiple Phases? _____ If yes, total number of phases and schedule _____

Approval requested: ☒ Outline Plan ☐ Preliminary Development Plan ☐ Final Development Plan

Application for Planned Developments


Applicants Signature

Feb 11, 2026
Date

Property Owners Signature (if different from applicant)

Date

Please contact the Planning Department Staff for meeting dates and times, number of copies of all required materials, and the required filling fee to be submitted with the application.

CITY OF LAKELAND

10001 Highway 70

Lakeland, TN 38002

Office: (901) 867-2717 Fax: (901) 867-2063

Email: dmurrell@lakelandtn.org

www.lakelandtn.gov

OBJECTIVES

The Board of Commissioners may, upon proper application, grant a special permit for a Planned Development to facilitate the use of flexible techniques of land development and site design providing relief from zoning requirements designed for conventional developments. Planned developments shall be permitted in all zoning districts except for the FW-Floodway District.

PRE-APPLICATION CONFERENCE WITH CITY STAFF

At least thirty (30) days prior to filing any application for a Planned Development, the prospective applicant shall request a pre-application conference with the City. A preliminary development plan shall be submitted to the Planning Commission with the application for the Planned Development within six (6) months of the pre-application conference.

EFFECT OF APPROVAL OF DEVELOPMENT PLANS

February 12, 2026

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

Re: Planned Development Amendment
Lakeland Commons Planned Mixed-Use Development

Mr. Luker,

On behalf of the owner and developer, I respectfully request approval of an amendment to Areas B and D of the Lakeland Commons Planned Mixed-Use Development Outline Plan. The subject property is located at the southwest corner of US Highway 70 and Seed Tick Road, informally known as Lakeland Town Square.

The proposed amendment is composed of the following modifications:

1. A modification of the development's residential program to convert thirty (30) previously entitled but undeveloped townhouse units to comparable multi-family units;
2. A modification of the development's residential program to add twenty-one (21) multi-family units where townhouses were previously planned;
3. A modification to memorialize the City of Lakeland's forfeiture of Lot 9, which was previously approved for dedication to the City of Lakeland for municipal use.

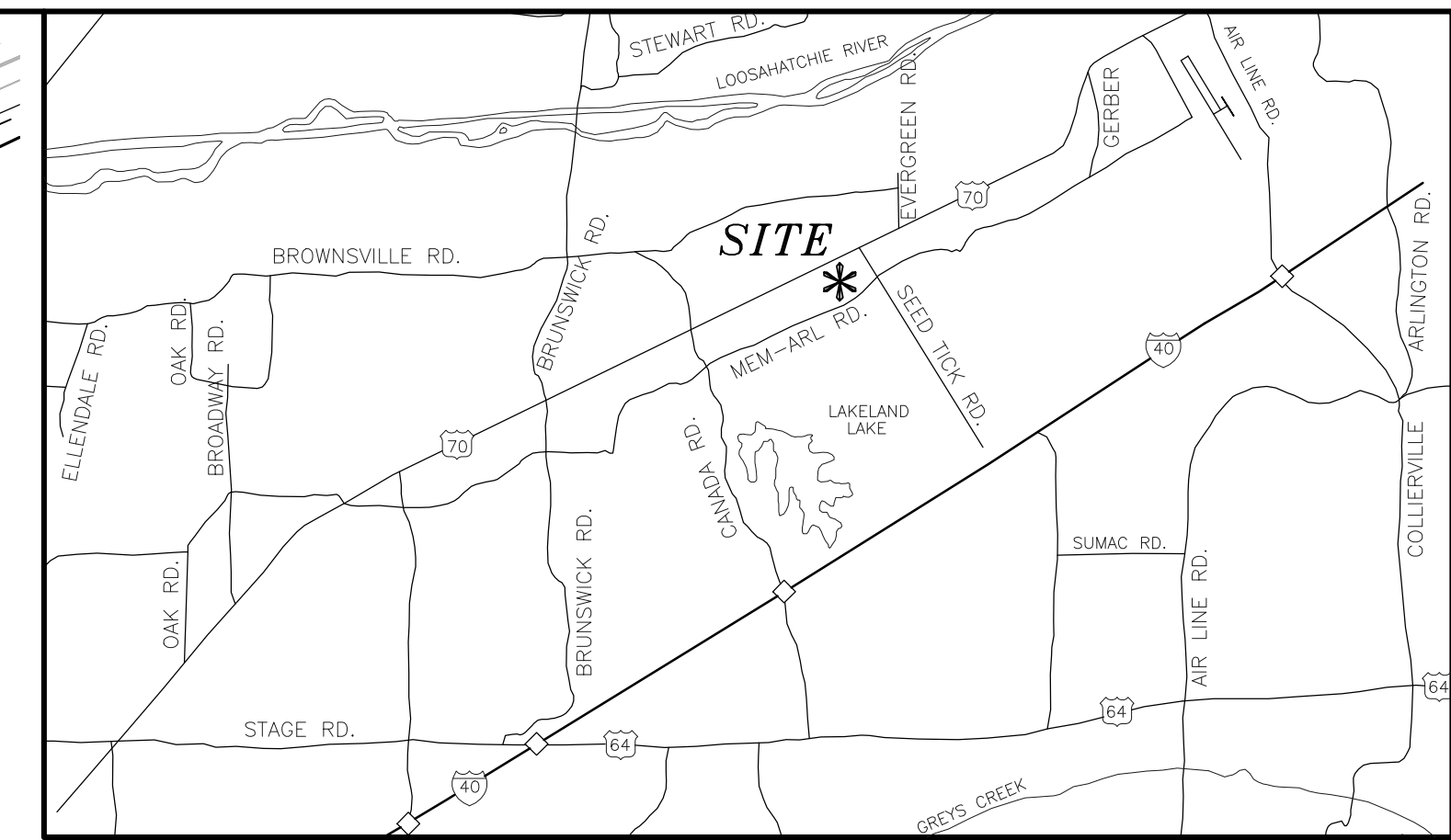
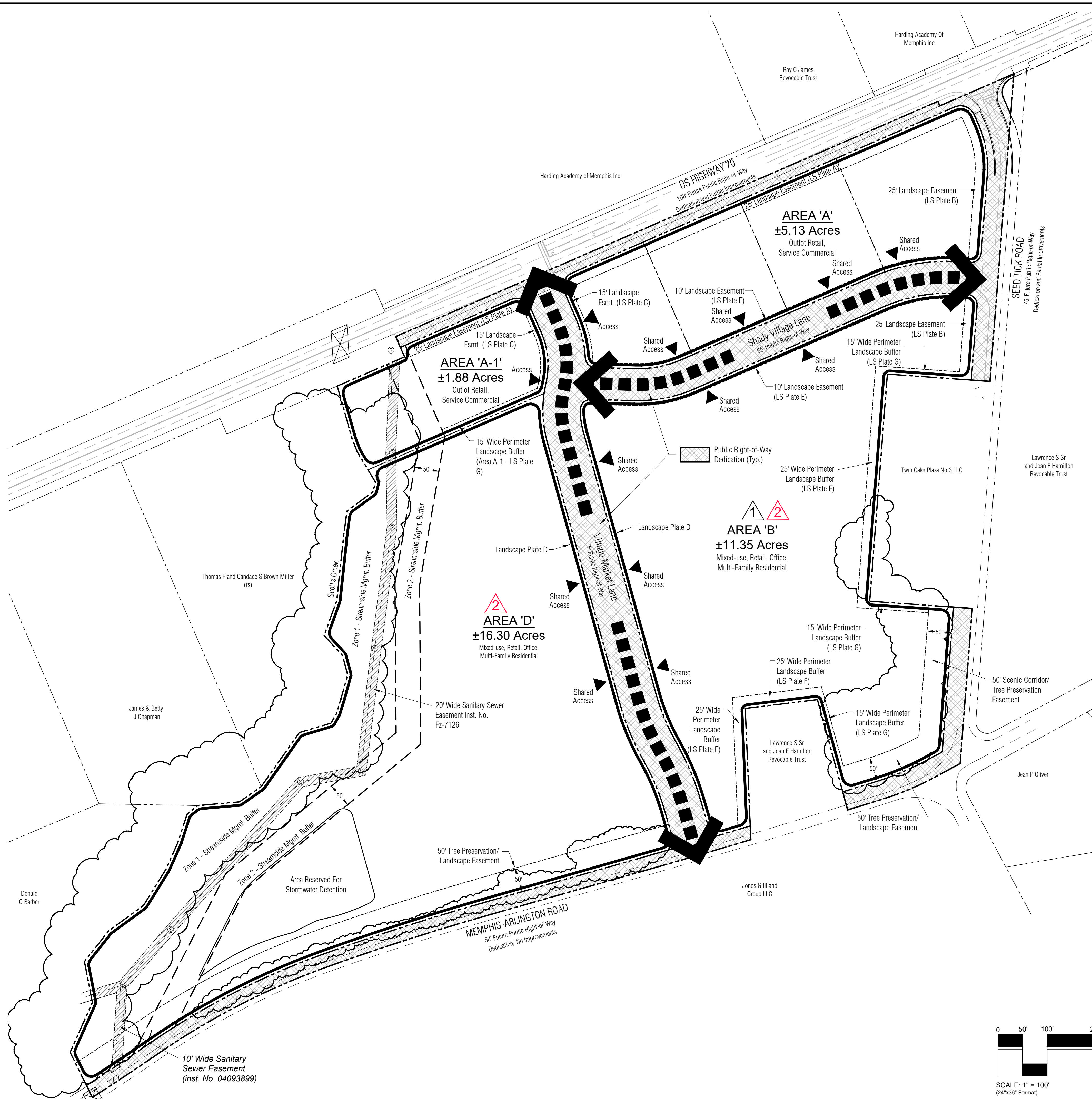
This amendment requested is in immediate response to the lack of market demand for townhouse residential units along the US Highway 70 corridor. Upon approval of this request, the total unit count for the overall development will increase from 289 permissible units to a maximum 310 permissible units across the 40.71-acre mixed-use development, the equivalent of 7.6 dwelling units per acre (DU/AC). By comparison, the resulting density remains comparable to the permissible density allowed within the City's R2 Suburban Cottage, single-family residential district and well below the 12 DU/AC density allowed in the City's RM2 Multifamily Residential District.

In support of this request please find enclosed a redlined copy of the amended Outline Plan and General Plan illustrating the proposed modifications. If you need any additional information, please do not hesitate to contact me. Thank you for your consideration.

Respectfully,



Cory Brady, PLA, AICP
Integrated Land Solutions, pllc



This property is not located in a Special Flood Hazard Area per Flood Insurance Rate Map, 47157C0215G, Community Panel No. 470402 0215 G, Effective Date, February 6, 2013.

2

February 12, 2026

OUTLINE PLAN AMENDED (DRAFT AMENDMENT)

LAKELAND COMMONS

PLANNED MIXED USE DEVELOPMENT

landscape architecture
planning

ils

INTEGRATED LAND SOLUTIONS, PLLC
9967 Bentwood Creek Cv., Collierville, TN 38017
901.493.6996 corybrady@gmail.com

Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111

0

50'

100'

200'

SCALE: 1" = 100'
(24"x36" Format)

NORTH

Sheet 1 of 7

Page 46 of 148

LAKELAND COMMONS
A PLANNED MIXED USE DEVELOPMENT

I. GENERAL STATEMENT AND INTENT

Lakeland Commons is a 40.7-acre planned, mixed-use development located at southwest corner of U.S. Highway 70 and Seed Tick Road. Formally approved in August of 2011, the Lakeland Commons PMUD is amended to better reflect current development trends and provide a town center environment in the City's geographic center. This planned development offers Lakeland residents a variety of community oriented commercial services with vertically integrated office and multi-family residential uses throughout.

The subject property is appropriately zoned C-2 Regional Commercial to allow a "Residential Support Center" as defined and recommended by the City's Comprehensive Land Use Plan.

The intent of this planned development is to establish clear zoning entitlement and bulk regulations which will govern the incremental development of the property while promoting a unified design theme that is both respectful of the surrounding neighborhood and responsive to the needs of the district.

This Outline Plan shall serve as a diagrammatic illustration graphically delineating the land use distribution, public road hierarchy, regulatory buffers, streetscapes and landscape easements, etc. described and provisioned herein. The General Development Plan shall serve as a conceptual master plan illustrating a hypothetical implementation of these development conditions and distribution of the uses permitted herein.

II. SURVEYORS DESCRIPTION

Description of the Lakeland Commons, LP property recorded at Instrument Nos. 06097948 and 06097949 in Lakeland, Shelby County, Tennessee:

Beginning at a found cotton picker spindle at the intersection of the centerline of existing pavement of Memphis-Arlington Road and Seed Tick Road, said point being the southeast corner of the Lakeland Commons LP property recorded at Instrument No 06097949; thence in a southwesterly direction with the centerline of existing pavement of said Memphis-Arlington Road the following calls: south 61 degrees 32 minutes 24 seconds west, 57.52 feet to a point of curvature; along a curve to the right having a radius of 597.50 feet, a delta angle of 11 degrees 15 minutes 35 seconds, chord = south 67 degrees 10 minutes 11 seconds west - 117.23 feet, an arc length of 117.42 feet to a point of tangency; south 72 degrees 47 minutes 59 seconds west, 72.98 feet to a found pk nail in the east line of the Lawrence S. Hamilton, Sr. and Joan E Hamilton Revocable Trust property recorded at Instrument No. 17087371; thence north 15 degrees 20 minutes 45 seconds west with the east line of said property recorded at Instrument No. 17087371, 232.47 feet to a found rebar; thence south 83 degrees 03 minutes 31 seconds west with the north line of said property recorded at Instrument No. 17087371, 147.46 feet to a found rebar; thence south 02 degrees 23 minutes 36 seconds east with the west line of said property recorded at Instrument No. 17087371, 266.91 feet to a found pk nail in the centerline of existing pavement of the aforesaid Memphis-Arlington Road; thence in a southwesterly direction with the centerline of said Memphis-Arlington Road the following calls: along a curve to the right having a radius of 14,443.60 feet, delta angle of 00 degrees 47 minutes 22 seconds, chord = south 73 degrees 41 minutes 53 seconds west - 198.98 feet, an arc length of 198.98 feet to a point of tangency; south 74 degrees 05 minutes 34 seconds west, 357.75 feet to a point of curvature; along a curve to the left having a radius of 5163.00 feet, delta angle of 03 degrees 44 minutes 28 seconds, chord = south 72 degrees 13 minutes 20 seconds west - 337.07 feet, an arc length of 337.13 feet to a point of compound curvature; along a curve to the left having a radius of 1500.00 feet, delta angle of 14 degrees 55 minutes 32 seconds, chord = south 62 degrees 53 minutes 19 seconds west - 389.65 feet, an arc length of 390.75 feet to a point of reverse curvature; along a curve to the right having a radius of 5127.00 feet, delta angle of 01 degrees 48 minutes 03 seconds, chord = south 56 degrees 19 minutes 35 seconds west - 161.14 feet, an arc length of 161.14 feet to a found pk nail in a bridge and being in the centerline of Scotts Creek; thence northwardly with the centerline of said Scotts Creek the following calls: north 26 degrees 11 minutes 49 seconds west, 102.15 feet; north 24 degrees 00 minutes 16 seconds east, 111.04 feet; north 11 degrees 06 minutes 38 seconds west, 84.36 feet; north 38 degrees 15 minutes 18 seconds east, 79.45 feet; north 53 degrees 45 minutes 39 seconds east, 87.89 feet; north 31 degrees 45 minutes 37 seconds east, 86.80 feet; north 23 degrees 57 minutes 28 seconds east, 58.77 feet; north 18 degrees 02 minutes 28 seconds east, 60.92 feet; north 51 degrees 26 minutes 20 seconds east, 27.94 feet; north 84 degrees 57 minutes 08 seconds east, 84.96 feet; north 54 degrees 53 minutes 24 seconds east, 53.84 feet; north 35 degrees 11 minutes 40 seconds east, 134.45 feet; north 73 degrees 25 minutes 06 seconds east, 67.28 feet; north 29 degrees 09 minutes 20 seconds east, 21.73 feet; north 17 degrees 06 minutes 54 seconds east, 30.57 feet; north 15 degrees 40 minutes 26 seconds east, 51.57 feet; north 14 degrees 43 minutes 29 seconds east, 40.75 feet; north 42 degrees 39 minutes 21 seconds west, 55.17 feet; north 19 degrees 48 minutes 47 seconds east, 75.31 feet; north 06 degrees 06 minutes 02 seconds east, 133.84 feet; north 07 degrees 36 minutes 28 seconds east, 49.80 feet; north 53 degrees 53 minutes 05 seconds east, 65.16 feet; north 14 degrees 45 minutes 00 seconds east, 20.53 feet; north 30 degrees 50 minutes 26 seconds west, 73.48 feet; north 20 degrees 56 minutes 51 seconds west, 27.63 feet; north 15 degrees 44 minutes 48 seconds west, 110.59 feet to a point in the south right-of-way line of U.S. Highway No. 70 (R.O.W. varies) (75' from centerline); thence northeasterly with the south right-of-way line of said U.S. Highway No. 70 the following calls: north 66 degrees 32 minutes 11 seconds east, 148.91 feet to found rebar; north 23 degrees 27 minutes 49 seconds west, 45.00 feet found rebar (30' from centerline); north 66 degrees 32 minutes 11 seconds east, 1200.00 feet to found rebar; south 23 degrees 27 minutes 49 seconds east, 10.00 feet to found rebar (40' from centerline); north 66 degrees 32 minutes 11 seconds east, 164.16 feet to a found cotton picker spindle in the centerline of existing pavement of the aforesaid Seed Tick Road; thence south 04 degrees 27 minutes 29 seconds west with the centerline of existing pavement of said Seed Tick Road, 626.87 feet to a found cotton picker spindle in the north line of the James E. Dempsey, Sr. and wife, Marilyn Dempsey property recorded at Instrument No. 07185202, 208.75 feet to a found rebar; thence south 04 degrees 27 minutes 29 seconds west with the west line of said property recorded at Instrument No. 07185202, 462.75 feet to a found rebar; thence south 85 degrees 58 minutes 13 seconds east with the south line of said property recorded at Instrument No. 07185202, 208.75 feet to a found cotton picker spindle in the centerline of existing pavement of said Seed Tick Road; thence south 04 degrees 27 minutes 29 seconds west with the centerline of existing pavement of said Seed Tick Road, 315.96 feet to the point of beginning and containing 40.713 acres of land, more or less.

III. LAND USE

A. These planned development conditions are based substantially upon the City of Lakeland's Land Development Regulations as adopted at the time of this planned development's approval. Where conflicts exist, the conditions herein shall apply. Where these conditions are silent upon a particular provision, the City of Lakeland Land Development Regulations shall apply.

B. The Zoning District Classifications, their descriptions and definitions, outlined in §III.1 of the Lakeland Land Development Regulations apply as modified herein.

C. The following Zoning District Classifications shall be permitted in the Areas designated in the Permitted Zoning Classification Table, III.D below.

D. PERMITTED ZONING CLASSIFICATION TABLE
(Refer to The Outline Plan for Area designations)
X = Permitted, Blank = Not Permitted

ZONING CLASSIFICATION	AREA A	AREA A-1	AREA B	AREA D
Mixed Use and Commercial Districts				
(NC) Neighborhood Commercial District	X	X	X	X
(C1) Community Commercial District	X	X	X	X
(C2) Regional Commercial District	X	X		
Office Districts:				
(NO) Neighborhood Office District			X	X
(O) Office District			X	
Residential Districts				
(R6) Attached District			X	X
(R7) Mult-Family District			X	X

- E. Permitted Principal Uses.
- The Use Classifications (Retail, Office, etc.), their descriptions and definitions, outlined in §III.2 of the Lakeland Land Development Regulations apply as modified herein. Refer to the Permitted Use Table, III.F herein for Principal Uses and Area designations.
 - Any Use listed in the Permitted Use Table, III.F herein that is not defined by Lakeland's Development Regulations shall be defined herein.
 - Any Use that is not specifically listed and that does not meet the criteria in the category description of Lakeland's Land Development Regulations, the Planning Director, or designee shall interpret the Use as inappropriate; this Use shall only be permitted through amendment of these Land Development Regulations.
 - The Open Space definitions and regulations outlined in §III.4, Section 4 of the Lakeland Land Development Regulations SHALL NOT apply. Greenspace shall be regulated by the bulk regulations and landscape regulations outlined herein.
 - The "Upper Story" Use limitations specified in §III.2.L-2 of the Lakeland Land Development Regulations SHALL NOT apply. Vertical integration is permitted as specified herein. Refer to §IV.C herein.
 - The Development Standards regulations specified in §III.2.L-3 and §III.2.M of the Lakeland Land Development Regulations SHALL NOT apply. Development Standards are specified herein.

- E. Permitted Principal Uses. (Continued)
- The individual conditions specified for any Use listed on Table 2.L-1 of the Lakeland Land Development Regulations as a Conditional Use SHALL APPLY. The PROCEDURAL regulations specified in §1.4.N of the Lakeland Land Development Regulations SHALL NOT apply.
 - The Open Space definitions and regulations outlined in §III.4 of the Lakeland Land Development Regulations SHALL NOT apply. Greenspace shall be regulated by the bulk regulations and landscape regulations outline herein.
 - Streamside Management Buffer. Land uses shall be in accordance with the City of Lakeland Streamside Management Regulations.

F. PERMITTED USE TABLE

(Refer to The Outline Plan for Area designations)

X = Permitted, Blank = Not Permitted

PRINICIPAL USE	AREA A	AREA A-1	AREA B	AREA D
Single-Family Attached Residential			X	X
Multi-Family Residential			X	X
Neighborhood Assembly			X	X
Police/Fire Station	X	X	X	X
Post Office	X	X	X	X
Neighborhood Retail				
Antique Shop	X	X	X	X
Apparel & Accessory Store	X	X	X	X
Art & Education Supplies	X	X	X	X
Bakery	X	X	X	X
Bicycle Sales & Repair	X	X	X	X
Book, Magazine, Newspaper Store	X	X	X	X
Camera and Photo Supply Store	X	X	X	X
Collectable Items			X	X
China and Glassware Shop			X	X
Convenience Store (No Fuel Sales)	X	X	X	X
Convenience Store w/Automotive Fuel Sales	X	X	X	
Drug Store/Pharmacy	X	X	X	X
Fabric & Craft Store	X	X	X	X
Florist	X	X	X	X
Grocery Store	X	X	X	X
Hardware Store	X	X	X	X
Jewelry Sales and Repair	X	X	X	X
Luggage and Leather Goods	X	X	X	X
Specialty Food Market	X	X	X	X
Music Store	X	X	X	X
Office Supply	X	X	X	X
Optical Goods Shop	X	X	X	X
Party Supply Shop	X	X	X	X
Pet Shop	X	X	X	X
Tobacco Sales	X	X	X	X
Sporting Goods Sales (No Rental)	X	X	X	X
Stationary and Paper Store	X	X	X	X
Toy Shop	X	X	X	X
General Retail				
Appliance and Electronic Sales and Service	X	X	X	X
Computer Software Sales and Leasing	X	X	X	X
Department Store	X	X	X	X
Home Furnishings and Accessories	X	X	X	X
Musical Instrument Repair and Sales	X	X	X	X
Vehicle Supply Shop	X	X		
Convenience Store w/Automotive Fuel Sales	X	X	X	
Liquor Store	X	X	X	X
Firearms Dealer			X	X
Neighborhood Personal Services				
Bank	X	X	X	X
Barbor Shop, Beauty Salon, Spa	X	X	X	X
Dry Cleaning and Laundry	X	X	X	X
Eating and Drinking Establishments	X	X	X	
Pet Grooming (No Boarding)	X	X	X	X
Photocopying/Printing	X	X	X	X
Photography Studio/Supplies	X	X	X	X
Shoe Repair	X	X	X	X
Tailor/Seamstress	X	X	X	X
Tanning Salon	X	X	X	X
Travel Agency	X	X	X	X
Child Day Care	X	X	X	X
Amphitheatre			X	
Neighborhood Office				
Architecture/Engineering/Design			X	X
Business Consulting			X	X
Computer Programming/Support			X	X
Educational Services			X	X
Financial and Insurance			X	X
Governmental Offices			X	X
Neighborhood Office				
Law Firm			X	X
Management Services			X	X
Licensed Massage Therapy			X	X
Medical and Dental without Labratory			X	X
PR and Advertising			X	X
Real Estate			X	X
Veterenarian			X	X
General Office			X	X
Craftsman Use				
Bakery, Commercial	X	X	X	X
Furniture and Fixtures			X	X
Leather Products			X	X
Miscellaneous Repair			X	X
Pottery and Related Products			X	X
Sign and Letter Shop			X	X
Small Goods			X	X
Wireless Transmission Facilities			X	X
PRINICIPAL USE	AREA A	AREA A-1	AREA B	AREA D

G. Use Definitions and Provisions

- Single-Family Attached Residential. A Single-Family Dwelling Unit located horizontally adjacent to another Single Family Dwelling Unit that share common wall(s).
- Multi-Family Residential. Two (2) or more Dwelling Units located in the Principal Structure of a Lot in which the units may or may not share a common wall with the adjacent (horizontally or vertically) unit(s) or have individual entrances from the outside.
- Neighborhood Assembly. A Use that occupies a structure less than 10,000 square feet in size that has organized services, meetings, or programs to benefit, educate, entertain, or promote discourse amongst the residents of the community in a public or private setting. Assembly includes such Uses as a community center, house of worship, and private clubs and lodges.
- Police and Fire. A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included.
- Post Office. A publicly accessed facility for the collection and distribution of mail and packages and the selling of supplies and mail related products.
- Neighborhood Retail. A Use that involves the selling of goods or merchandise to the general public for personal or household consumption to residents in adjacent neighborhoods. A Use in this category occupies an area of less than 5,000 square feet.
- General Retail. A retail Use involving the sale of goods or merchandise to residents living in the community. A Use in this category occupies an area between 5,000 and 30,000 square feet.
- Large Scale Retail. A retail Use involving the large Scale sale of goods to residents living within the region. It is almost exclusively accessed by automobile and therefore additional consideration shall be given to parking and traffic issues when developing this Use. The goods or merchandise sold may be of the same type or a variety of types as General Retail and occupy a space greater than 30,000 and less than 75,000 square feet.
- Convenience Store with Automotive Fuel Sales shall be defined has a retail establishment offering indoor sales of convenience merchandise and outdoor automotive fuel dispensaries. Convenience Stores with Automotive Fuel Sales may be attached to neighborhood or general retail buildings.
 - Only one (1) Convenience Store with Automotive Fuel Sales shall be permitted within Lakeland Commons Planned development.
 - Permitted at public street intersections only.
 - Development Standards are specified herein.
- Liquor Stores. A retail Use that sells alcoholic beverages solely for off-premise consumption and regulated pursuant to Title 57 of the Tennessee Code Annotated (TCA). For the purposes of this definition, alcoholic beverage means any beverage that contains more than five (5) percent alcohol content by weight as defined in TCA.
 - Only one (1) liquor store shall be permitted within the Lakeland Commons Planned Development.
 - No liquor store shall be located within 500' of any church or school.
 - The retail sale of alcoholic beverages shall be permissible in accordance with Tennessee State Law §57-3.
 - Grocery Stores are exempt in accordance with Chapter 3, Section 8 of the Lakeland Municipal Code and Tennessee State Law Title 57, Chapter 3.
- Firearms Dealer. A retail Use involving the sale of Firearms or Ammunition and occupying a space no greater than 10,000 square feet.
- Neighborhood Personal Services. A Uses that provide patrons services and limited retail products related to residents in adjacent neighborhoods. A Use in this category occupies less than 5,000 square feet.
- Child Care. A licensed facility that provides for the care of children under seventeen (17) years of age for twelve (12) hours or less per day without a transfer of custody.
- Amphitheatre. An open circular or oval structure with a central space surrounded by tiers of seats for spectators, for the presentation of theatrical events, events concerts, presentations, etc.
- Neighborhood Office. A Use for businesses that involve the transaction of affairs of a profession, service, industry, or government. Patrons of these businesses usually have set appointments or meeting times; the businesses do not rely on walk-in customers. Typically occupies less than 5,000 square feet and involves twenty (20) or fewer employees at a given location.
- General Office. An office Use that typically occupies more than 5,000 square feet and more than twenty (20) employees at a given location.
- Craftsman Use. A Use that involves the small Scale production or assemblage of goods resulting in little to no by-products, non-noxious or noxious. It includes a showroom or retail store to showcase or sell the goods produced on-site.
- Wireless Transmission Facilities. Use shall be defined and regulated by City of Lakeland Ordinances #14-217 and #19-271 amending §III.14 of the Lakeland Land Development Regulations regarding wireless transmission towers and facilities.

H. Prohibited Uses, ALL AREAS:

Single Family Detached Residential, Bed and Breakfast, Large Scale Retail, Warehouse Retail, Outdoor Sales Lot, Cemetery, Outdoor Kennels, Sexually Oriented Businesses, Cemetery, Hotel/Motel, General Assembly, Independent, Assisted Living, and Nursing Home, Hospice, Pawn Shop, Title Loan, Payday Lender, Check Cashing Operations, Tattoo/Piercing Parlor, Funeral Home.

I. Permitted Accessory Uses and Structures:

- Accessory Uses and Structures permitted within the C1, O, R6 and R7 Zoning Districts as defined and regulated by §III.2.N-O of the Lakeland Land Development Regulations shall be permitted as modified herein. Where conflicts exist, these regulations shall govern.
- The Development Standards specified in §III.2.P-Q of the Lakeland Land Development Regulations for Uses within the C-1, O, and R-7 Zoning Districts SHALL APPLY as modified herein. Where conflicts exist, these regulations shall govern.
- Outdoor Storage shall be permitted as an Accessory Use in accordance with §III.2.Q.2.J of the Lakeland Land Development Regulations.
- Animal Boarding shall be permitted as an accessory to veterinarian clinics only. External/Outdoor facilities and/or dog runs are PROHIBITED.
- Dog Parks shall be permitted as an Accessory Use within common areas only.

IV. BULK REGULATIONS

(Refer to the Outline Plan for area identification):

A. Areas A and A-1: Outlot Retail/Service Commercial

Building Setbacks:	
US Highway 70:	50 feet
Village Market Lane:	25 feet
Shady Village Lane:	20 feet
Seed Tick Road:	40 feet
Side Yard Setback:	*None/20 feet (Area A-1 Only)
Rear Yard Setback:	*None/15 feet (Area A-1 Only)
* None where lot adjoins Streamside Management Buffer (SMB)	

Minimum Lot Size:	N/A
Minimum Lot Width:	N/A
Maximum Building Height:	35 feet
Maximum Floor Area Ratio:	0.20
Maximum Impervious Area:	75%

B. Areas B and D: Mixed Use

Building Setbacks:	
Village Market Lane:	None/9 feet*
Shady Village Lane:	10 feet
Memphis-Arlington Road:	50 feet
Seed Tick Road:	40/50 feet**
Private Drive:	8 feet
Side Yard Setback:	20 feet
Rear Yard Setback:	None***
* None where balconies and/or other building appendages exist. Primary building facade shall be setback a minimum 9 feet from the right-of-way line.	
** 50 feet where regulated by the Scenic Corridor Regulations	
*** Where regulated by Streamside Management Buffer	

IV. BULK REGULATIONS (continued)

(Refer to the Outline Plan for area identification):

B. Areas B and D: Mixed Use (continued)

Minimum Lot Size:	N/A
Minimum Lot Width:	N/A
Mininum Building Separation:	20 feet
Maximum Building Height:	48 feet
Maximum Floor Area Ratio:	.50 FAR
Maximum Single Use Bldg Size or Tenant:	30,000 SF
Maximum Number of Residential Units:	289 Units
Maximum Impervious Area:	75%

Vertical Integration and Use Distribution:

- Retail Uses restricted to 1st floor only;
- Office Uses permitted on all floors;
- Multifamily Residential Uses permitted on all floors.

C. Parking Requirements: (All Areas)

Parking shall be in accordance with §III.6 of the Lakeland Land Development Regulations except where otherwise noted or modified herein.

- Commercial Parking:
 - Useable Floor Area for Computing Parking, Commercial Building: 75% of gross square of floor area.
 - Maximum Permitted Parking: 4.5 spaces/1000 useable floor area.
 - Actual parking count shall be determined by use distribution.
- Office Parking Requirement:
 - Useable Floor Area for Computing Parking, Office: 80% of gross building area.
 - Useable Floor Area for Computing Parking, Medical Office: 85% of gross building area.
 - Maximum Permitted Parking: 4.5 spaces/ 1000 useable SF.
 - Actual parking count shall be determined by use distribution.
- Multifamily Residential Parking:
 - Maximum Permitted Parking: 1.5 spaces/ Unit.
 - Parking distribution shall be permitted as generally illustrated on the General Development Plan and as specified herein:
 - Open Storage, Refuse Areas, and Utility Appurtenances. All Areas.
 - Location of Open Storage, Refuse Areas, and Utility Appurtenances shall be in accordance with §III.5.M of the Lakeland Land Development Regulations.
- Loading Berths. All Areas.

Loading Berths shall be provided in accordance with the §III.6.D of the Lakeland Land Development Regulations.

V. PUBLIC ROADS, VEHICULAR ACCESS, AND PEDESTRIAN CIRCULATION

(Refer to Street Sections for details)

A. PUBLIC ROADS

- All public roads shall comply will all governing regulations where applicable.
- U.S. Highway 70: Existing Right-of-Way Varies.
 - Dedicate 54' from centerline, or as required to provide one half of a 108' public right-of-way;
 - Improve to provide a center turn lane, two (2) east bound travel lanes, improved shoulder, and rural drainage swale in accordance with TDOT standards.
- Memphis-Arlington Road: Existing Right-of Way is prescriptive
 - Dedicate 27' from centerline or as required to provide one half of a 54' public right-of-way;
 - No further improvements are proposed or required.
- Seed Tick Road, north of the Twin Oaks Plaza No 3 LLC Property: Existing Right-of-Way is prescriptive.
 - Dedicate 34' from centerline, or as required to provide one half of a 68' public right-of-way;
 - Improve to provide a 48' urban cross section with sidewalk and improved intersection geometry at U.S. Highway 70 in accordance with City of Lakeland Standards.
- Seed Tick Road, south of the Twin Oaks Plaza No 3 LLC Property: Existing Right-of-Way is prescriptive.
 - Dedicate 34' from centerline, or as required to provide one half of a 68' public right-of-way;
 - No further improvements are proposed or required.
- Village Market Lane, north of Shady Village Lane: Proposed North/South Collector Road.
 - Dedicate a 76' public right-of-way;
 - Improve to provide a four lane, 48' wide public collector road with striped median and designated turn lanes;
 - On-street parking PROHIBITED;
 - Sidewalks shall be constructed concurrently with adjacent lot development.
- Village Market Lane, south of Shady Village Lane: Proposed North/South Collector Road.
 - Dedicate a 76' public right-of-way;
 - Improve to provide a two lane, 43' wide urban cross section;
 - On-street parking permitted;
 - Sidewalks shall be constructed concurrently with adjacent lot development.
- Shady Village Lane: Proposed East/West Collector Road.
 - Dedication a 65' public right-of-way;
 - Improve to provide a two lane, 36' wide urban cross section;
 - On-street parking permitted;
 - Sidewalks shall be constructed concurrently with adjacent lot development.

February 12, 2026

OUTLINE PLAN AMENDED

LAKELAND COMMONS

PLANNED MIXED USE DEVELOPMENT



Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111

B. VEHICULAR ACCESS

1. All internal drives shall be private, designed in accordance with the City of Lakeland engineering standards, and subject to approval by the Lakeland City Engineer and Shelby County Fire Department.
2. All internal, private drives shall be owned and maintained by a Property Owners' Association with shared access easements conveyed unless otherwise dedicated to the City of Lakeland.
3. Shared Driveways. The number of access drives and private street intersections with public streets shall be minimized by the use of shared driveways with adjoining lots where feasible. The Property Owner's Association Architectural Review Committee shall require shared driveways as a condition of land division, development review, or site design review, as applicable, for traffic safety and access management purposes in accordance with the following standards:
 - a. Shared driveways and frontage streets may be required to consolidate access onto the collector street. When shared driveways or frontage streets are required, they shall be stubbed to adjacent developable parcels to indicate future extension. "Stub" means that a driveway or street temporarily ends at the property line, but may be extended in the future as the adjacent parcel develops. "Developable" means that a parcel is either vacant or it is likely to receive additional development.
 - b. Access easements shall be recorded for all shared driveways, including pathways, at the time of final plat approval.
 - c. Exception. Shared driveways are not required when existing development patterns or physical constraints (e.g., topography, parcel configuration, and similar conditions) prevent consolidation of access points to public streets.
 - d. Cross Access. Cross access is encouraged, and may be required, between contiguous sites in order to provide more direct circulation between sites and uses for pedestrians, bicyclists, and drivers.
4. US Highway 70: Vehicular access for all lots within Areas A and A-1 shall be restricted to the Village Market Lane and/or Shady Village Lane. Direct vehicular access to U.S. Highway 70 shall be PROHIBITED.
5. Memphis-Arlington Road: Vehicular access for all lots within Areas B and D shall be restricted to the Village Market Lane and/or Shadow Village Lane. Direct vehicular access to Memphis-Arlington Road shall be PROHIBITED.
6. Seed Tick Road: One (1) point of access shall be permitted along Seed Tick Road in the general location illustrated on the Outline Plan.
7. Village Market Lane:
 - a. Area A: One (1) point of vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
 - b. Area B: Three (3) points of vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
 - c. Area A-1: One (1) point of vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
 - d. Area D: Two (2) points of vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
8. Shady Village Lane:
 - a. Area A: Four (4) points of shared vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
 - b. Area A-1: Not Applicable
 - c. Area B: Two (2) points of shared vehicular access shall be permitted along Village Market Lane in the general location illustrated on the Outline Plan.
 - d. Area D: Not Applicable

C. PEDESTRIAN CIRCULATION

1. No sidewalks shall be required or constructed along US Highway 70, Memphis-Arlington Road, or Seed Tick Road south of the Twin Oaks Plaza No3 property. A 5' wide pedestrian easement shall be conveyed for future sidewalk connections, if desired and constructed by the City of Lakeland.
2. Concrete sidewalks, a minimum 5' wide, shall be constructed along each side of Village Market Lane and Shady Village Lane. Sidewalks shall be constructed concurrently with each incremental phase.
3. All internal lots shall have pedestrian interconnectivity. Sidewalks shall be constructed concurrently with each incremental phase.
4. A 10' wide, public multi-use, asphalt trail shall be constructed in Phase 1, within Area D as generally illustrated on the General Development Plan with final alignment to be determined with detailed site plans. A 10' wide pedestrian easement shall be conveyed.

VII. TREE MANAGEMENT, STREET SCAPE, ORNAMENTAL LANDSCAPING, and PERIMETER BUFFERS.

A. TREE PRESERVATION AND MANAGEMENT:

1. The Lakeland Tree Management Ordinance Title 13, Chapter 4 of the Municipal Code shall govern.
2. Compliance with the Tree Management Ordinance shall be determined with the detailed site plan and construction drawing review. Tree preservation does not nullify the landscape requirements outlined herein.
3. Tree Preservation:
 - a. A fifty-foot wide (50') Scenic Corridor/Tree Preservation Easement shall be required along the east boundary, south of the Twin Oaks Plaza No 3 LLC property, along Seed Tick Road, to preserve the existing tree stand and provide a natural buffer to the adjacent single-family residential properties.
 - b. A fifty-foot wide (50') Tree Preservation/Landscape Easement shall be required along the south boundary, east of the Lawrence S Sr and Joan E Hamilton Revocable Trust property, along Seed Tick Road, to preserve the existing tree stand and provide a natural buffer to the adjacent single-family residential district.
 - c. A fifty-foot wide (50') Tree Preservation/Landscape Easement shall be required along the south boundary, west of Village Market Lane, along Memphis-Arlington Road to preserve the existing tree stand and provide a natural buffer to the adjacent single-family residential district.
 - d. All trees existing within the designated Streamside Management Buffer, with the exception of dead, diseased, dying, or invasive species, shall be preserved.

B. STREETSCAPE LANDSCAPING: (REFER TO LANDSCAPE PLATES FOR DETAILS)

7. US Highway 70 Frontage
A 25' wide landscape easement shall be required along the planned development's US Highway 70 frontage with the intent to establish a unified streetscape appearance. The following streetscape improvements shall be required:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting shall be installed at 40' o.c. or equivalent thereof;
 - b. Where parking fields are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature hedge, PLUS, one (1) ornamental tree, 2"-2.5" caliper at planting shall be installed in a random fashion at a ratio equivalent to or greater than 40' o.c. or equivalent thereof.
2. Seed Tick Road, north of the Twin Oaks Plaza No 3 LLC Property
A 25' wide landscape easement shall be required along the planned development's Seed Tick Road frontage to establish a unified streetscape appearance materially consistent with the US Highway 70 frontage and compatible with the previously approved Lakeland Meadows Planned Development "Seed Tick Road Landscape Plate 1" improvements specified. The following streetscape improvements shall be required:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting shall be installed at 40' o.c. or equivalent thereof;
 - b. Where parking fields OR private drives are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature hedge.
3. Seed Tick Road, south of the Twin Oaks Plaza No 3 LLC Property
No landscape improvements required. Refer to §VII.A.3a herein for tree preservation requirements.
4. Memphis-Arlington Road
No landscape improvements required. Refer to §VII.A.3b-c herein for tree preservation requirements.
5. Village Market Lane
 - a. Area A and Area A-1:
A 20' wide landscape easement shall be required along the planned development's Village Market Lane frontage with the intent to provide a unified streetscape materially consistent with the US Highway 70 frontage. The following streetscape improvements shall be required:
 - i. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - ii. Where parking fields OR private drives are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature edge.

B. STREETSCAPE LANDSCAPING: (Continued)

(REFER TO LANDSCAPE PLATES FOR DETAILS)

5. Village Market Lane
 - a. Area A and Area A-1:
A 20' wide landscape easement shall be required along the planned development's Village Market Lane frontage with the intent to provide a unified streetscape materially consistent with the US Highway 70 frontage. The following streetscape improvements shall be required:
 - i. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - ii. Where parking fields OR private drives are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature edge.
 - b. Area B and Area D:
All required street tree and ornamental shrubbery shall located within the Village Market Lane as generally illustrated on the General Development Plan and Street Sections for details. The following streetscape improvements shall be required:
 - i. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting shall be installed at 40' o.c. or equivalent thereof;
 - ii. Over-story trees may be substituted by under-story ornamental trees at a ratio of 3:1
 - iii. Where on-street parking is proposed, mixed ornamental shrubbery and seasonal groundcovers shall be installed incrementally in planters to segregate the vehicular and pedestrian zones;
 - iv. Where parking fields OR private drives are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature hedge.
6. Shady Village Lane
 - a. Area A and Area B:
A 10' wide landscape easement shall be required along the planned development's Shady Village Lane frontage with the intent to provide a unified streetscape materially consistent with the overall planned development while providing additional landscape buffer to the rear service areas, mechanical areas, and secondary facades of the developed out lots fronting US Highway 70. The following streetscape improvements shall be required:
 - i. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof, within the right-of-way between the sidewalk and curb;
 - ii. Where parking fields are located between the building and public right-of-way, a continuous row of evergreen shrubs, 24" height at planting, shall be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature hedge, PLUS, one (1) ornamental tree, 2"-2.5" caliper at planting shall be installed in a random fashion at a ratio equivalent to or greater than 40' o.c. or equivalent thereof.
7. Segregated Internal Private Drives
 - a. A minimum 10' wide landscape island shall be required along all internal private drives, EXCLUDING parking lot drive isles;
 - b. At a minimum, the 10' wide landscape island shall contain one of the following:
 - i. Ornamental under-story trees, 8'-10' height or 1.5" caliper at planting, installed at 20' o.c. or equivalent thereof; OR,
 - ii. Over-story deciduous shade trees, 2"-2.5" caliper at planting, installed at 40' o.c. or equivalent thereof.
 - c. Where parking fields front the segregated internal private drives, a row of evergreen shrubs, 24" height at planting, shall also be installed at 3' o.c. with the intent is to establish and maintain a continuous 42" tall mature hedge;
 - d. Where buildings, fences, walls, or other architectural feature exist in proximity to the internal private drives, the ornamental landscaping requirements shall apply.

C. ORNAMENTAL LANDSCAPING:

- The landscaping requirements outlined in §III.5 of the Lakeland Land Development Regulations shall apply as modified herein.
- a. Landscape Materials and Specifications. The landscape materials and methods specified shall be consistent and compatible throughout the development to establish a unified landscape treatment across all phases of implementation.
 - b. All ornamental landscaped areas shall be irrigated with an automated system having proper head to head coverage. Streamside Management Buffers and tree preservation areas area excluded.
 - c. All entries to developments shall be highlighted with shrubs, ground cover, and small ornamental trees in addition to the required streetscape landscaping.
 - d. Foundation Planting. Except where a commercial storefront, entryway, patio exists, buildings shall include a minimum 4-foot wide landscape area between the building foundation and any sidewalk or impervious feature. A wider landscape area is recommended for taller buildings. The building shall be softened with foundation plantings totaling a minimum of 40% of the building's perimeter with priority given to those areas visible from any public or shared drive. Where a commercial storefront, entryway, patio is visible from any public or shared drive, any combination of pots, raised planters, hanging baskets, window boxes, espalier, trellis structures or cable systems, tree pits, or tree wells, shall be provided to serve as foundation landscaping.

D. PERIMETER BUFFERS:

1. Perimeter Buffers, as specified herein, shall be installed commensurate with the associated phase of vertical (building) construction.
2. A 25-foot wide perimeter landscape buffer shall be required along the west boundary of the Twin Oaks Plaza No 3 LLC property. At a minimum, the 25-foot wide landscape buffer shall contain the following material:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - b. A double row of large evergreen, naturalized screening shrubs, 5'-6' height at planting, shall be installed between each over-story tree at 10' o.c. triangular spacing.
- c. OPTIONAL, A 6-foot tall opaque fence installed continuously along the shared boundary line.
3. A 15-foot wide perimeter landscape buffer shall be required along the north and south boundaries of the Twin Oaks Plaza No 3 LLC property. At a minimum, the 15-foot wide landscape buffer shall contain the following material:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - b. A single row of large evergreen, naturalized screening shrubs, 5'-6' height at planting, installed at 8' o.c.
- c. OPTIONAL, A 6-foot tall opaque fence installed continuously along the shared boundary line.
4. A 25-foot wide perimeter landscape buffer shall be required along the west and north boundaries of the Lawrence S Sr and Joan E Hamilton Revocable Trust property. At a minimum, the 25-foot wide landscape buffer shall contain the following material:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - b. A double row of large evergreen, naturalized screening shrubs, 5'-6' height at planting, shall be installed between each over-story tree at 10' o.c. triangular spacing.
- c. OPTIONAL, A 6-foot tall opaque fence installed continuously along the shared boundary line.
5. A 15-foot wide perimeter landscape buffer shall be required along the east boundary of the Lawrence S Sr and Joan E Hamilton Revocable Trust property. At a minimum, the 15-foot wide landscape buffer shall contain the following material:
 - a. One (1) over-story deciduous shade tree, 2"-2.5" caliper at planting, shall be installed at 40' o.c. or equivalent thereof;
 - b. A single row of large evergreen, naturalized screening shrubs, 5'-6' height at planting, installed at 8' o.c.
- c. OPTIONAL, A 6-foot tall opaque fence installed continuously along the shared boundary line.
6. Where existing, dense vegetation is preserved within the required perimeter buffer areas, meeting the minimum size requirements, is in good health, and are an acceptable species per the City's tree list may be utilized in place of the buffer planting requirement at the same spacing. Preserved vegetation may require supplementation to satisfy the requirement of the appropriate landscape buffer.
7. If any portion of the Twin Oaks Plaza No 3 LLC property or Lawrence S Sr and Joan E Hamilton Revocable Trust property develops as a Use classified as C1, C2, NO, or O prior to or concurrently with development within Area B of the Lakeland Commons; the corresponding perimeter buffer requirements shall be eliminated.

VIII. LIGHTING

Site lighting requirements shall be in accordance §III, 13 of the Lakeland Land Development Regulations.

IX. SIGNS

Signs shall be permitted in accordance with the City of Lakeland Sign Ordinance, Title 14, Chapter 4 of the City of Lakeland's Municipal Code.

X. ARCHITECTURAL STANDARDS

- A. Committee establishment. An Architectural Review Committee (ARC) shall be established. This committee or its designated architect will review all proposed structures, site plans, building elevations, landscaping and construction materials. The ARC will follow all conditions and guidelines contained in the Outline Plan when reviewing individual plans. The City of Lakeland shall use these guidelines as a reference when reviewing building permits. Interpretation of regulations is by the City of Lakeland, if there is any disagreement with the ACC, developer, or builder.
- B. Site Planning. Setbacks and/or build-to lines are enumerated in the bulk regulations for the development. The ARC reserves the right to review, revise and approve all proposed site plans. The ARC shall be subject to the Design Guidelines in this Outline Plan and other applicable City approvals and regulations. The City of Lakeland shall utilize the Outline Plan to determine compliance with these design guidelines prior to the issuance of building permits or other applicable permits.
- C. Unified Design Theme. Lakeland Commons Planned Development shall be constructed having a unified design theme. Design elements including construction materials, architecture, signage, fencing, landscaping, site furnishings and site lighting shall be of a consistent nature.
- D. Architectural Style. Building styles for this development shall be consistent throughout utilizing sympathetic architecture. All buildings shall comply with the following:
 1. Primary facades are those facades that can be seen from any public road. These facades shall incorporate mixed materials appropriate to the style. The primary material on each façade shall be a minimum of 50% brick and/or stone (exclusive of windows of doors), with secondary materials which may include, efis (above 10 feet), fiber cement panels and other cement plaster (when applied over brick).
 - a. Minimum percentage of storefront façade window area: 25%.
 - b. Minimum articulated pier distance: 50'. Recommended frequency shall be 30' to 40'.
 - c. Covered entrances and arcades are encouraged as single story transitional elements.
 - d. Window openings and awnings are strongly encouraged.
 - e. Horizontal material changes are strongly encouraged.
 - f. Raised planters and landscaping are encouraged to soften building facades.
 - g. Entrance pavilions and tower elements are encouraged to break up large format architecture.
 - h. Skylights and other forms of natural lighting are encouraged.
 2. Secondary facades are those facades that cannot be seen from a public road. Due to their decreased impact upon the public realm, the design criteria can be relaxed in the following ways:
 - a. At minimum these facades shall be composed of painted split face block.
 - b. Use of other complimentary materials is encouraged.
 - c. Service bays shall not be visible from a public way.
 3. Decorative metalwork is strongly encouraged, which may include, but is not limited to, balconies or terraces, handrails, window boxes, finials and cupolas. All exposed metalwork shall be style appropriate, in cast iron, wrought iron or copper.
- E. Building form shall respect and relate to all street frontages through incorporation of secondary door access, windows, etc. No blank walls shall be visible from any street or shared access private drive.
- F. Drive through services.

The following requirements apply:

 1. No drive through services shall be permitted within Areas B, and D as defined on the Outline Plan.
 2. No "drive-in" restaurants, i.e. restaurants where dining service is rendered in the vehicle, shall be permitted in any area of this planned development.
 3. All drive through services and queuing spaces shall be located at the side or rear of the proposed building or structure adjoining a public way.
 4. Drive through service areas shall be designed to mimic and/or blend with the architectural features of the primary façade.
 5. Drive through stacking lanes shall be minimized and integrated into the overall landscape and streetscape concept.
- G. Fuel Pumps. The placement of fuel pumps (if proposed) shall be such that the pumps are oriented to minimize their impact and exposure, and so that they are placed to be partially hidden by columns. Design shall substantially conform to the Design Guidelines attached herein and the overall architectural character of the development.
- H. Glazing. Glazing in windows and doors shall be true divided-light windows or simulated divided lite windows on all front elevations. Simulated divided lite windows shall have surface applied muntins on both their interior and exterior faces as well as a muntin bar within the glass if insulated glass is used. Retail storefront windows excluded.
- I. Roofing. Roofing, where visible within the development, shall be primarily textured architectural shingles designed to give the appearance of wooden shakes or slate and to be in similar color ranges. In limited applications, the ACC may approve the use of patinated copper roofing or tern plate, particularly for dormers, entries and other accent locations. Large pitched roof areas shall require plane breaks and roof dormers. Flat roofs shall terminate with an appropriately proportioned cornice element and screened from public view.
- J. Accent Lighting. The use of style appropriate lighting is encouraged to draw attention to building entrances and features. These lights, where used, shall be low wattage, LED, incandescent or natural gas and shall conform to the building guidelines.
- K. Screening. HVAC units, utility meters, commercial equipment, waste disposal containers, connection boxes and all like items shall be placed to the sides or rear of buildings, out of view from public ways. HVAC units may be either roof or ground mounted but must be screened from the public view, where necessary, with landscaping or approved fencing/wall. Waste disposal containers shall be screened as required in the bulk regulations, and the screens shall be of similar materials as the buildings to which they are proximate.
- L. Outbuildings. Any and all outbuildings and detached structures shall be permitted only with full review and approval by the ARC. All outbuildings must be constructed of the same building materials and detailing as the primary structure. All plans must be reviewed and approved prior to construction. Temporary, pre-fabricated, or modular outbuildings shall not be permitted.
- M. Professional Office Buildings. Office buildings (if proposed) shall be designed in compatible character with consistent architecture and materials on all sides.
- N. Convenience store with Automotive Fuel Sales. Convenience store with Automotive Fuel Sales (if proposed) shall be designed in compatible character consistent with the unified architectural appearance established with the overall planned development. The principal building and fuel canopy shall exhibit consistent materials, colors, and design features on all sides. The fuel canopy shall complement their associated buildings in scale, methods and materials and be integrated in the buildings' overall design. All signage shall comply with the City of Lakeland's Sign Ordinance.
- O. The architectural elevations provided herein are intended to convey architectural intent only and shall be considered conceptual. Final, detailed architecture shall be reviewed incrementally for general compliance with the standards outlined herein as each independent phase is proposed for development.

II. PHASING OF DEVELOPMENT/COMPLETION/EXPIRATION

Lakeland Commons will be constructed in multiple phases with a development schedule subject to actual market conditions and subject to change without notice.

Development Phasing and tentative schedule:

- Phase 1: Overall site clearing, mass grading and public infrastructure improvements.
Phase 2: Area A, C, and D development specific site improvements and vertical construction. Construction anticipated: Summer 2020
Phase 3: Area B development specific site improvements and vertical construction. Construction Anticipated Spring 2021.
Completion of all phases is anticipated with 10 years of approval subject to actual economic conditions.

IX. AMENDMENTS

Delta #1- Area B Municipal Dedications

1. The developer shall dedicate Lot 8 and Lot 9 as generally identified on the General Development Plan to the City of Lakeland for municipal uses as permitted and regulated herein. The final legal descriptions of such parcels shall be reasonably acceptable to the City and developer, and the dedication shall be set forth in the final plat recorded for Area B of the project.
2. Delta #2: The total development shall not exceed 310 units (290 apartments and 30 townhouses).



February 12, 2026

OUTLINE PLAN AMENDED (DRAFT AMENDMENT)

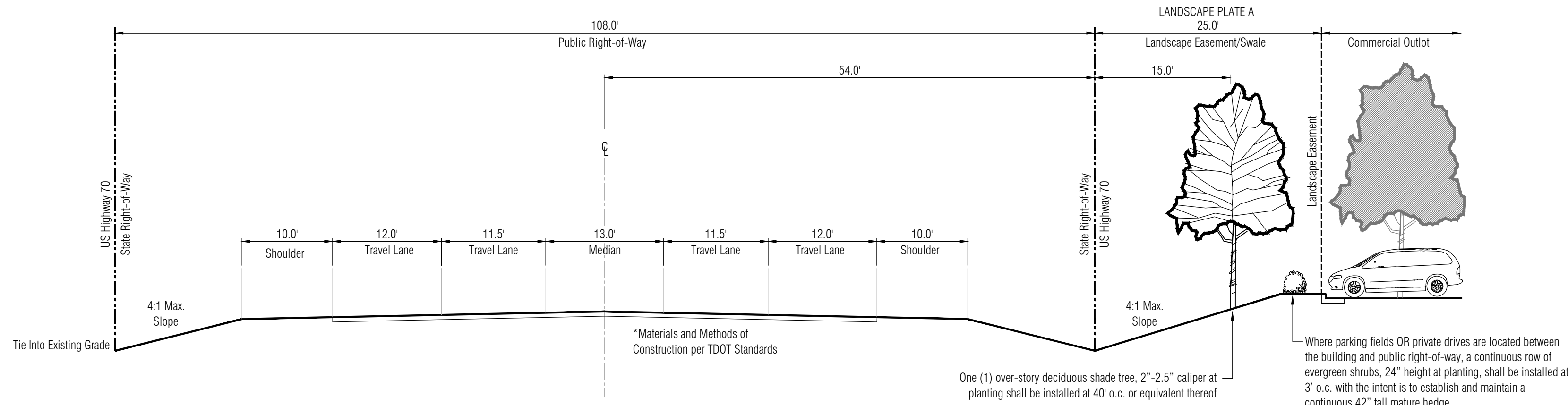
LAKELAND COMMONS

PLANNED MIXED USE DEVELOPMENT

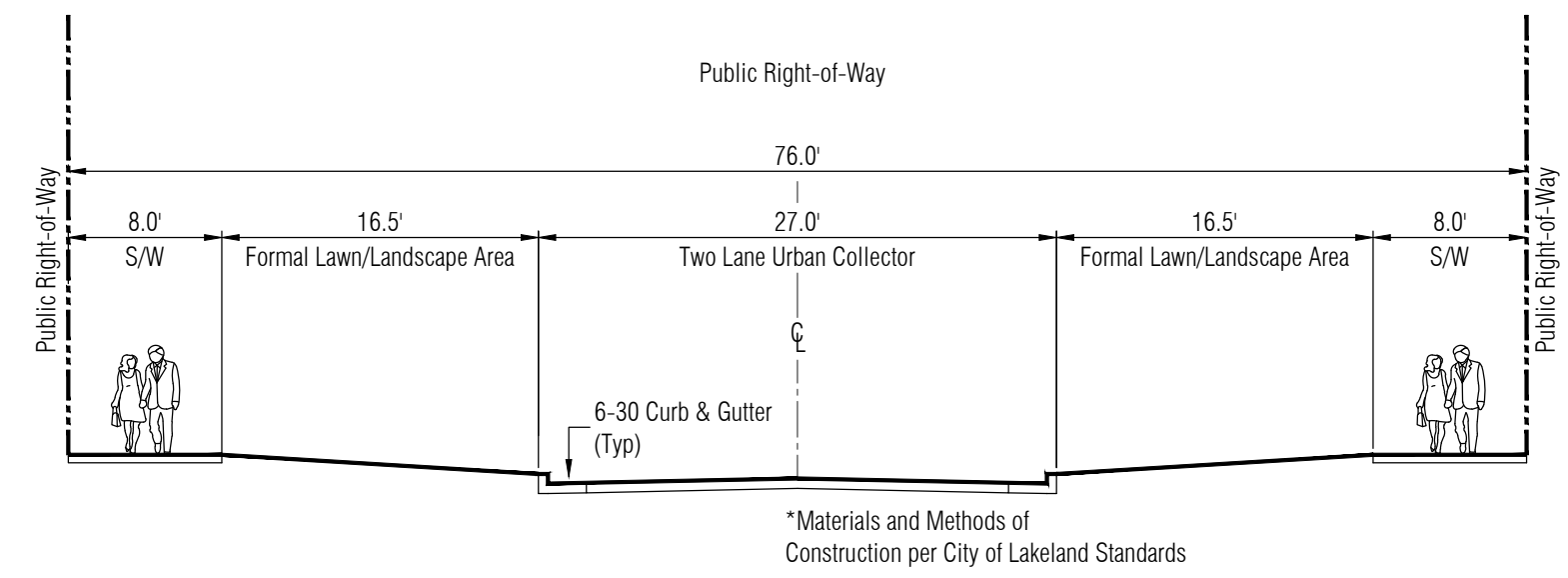


Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

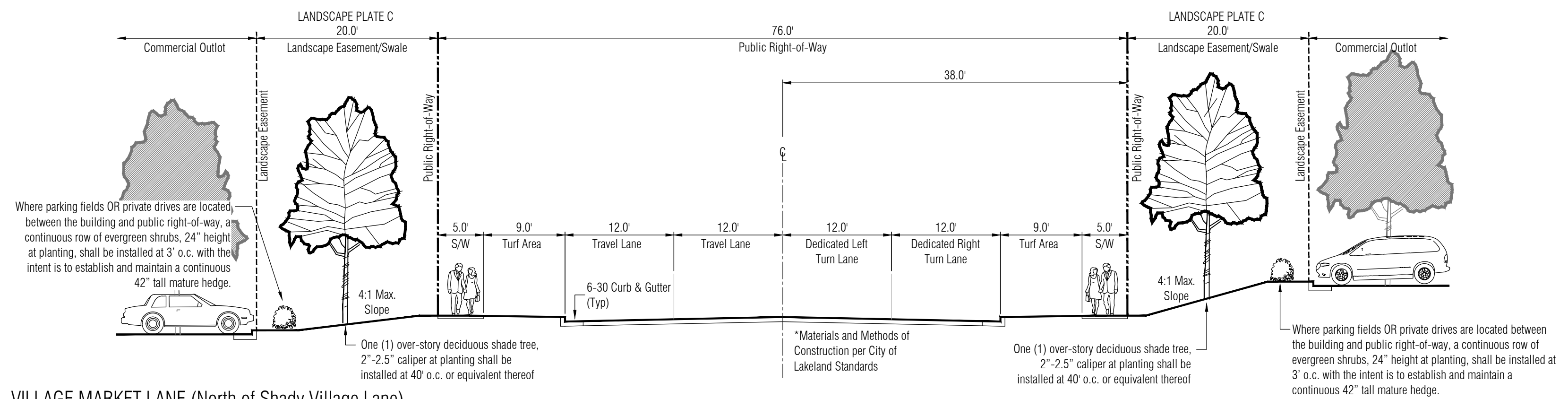
Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111



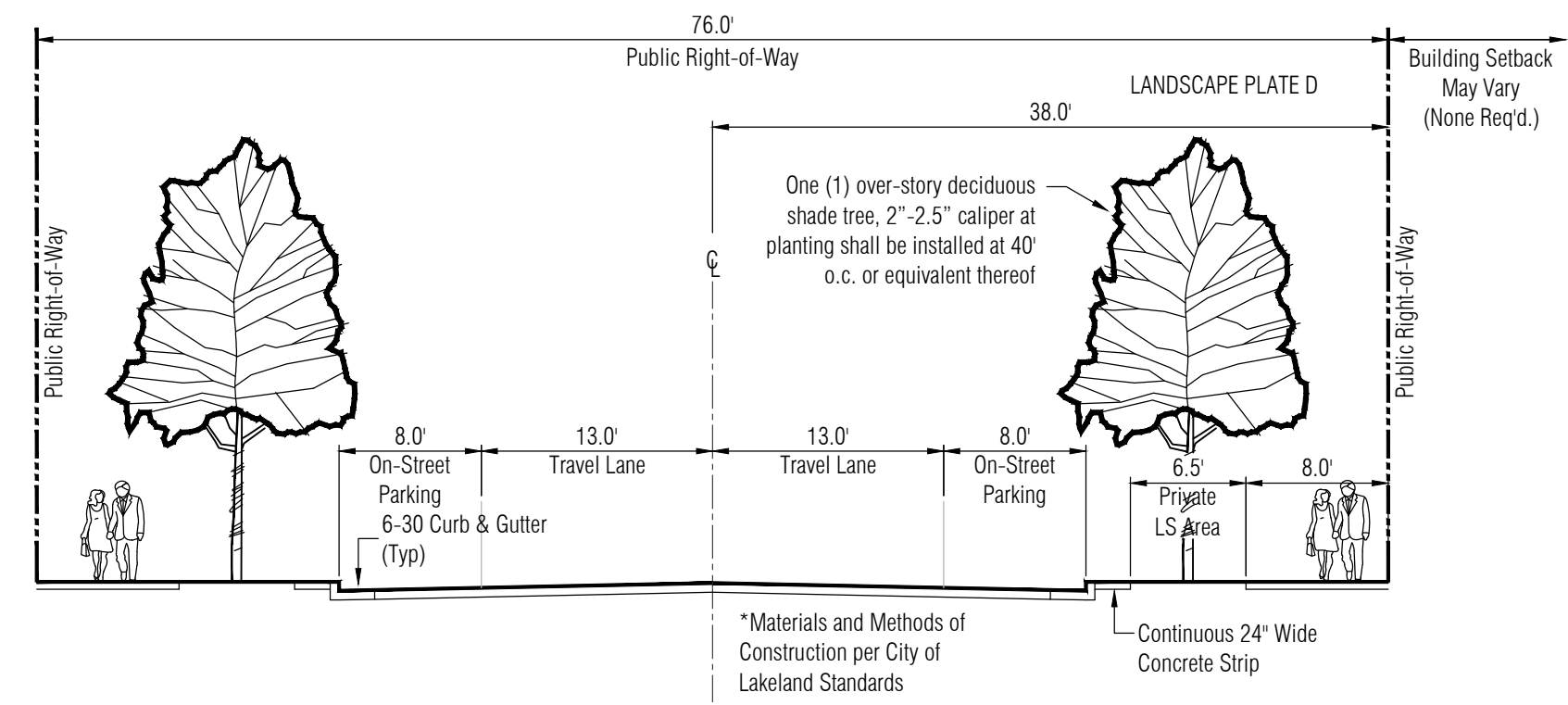
US HIGHWAY 70
T.D.O.T. Coordinated Section



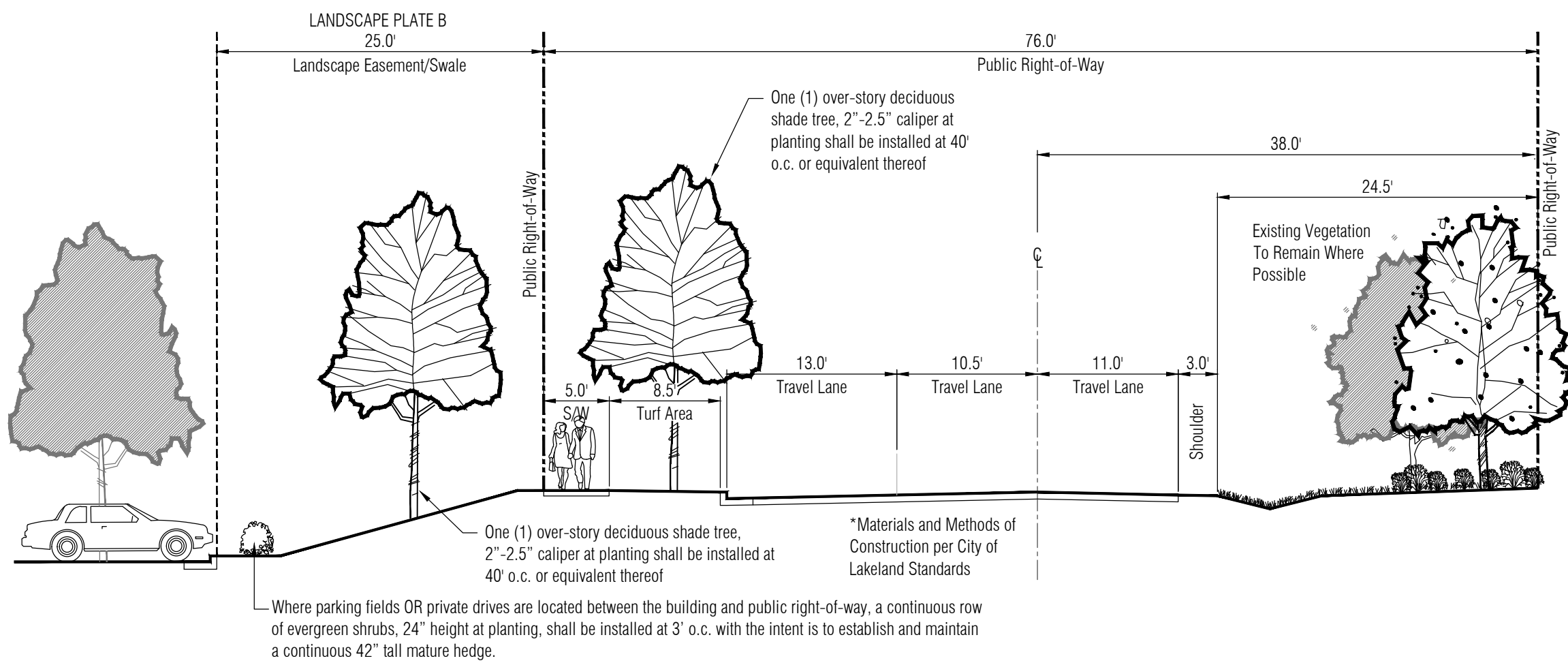
VILLAGE MARKET LANE STANDARD SECTION (South of Shady Village Lane)
Proposed North/South Collector



VILLAGE MARKET LANE (North of Shady Village Lane)
Proposed North/South Collector



VILLAGE MARKET LANE - ONSTREET PARKING SECTION (South of Shady Village Lane)
Proposed North/South Collector



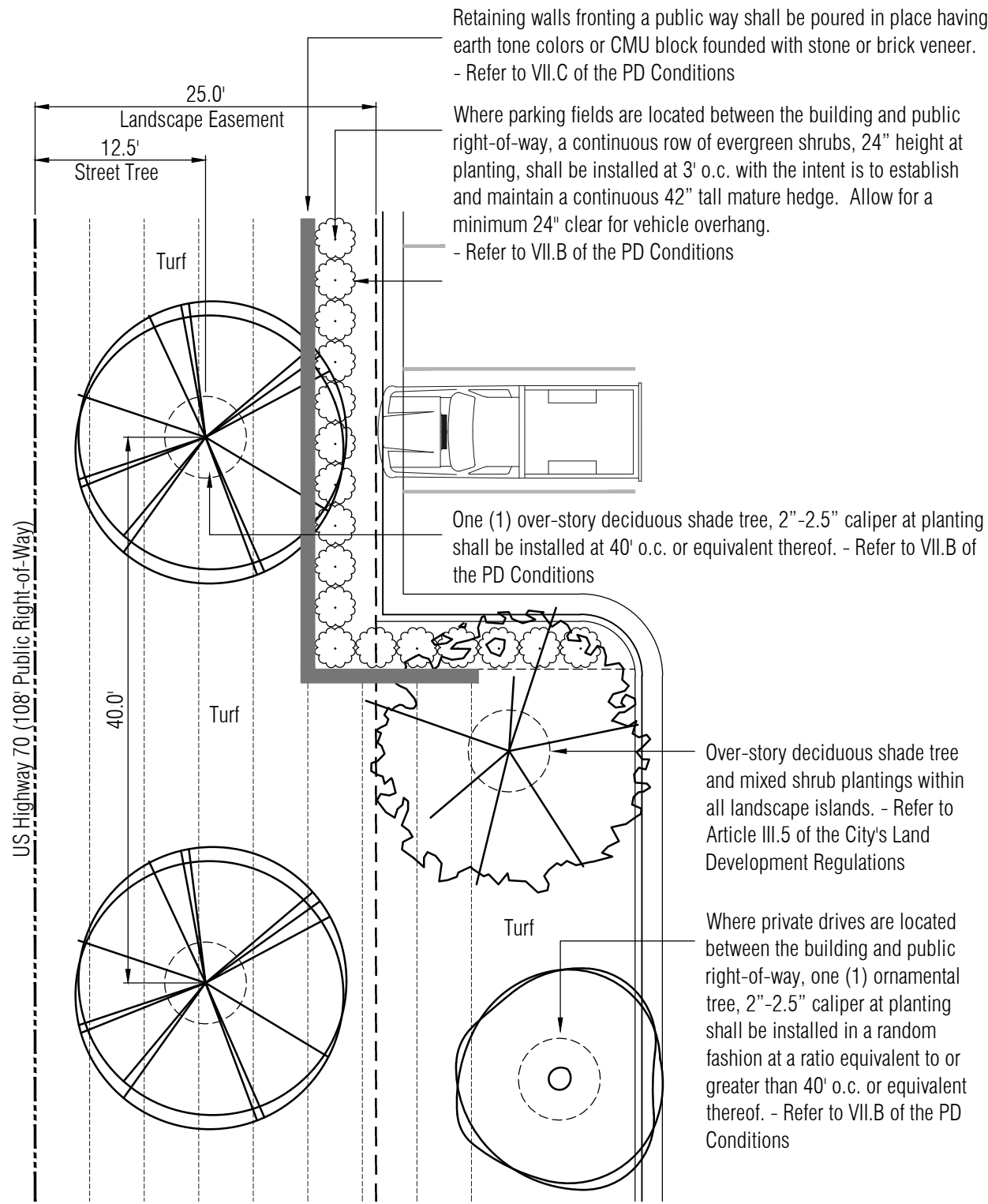
SEED TICK ROAD (North of the Twin Oaks No 3, LLC Property)

February 12, 2026
OUTLINE PLAN AMENDED
LAKELAND COMMONS
PLANNED MIXED USE DEVELOPMENT

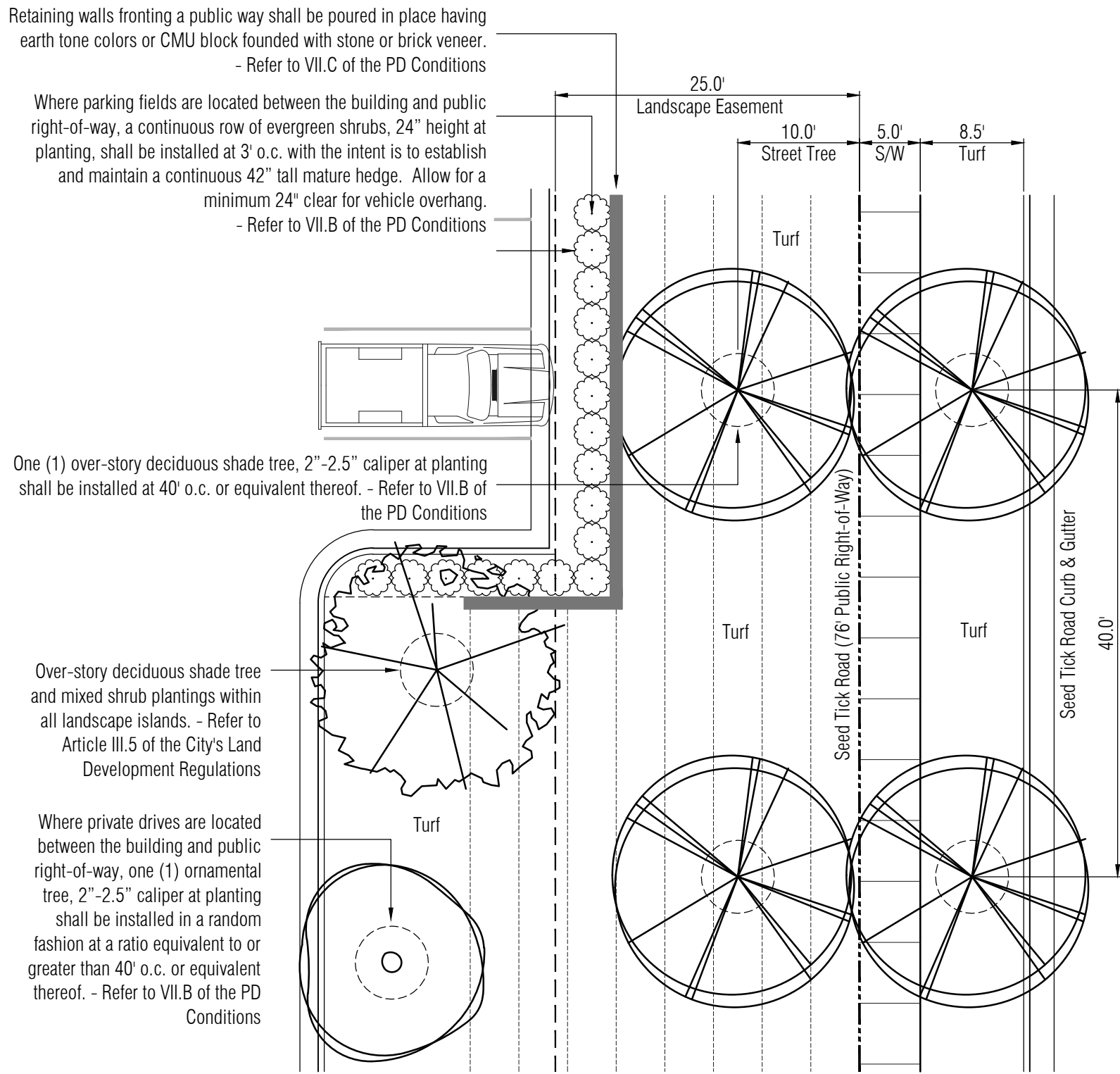


Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

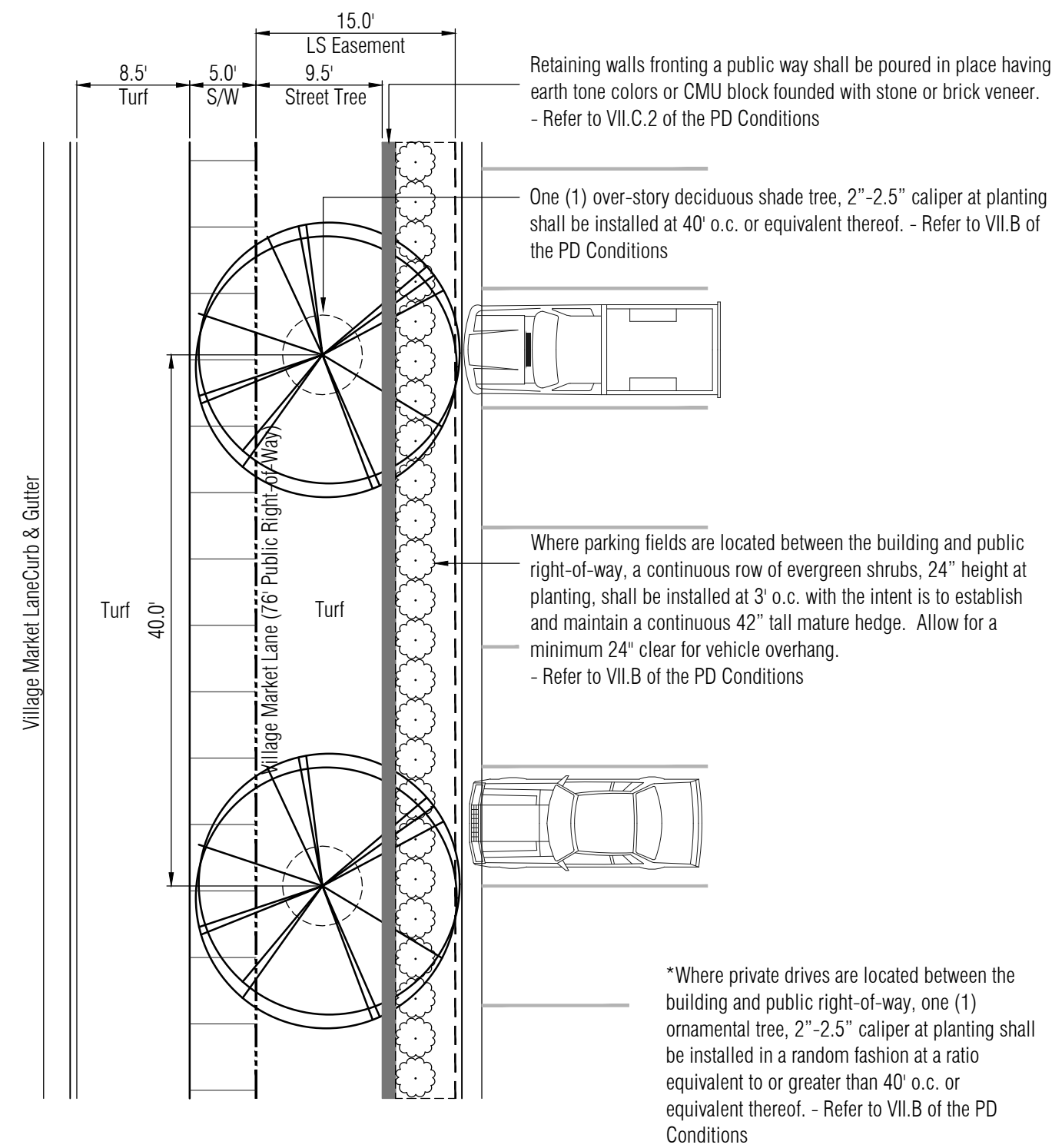
Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111



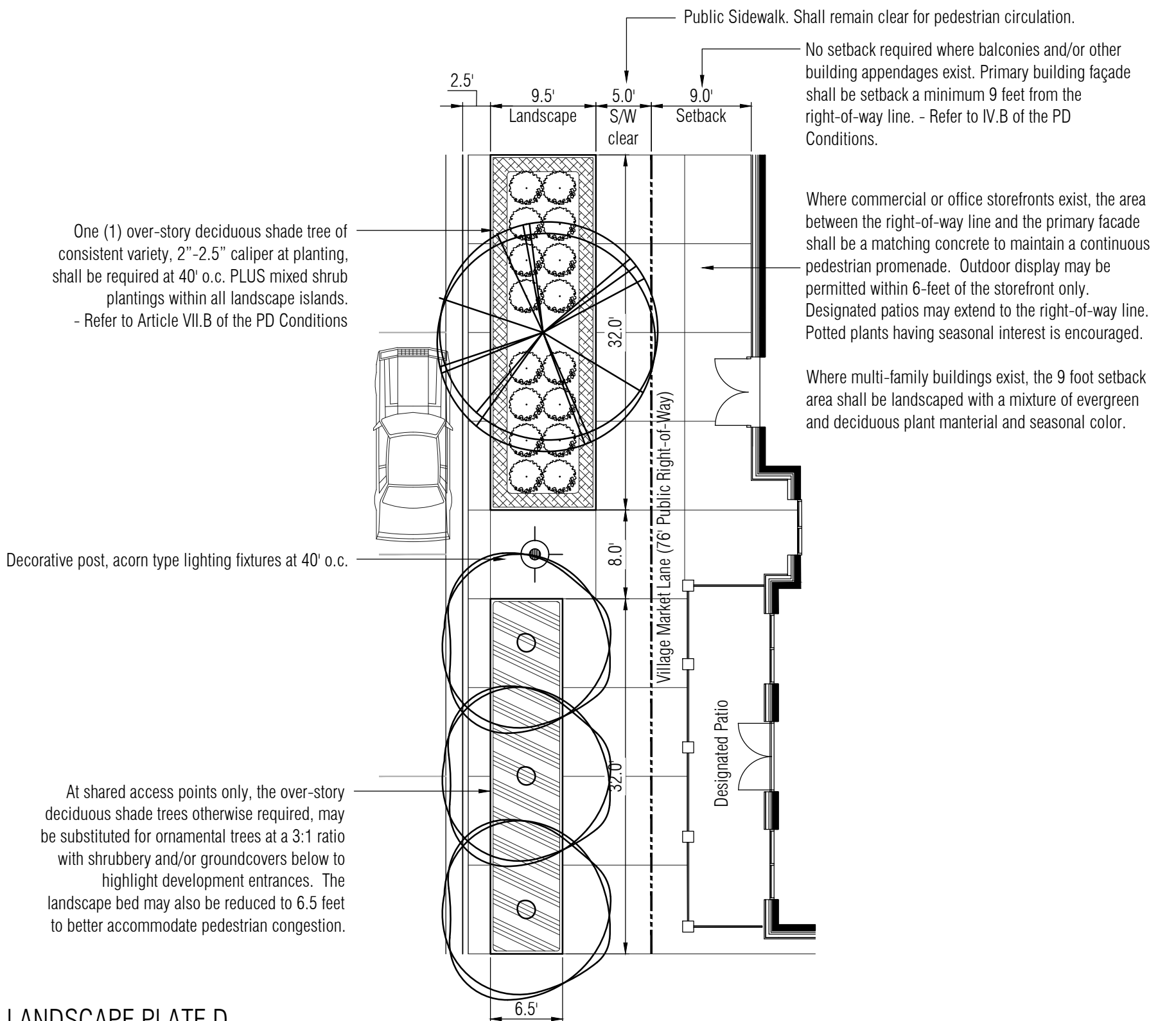
LANDSCAPE PLATE A
US Highway 70 Frontage



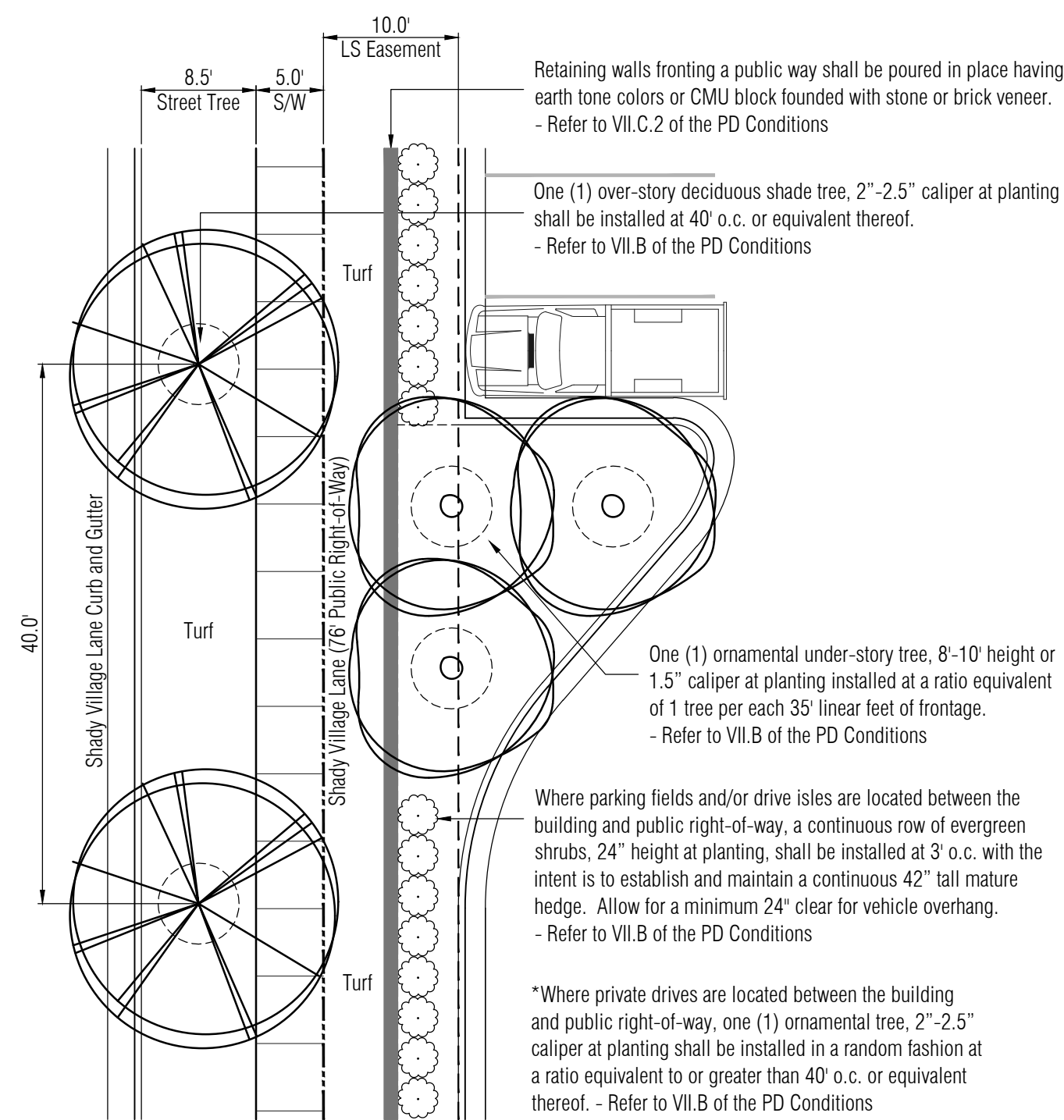
LANDSCAPE PLATE B
Seed Tick Road (North of The Twin Oaks No 3, LLC Property)



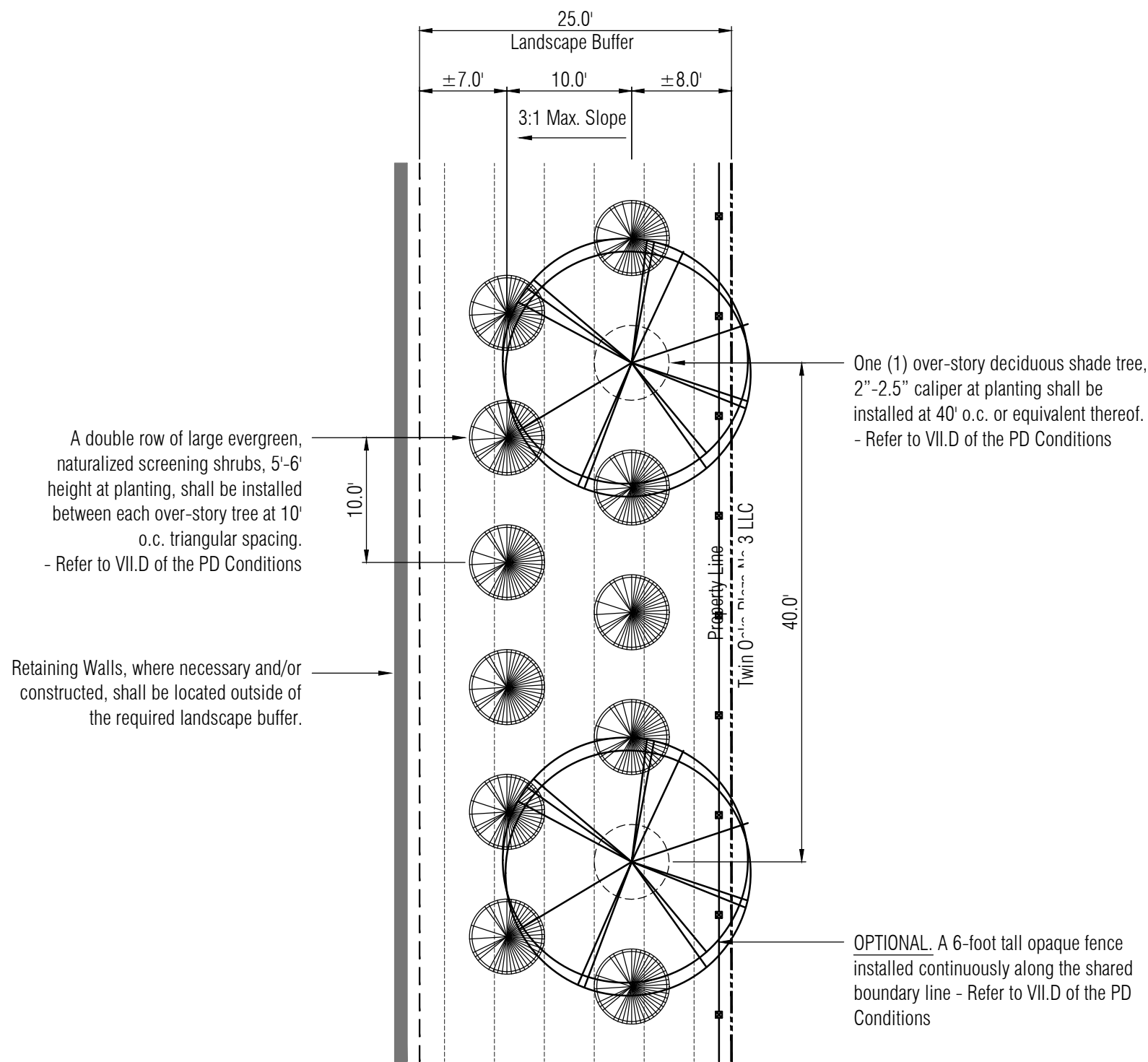
LANDSCAPE PLATE C
Village Market Lane (North of Shady Village Lane)



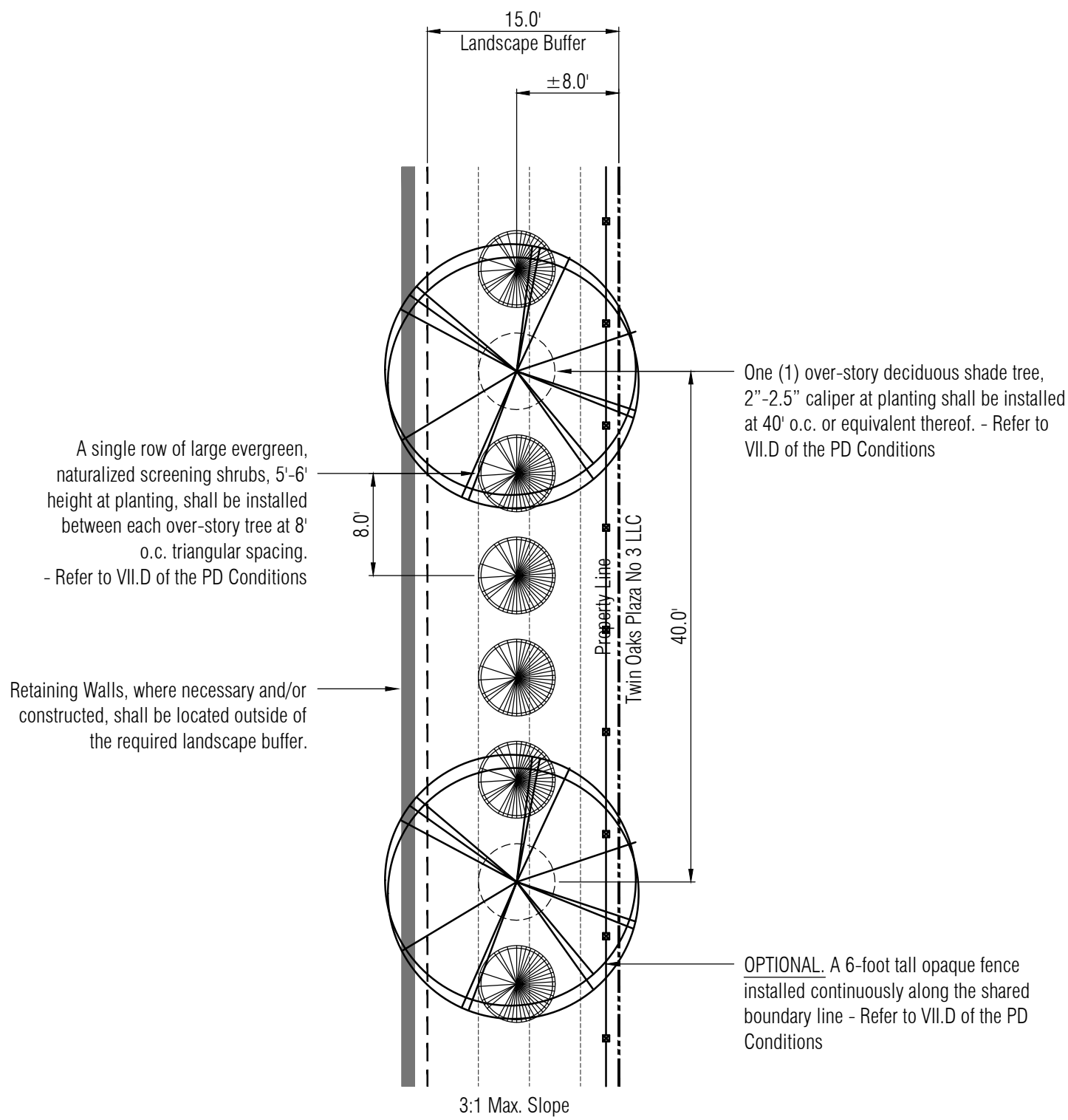
LANDSCAPE PLATE D
Village Market Lane (South of Shady Village Lane)



LANDSCAPE PLATE E
Shady Village Lane



LANDSCAPE PLATE F
Perimeter Landscape Buffer - East Boundary



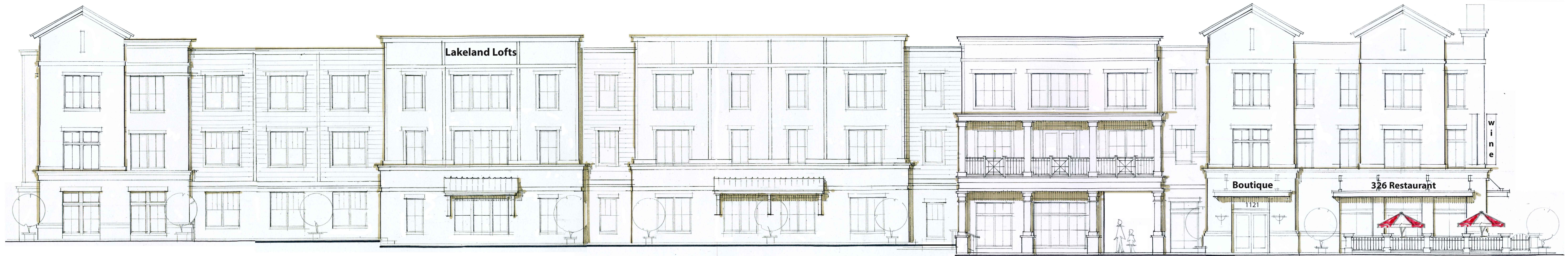
LANDSCAPE PLATE G
Perimeter Landscape Buffer - East Boundary

February 12, 2026
OUTLINE PLAN AMENDED
LAKELAND COMMONS
PLANNED MIXED USE DEVELOPMENT

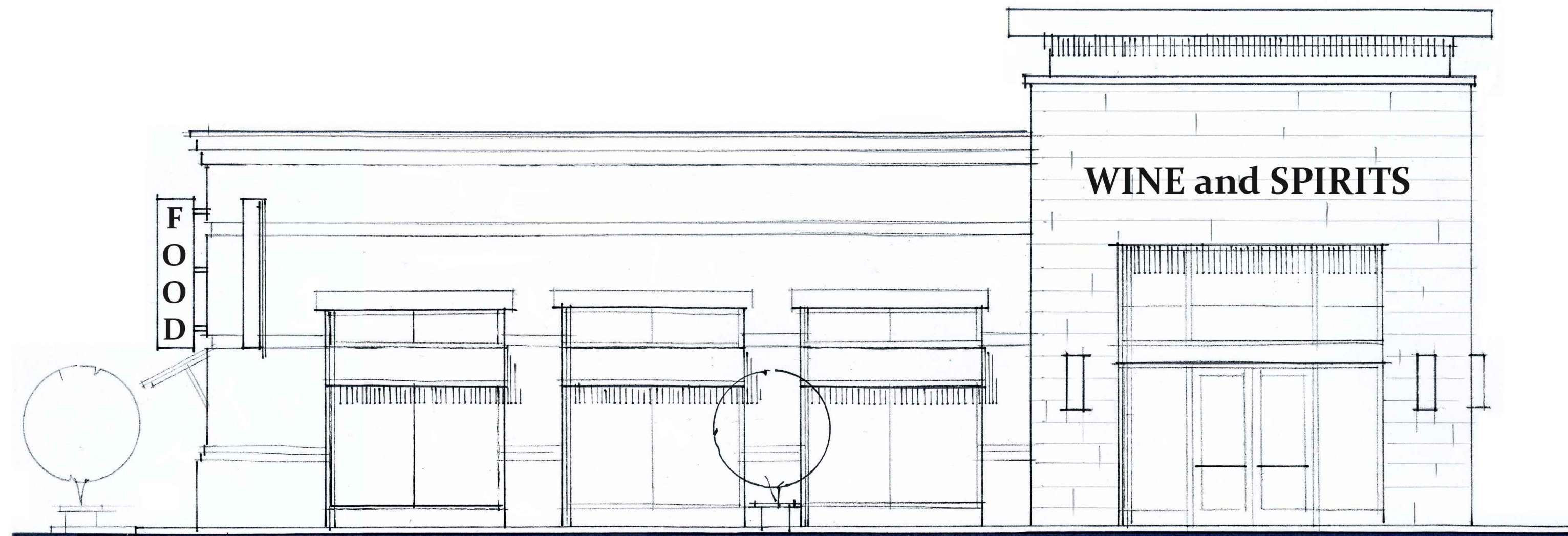


Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111



3 STORY IN-LINE MIXED-USE BUILDING
Conceptual Elevation



STAND ALONE RETAIL/RESTAURANT
Conceptual Elevation



2 STORY IN-LINE RETAIL/OFFICE BUILDING
Conceptual Elevation



3 STORY IN-LINE RETAIL/OFFICE BUILDING
Conceptual Elevation

February 12, 2026
OUTLINE PLAN AMENDED (DRAFT AMENDMENT)
LAKELAND COMMONS
PLANNED MIXED USE DEVELOPMENT



Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111



Legend

polygonLayer

- Override 1
- Override 2

polygonLayer

- Override 1

— Roads

▭ Parcels



Map prepared through Shelby County Government's online mapping Portal on 2/10/2026

0 0.1 0.2 0.3 0.4 mi



ABDU ADIO I
4746 SEED TICK RD #
LAKELAND TN 38002

ABERNATHY DANIEL L & SHIRLEY M
9557 HIGHWAY 70 #
ARLINGTON TN 38002

BARBER DONALD O
9670 MEMPHIS ARLINGTON RD #
ARLINGTON TN 38002

BLOSE PAUL G & GENIE H
9610 MEMPHIS-ARLINGTON RD #
LAKELAND TN 38002

BOARD OF EDUCATION FOR THE LAKELAND
10001 HIGHWAY 70 #
ARLINGTON TN 38002

BROCK MYRA A R
9889 HIGHWAY 70 #
ARLINGTON TN 38002

BURRUS DOUGLAS W & LAURA S
9656 MEMPHIS ARLINGTON RD #
ARLINGTON TN 38002

CACARO LESLIE J QUALIFIED SUBCHAPTER S
10186 WOODBROOK DR #
LAKELAND TN 38002

CACARO LESLIE J REVOCABLE LIVING TRUST
10186 WOODBROOK DR #
LAKELAND TN 38002

CARMICHAEL JOHN S AND DONNA R CARMICHAEL
9625 HIGHWAY 70 #
ARLINGTON TN 38002

CHAPMAN JAMES & BETTY J
1726 SWANSEA CV #
CORDOVA TN 38016

CHAUDHRY AMARJIT & KAMALJIT
9371 FALCON HILL DR #
LAKELAND TN 38002

CITY OF LAKELAND TENNESSEE
10001 HIGHWAY 70 #
LAKELAND TN 38002

CLEMMONS WILLIAM B JR AND LYNETTE K
9570 MEMPHIS ARLINGTON RD #
LAKELAND TN 38002

CRAFT DALE M & TERESA S
4766 SEED TICK RD #
LAKELAND TN 38002

CREECH SHANNON W & LAWONNA P
9853 MEMPHIS ARLINGTON RD #
LAKELAND TN 38002

CROCKETT RONNY JR AND DANA CROCKETT
9850 HIGHWAY 70 #
ARLINGTON TN 38002

HAMILTON LAWRENCE S SR AND JOAN E
2710 RUTHERFORD WAY #
CHARLESTON SC 29414

HARDING ACADEMY OF MEMPHIS INC
1100 CHERRY RD #
MEMPHIS TN 38117

HARRELL TIM S & KRISTIE M
9941 HIGHWAY 70 #
ARLINGTON TN 38002

HAWKINS BRIAN & TERESA
9920 MEMPHIS ARLINGTON RD #
LAKELAND TN 38002

HOWARD EUGENE SR & BETTY J
9905 MEMPHIS-ARLINGTON RD #
LAKELAND TN 38002

HOWARD JEFF A & DENISE
9885 MEMPHIS ARLINGTON RD #
LAKELAND TN 38002

JAMES JASON AND PRISCILLA K JAMES
11359 S LOTHAIR AVE #
CHICAGO IL 60643

JONES GILLILAND GROUP LLC
5100 POPLAR AVE #30
MEMPHIS TN 38137

LAKELAND COMMONS LP
6075 POPLAR AVE #630
MEMPHIS TN 38119

LAKELAND COMMONS PH II LLC
355 TARA LN #
MEMPHIS TN 38111

MILLER THOMAS F AND CANDACE S BROWN (RS)
9685 HIGHWAY 70 #
ARLINGTON TN 38002

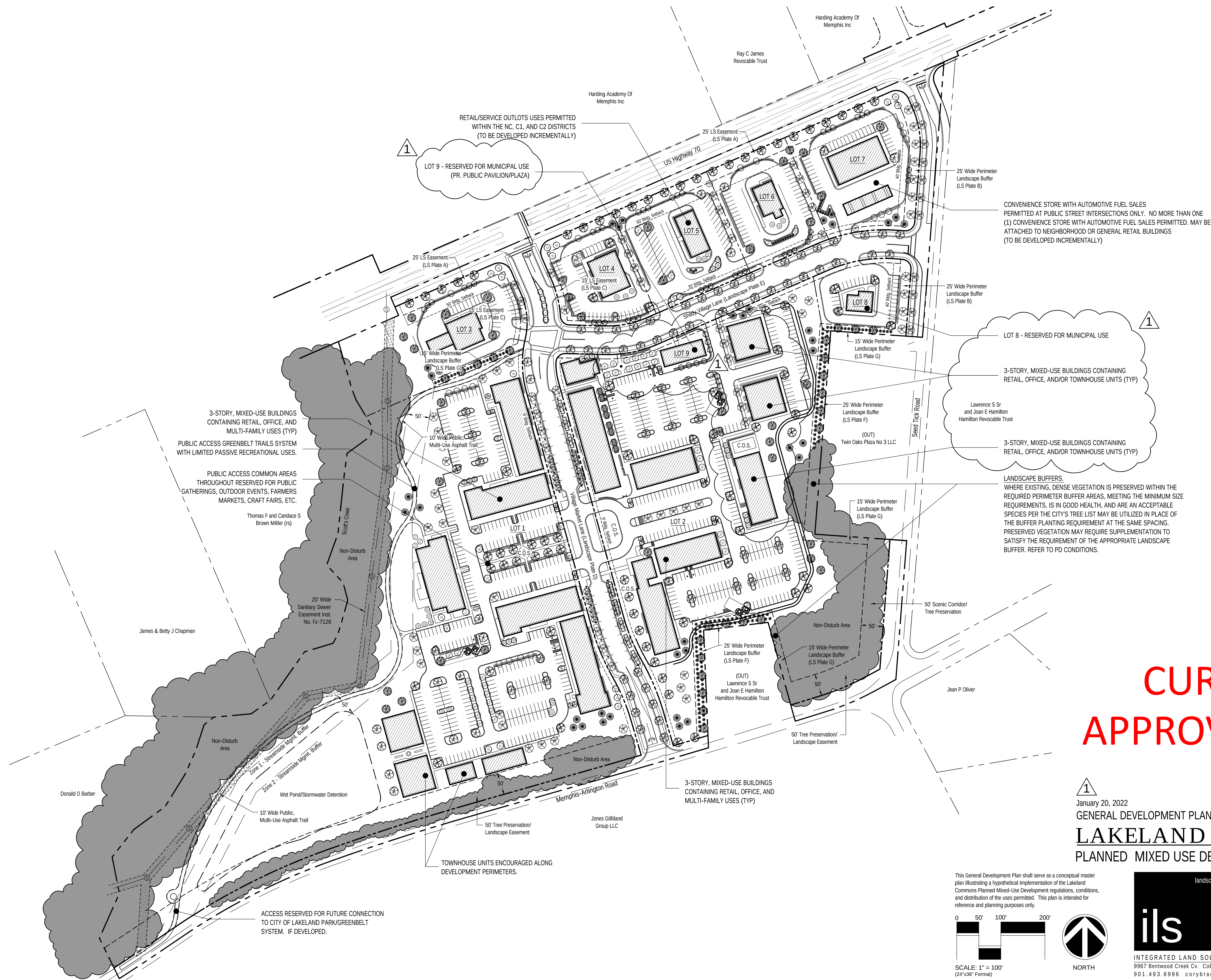
NASH JENNIFER H & WINFRED D JR
9950 MEMPHIS ARLINGTON RD #
LAKELAND TN 38002

SAINT RITA REAL ESTATE COMPANY LLC
6105 SUMMER AVE #
BARTLETT TN 38134

SEED TICK LLC
492 SWEETBRIAR RD #
MEMPHIS TN 38120

SSYAMA HOLDINGS LLC
PO BOX 157 #
EADS TN 38028

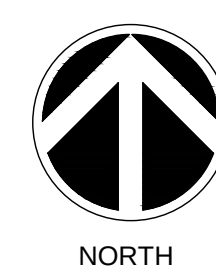
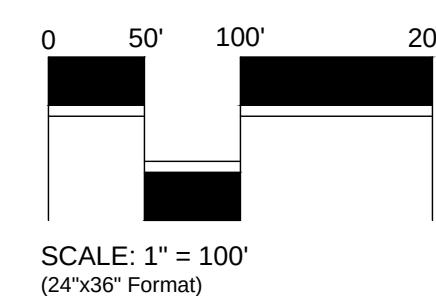
TWIN OAKS PLAZA NO 3 LLC
8499 DEADFALL RD #
MILLINGTON TN 38053



CURRENT APPROVED PLAN

1
January 20, 2022
GENERAL DEVELOPMENT PLAN (RESOLUTION R-19-2022)
LAKELAND COMMONS
PLANNED MIXED USE DEVELOPMENT

This General Development Plan shall serve as a conceptual master plan illustrating a hypothetical implementation of the Lakeland Commons Planned Mixed-Use Development regulations, conditions, and distribution of the uses permitted. This plan is intended for reference and planning purposes only.



Lakeland, Tennessee
Total Site Area: 40.713 Acres
Parcel ID: L0150 00479C
Underlying Zoning: AG

Property Owner/Developer:
Lakeland Commons, LLC
355 Tara Lane
Memphis, TN 38111



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 4, & 7B and rescinding R-13-2026.

Staff Contact: Emily Harrell, City Manager / City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-43-2026.

BUDGET IMPACT

The Sewer Fund will receive revenue in the amount of \$230,308.

DISCUSSION

The Oliver Creek Sewer Interceptor project involves the installation of a sewer force main along the western boundary of the Ashmont Planned Development. Funds from the Developer's existing public infrastructure contributions on the Lakeland Town Square project have been reallocated to Ashmont to cover costs associated with the Oliver Creek Sewer Improvements on the Ashmont site. Resolution R-13-2026 amended the development contract to incorporate the Oliver Creek Sewer Interceptor scope. The developer and City Staff agree that it is best to allow a payment in lieu of construction allowing the entire line to be built at one time. This item adds language to Amendment 1 to allow for the payment in lieu of construction of the sewer line.

RESOLUTION R-43-2026

APPROVING AMENDMENT #1 TO THE RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT FOR ASHMONT PLANNED DEVELOPMENT AREAS 1,
4, & 7B AND RESCINDING R-13-2026

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute and the City Recorder to attest, Amendment #1 to the Residential Subdivision Development Contract for Ashmont Planned Development Areas 1, 5, & 7B rescinding R-13-2026.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT
AMENDMENT NO. 1**

This Amendment is made and entered into this ____ day of _____, 2026, by and between the City of Lakeland, Tennessee (hereinafter 'CITY') and Ashmont Developer LLC (hereinafter 'DEVELOPER').

WHEREAS, the CITY and DEVELOPER previously entered into a development contract on June 5, 2025 to improve and develop a 51-lot subdivision to be known as Ashmont Planned Development Areas 1, 4, & 7B; and

WHEREAS, the DEVELOPER agreed to install a portion of the Oliver Creek Sewer Interceptor within the Ashmont Planned Development Areas 1 & 4; and

WHEREAS, the CITY prefers payment in-lieu of construction for the Oliver Creek Interceptor as the proposed construction does not include all of the proposed Oliver Creek Sewer Improvements on the Ashmont property; and

WHEREAS, the DEVELOPER agrees to pay the CITY a "Payment in-lieu of Improvements" in the amount of Two Hundred Thirty Thousand Three Hundred Eight Dollars (\$230,308) for Oliver Creek Sewer Interceptor Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and in the original Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DEVELOPER agree all other terms, provisions, and conditions of the original Agreement, except as specifically amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have their hands and seals at Lakeland, Tennessee, this _____ day of _____, 2026.

APPROVED AS TO FORM:

By: _____

CITY OF LAKELAND, TENNESSEE

By: _____

Name:

Title:

ATTEST: _____

ASHMONT DEVELOPER LLC

By: _____

Name:

Title:

ATTEST: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My Commission Expires:

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT**

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT ("Contract") is made and entered into this the 5th day of June, 2025, by and between **ASHMONT DEVELOPER, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee ("Developer"), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee ("City").

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned C2 with PD Overlay which contains approximately 52.45 acres, also identified by Parcel ID # L0159 00395 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 51-lot subdivision to be known as **Ashmont Planned Development Areas 1, 4, & 7B** ("Subdivision"); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

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

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

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



City of Lakeland

Developer

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

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

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

OWNERSHIP

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

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

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

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



City of Lakeland

Page 3 of 23

Developer

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Three Hundred Fifty-Two Thousand Three Hundred Ninety-Nine Dollars and Eighty Cents (\$352,399.80)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. The City will accept as Security an Irrevocable Letter of Credit, Performance Bond, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit or Performance Bond is subject to the approval of the City Attorney.

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

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

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation,



City of Lakeland

or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

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

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

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

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

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

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

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

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



City of Lakeland

Developer

- (7) Premises and Operations;
- (8) Independent Contractors;
- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

TIME SCHEDULE

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

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.



City of Lakeland

Developer

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

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

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

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

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

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

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

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by


City of Lakeland

the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

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

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

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

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

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

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.



City of Lakeland

Page 8 of 23

Developer

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

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

WARRANTY

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

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

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



City of Lakeland

the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

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

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

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

STREETS

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

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

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and

associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Thirteen Thousand Six Hundred Twelve Dollars and 50 Cents (\$13,612.50)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Ten Thousand Nine Hundred Ninety Dollars (\$10,990.00)**, (\$500 + \$200 per Acre), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Sixteen Thousand Three Hundred Dollars (\$16,300.00)**, (\$1000 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Five Thousand Two Hundred Dollars (\$5,200.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **Fourteen Thousand One Hundred Twelve Dollars and 50 Cents (\$14,112.50)**, (\$1000 plus \$250 per acre), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **One Thousand Four Hundred Eighty-Six Dollars and Twenty-Five Cents (\$1,486.25)** (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Five Thousand One Hundred Dollars (\$5,100.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

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

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **Two Thousand Five Hundred Fifty Dollars (\$2,550.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **One Thousand Four Hundred Forty-Nine Dollars (1,449.00)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

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

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



City of Lakeland

Developer

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

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

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

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

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

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

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



City of Lakeland

Developer

64. Developer agrees to pay a "Payment in-Lieu-of or Dedication for Parkland" in the amount of **Twenty-One Thousand Nine Hundred Twenty-One Dollars and Twenty Three Cents (\$21,921.23)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of Lakeland

Developer

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

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

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

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

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


City of Lakeland

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

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

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

DEVELOPER:
ASHMONT DEVELOPER, LLC



CITY OF LAKELAND:

By: 

Date: 6/5/25

ATTEST: 


City of Lakeland

APPROVED AS TO FORM:

By: _____

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

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

STATE OF TENNESSEE
COUNTY OF SHELBY

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

Witness my hand and seal at office; this is the 5th day of June, 2025.



Notary Public

My Commission Expires: 12/23/2028



EXHIBIT "A"

Subdivision Development Fees Worksheet

Ashmont Area 7B (C2 Regional Commercial District)

51 Lots 52.45 Acres

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

Acres/Lot = 1.028431373

Park Land Formula (D=LxAxPxM)

L=Number of Lots (D.U.)

L = 51

A=Avg. Family Size - use 2.94

A = 2.94

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

P = 0.010

M=Density Multiplier from Table 2 of Sub. Regs

M = 1

D=Dedication in acres

D = 1.4994 Acres

Land Appraisal Value (per acre)

\$14,620.00 **Payment in lieu of**

Total Dollar Value Required in Lieu of Dedication

= **\$21,921.23**

Total Amount Due

\$256,066.48



City of Lakeland

Developer

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving Amendment #4 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-40-2026.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

The City entered into an agreement with the Tennessee Department of Transportation ("TDOT") for the relocation and widening of Canada Road from I-40 to SR-1 (US-70) in 2008. Amendment #4 extends the contract time to March 31, 2030.

New Canada Road is currently under construction with an estimated completion date of March 2030.

RESOLUTION R-40-2026

APPROVING AMENDMENT #4 TO THE AGREEMENT BETWEEN THE STATE OF
TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAKELAND
FOR THE CANADA ROAD FROM I-40 TO SR-1 (US-70) PROJECT

WHEREAS, The City of Lakeland, Tennessee, (the “City”) desires to realign and widen Canada Road from I-40 to SR-1 (US-70); and,

WHEREAS, The City entered into agreement with the Tennessee Department of Transportation in 2008 for the New Canada Road project; and,

WHEREAS, Amendment #4 extends the contract time to March 31, 2030; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Attorney attest, Amendment #4 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION**

12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TN 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

March 25, 2026

The Honorable Josh Roman
Mayor, City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: Canada Road, from I-40 to SR-1(US-70) in Lakeland
Lakeland, Shelby County
PIN: 107036.00
Federal Project Number: STP/HIP/TAP-M-9409(107)
State Project Number: 79LPLM-F3-034
Agreement Number: 070193

Dear Mayor Roman:

Thank you for your letter we received on March 23, 2026 requesting an extension. Based on the justification provided, we concur that an amendment is justified.

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Erich Moody at 615-253-4896 or erich.moody@tn.gov.

Sincerely,

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 4

Agreement Number: 070193

Project Identification Number: 107036.00

Federal Project Number: STP/HIP/TAP-M-9409(107)

State Project Number: 79LPLM-F3-034

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF LAKELAND (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Canada Road, from I-40 to SR-1(US-70) in Lakeland

1. The language of Agreement # 070193 A3 dated Septembr 15, 2023 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **March 31, 2030**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF LAKELAND

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Josh Roman **Date** **Will Reid** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Will Patterson **Date** **Leslie South** **Date**
Attorney **General Counsel**

By: _____
Steve Allen **Date**
Director, Local Programs
& Community Investments
Division

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving an agreement with the Tennessee Department of Transportation for the Canada Road from I-40 to SR-1 (US-70) Phase 2.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-47-2026.

BUDGET IMPACT

This expenditure will be budgeted in the Fiscal Year 2028 and Fiscal Year 2029 budget for the General Fund. The total costs associated with this project are listed in Exhibit A of the agreement.

DISCUSSION

In order to complete the New Canada Road project, the City of Lakeland decided to phase the project to accommodate for rising construction costs. The City was awarded funds from the Surface Transportation Block Grant ("STBG") through the Memphis Metropolitan Planning Organization for the construction of Phase 2. The City hopes to provide a seamless construction timeline with both phases funded and estimated construction completion by March 2030.

RESOLUTION R-40-2026

APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT
FOR THE CANADA ROAD FROM I-40 TO SR-1 (US-70) PROJECT PHASE 2

- WHEREAS,** The City of Lakeland, Tennessee, (the “City”) desires to realign and widen Canada Road from I-40 to SR-1 (US-70); and,
- WHEREAS,** The City is a recipient of a Surface Transportation Block Grant in the amount of twenty-nine million six hundred and twenty-seven thousand dollars (\$29,627,000) for the construction of the New Canada Road; and,
- WHEREAS,** The City is required to provide a (20%) local match in the amount of five million nine hundred and twenty -five thousand four hundred dollars (\$5,925,400); and,
- WHEREAS,** funding will be appropriated in the Fiscal Year 2028 and Fiscal Year 2029 Annual Budget for the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Attorney attest, an agreement with the State of Tennessee Department of Transportation for the Canada Road from I-40 to SR-1 (US-70) Phase 2 project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

March 25, 2026

The Honorable Josh Roman
Mayor, City of Lakeland
10001 Highway70
Lakeland, TN 38002

Re: Canada Road, from I-40 to SR-1 (US-70) in Lakeland Phase 2
Lakeland, Shelby County
PIN:107036.01
Federal Project Number: STP-M-811(141)
State Project Number: 79LCOU-F3-003
Contract Number: 260043

Dear Roman:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Erich Moody at 615-253-4896 or erich.moody@tn.gov.

Sincerely,

[Steve Allen \(Mar 26, 2026 06:34:09 CDT\)](#)

Steve Allen
Director, Local Programs & Community Investments Division

Attachment

Agreement Number: 260043

Project Identification Number: 107036.01

Federal Project Number: STP-M-811(141)

State Project Number: 79LCOU-F3-003

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF LAKE LAND (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Canada Road, from I-40 to SR-1(US-70) in Lakeland Phase 2

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Project

Utility Coordination by:	Agency	Project
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **five (5) years from the fully executed date**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **three (3) years from the fully executed date**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

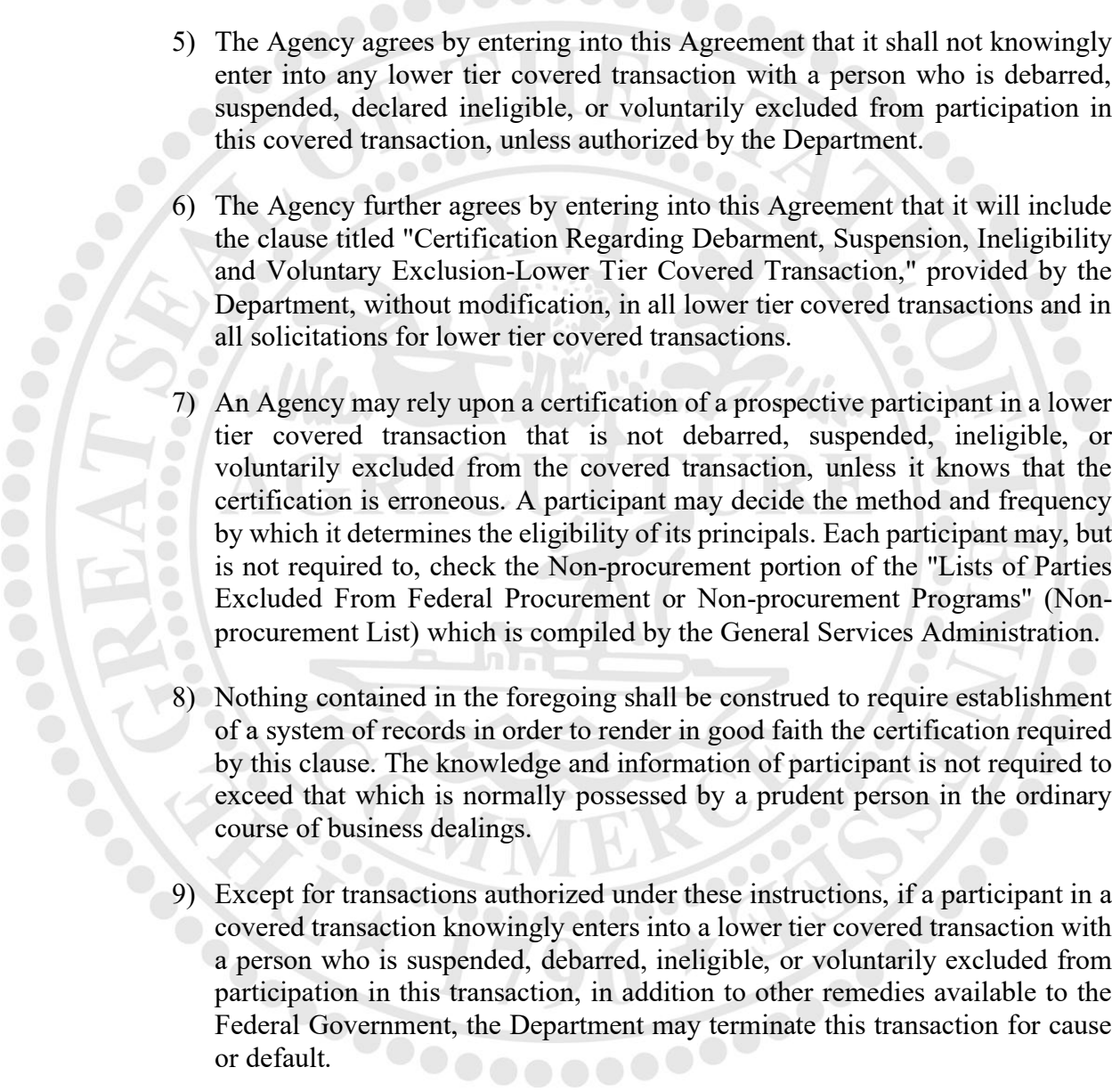
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

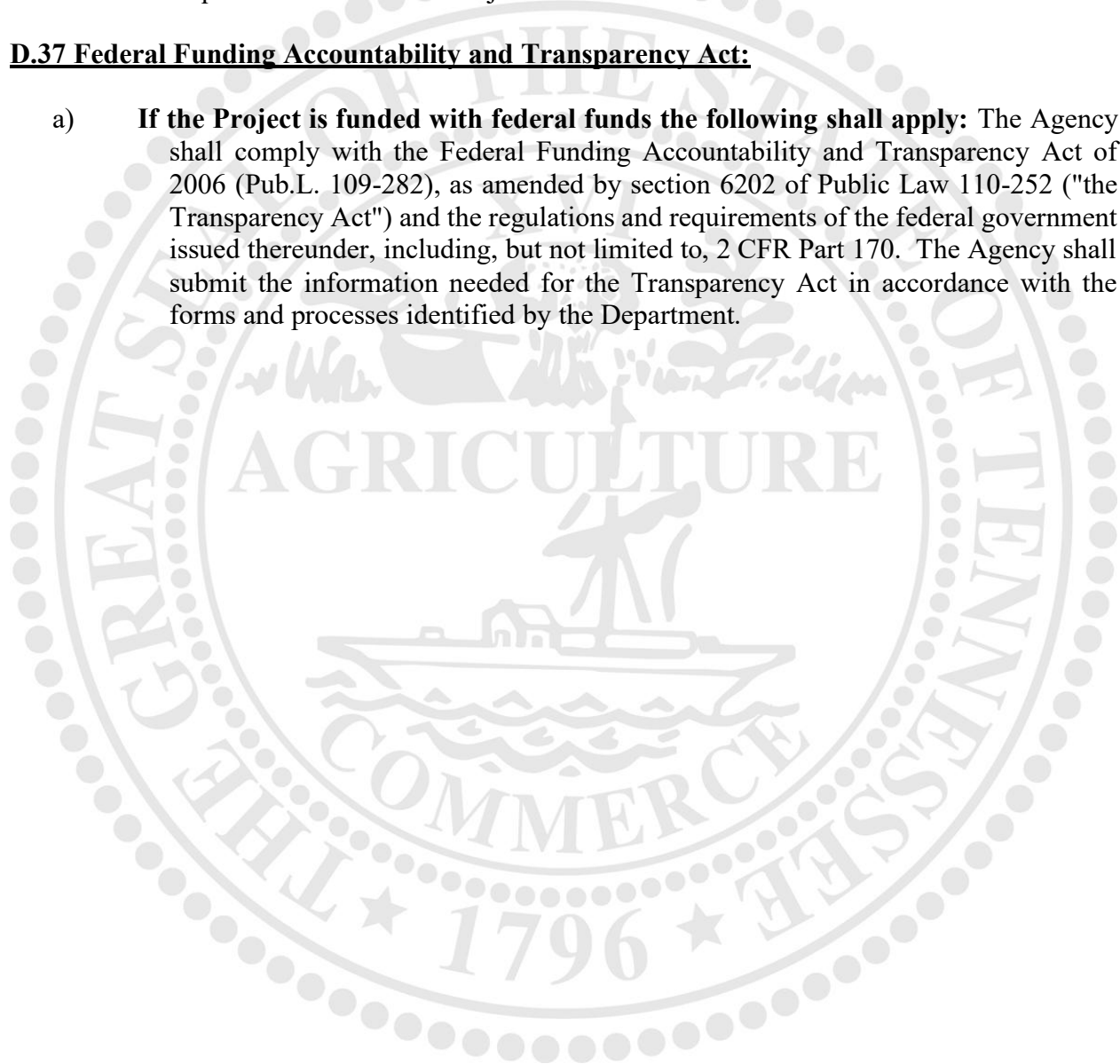
- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF LAKELAND

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

**Josh Roman
Mayor**

Date

By: _____

**Will Reid
Commissioner**

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

**Will Patterson
Attorney**

Date

By: _____

**Leslie South
General Counsel**

Date

By: _____

**Steve Allen
Director, Local Programs
& Community Investments
Division**

Date

EXHIBIT "A"

AGREEMENT #: 260043

PROJECT IDENTIFICATION #: 107036.01

FEDERAL PROJECT #: STP-M-811(141)

STATE PROJECT #: 79LCOU-F3-003

PROJECT DESCRIPTION: Canada Road, from I-40 to SR-1(US-70) in Lakeland Phase 2. Phase 2 includes construction of the remaining two lanes, median, multi-use trails, and street lighting between William Little Drive and Highway 70. Additionally, a new traffic signal will be installed at Canada Road and Highway 70 intersection.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Widen

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	STBG-U	80	0	20	\$70,000.00
CONSTRUCTION	STBG-U	80	0	20	\$26,870,000.00
CEI	STBG-U	80	0	20	\$2,687,000.00
TDOT ES	STBG-U	80	0	20	\$537,400.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Signature:

Email: TDOT.Legal.Contracts@tn.gov

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving amendment #1 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Seed Tick Road intersection improvement at Memphis Arlington Road project.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-49-2026.

BUDGET IMPACT

This expenditure is budgeted in the Fiscal Year 2026 Annual Budget for the General Fund.

DISCUSSION

The Seed Tick Road at Memphis Arlington Road intersection improvement project involves adding a single lane roundabout at the intersection to replace the 4-way stop that is currently there. Amendment #1 updates Exhibit A reflecting the costs associated with the project.

The project is currently awaiting notice to proceed for the design phase by the Tennessee Department of Transportation ("TDOT"). Upon completion of the design, the City will apply for grant funds to cover the construction cost.

RESOLUTION R-40-2026

APPROVING AMENDMENT #1 TO THE AGREEMENT BETWEEN THE STATE OF
TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAKELAND
FOR THE SEED TICK ROAD INTERSECTION IMPROVEMENTS AT MEMPHIS
ARLINGTON ROAD PROJECT

- WHEREAS,** The City of Lakeland, Tennessee, (the “City”) desires to add a roundabout at the intersection of Seed Tick Road and Memphis Arlington Road; and,
- WHEREAS,** The City entered into agreement with the Tennessee Department of Transportation in 2024 for the Seed Tick Road Intersection improvement at Memphis Arlington Road project; and,
- WHEREAS,** Amendment #1 replaces Exhibit A reflecting costs associated with the project; and,
- WHEREAS,** funding for this amendment is appropriated in the Fiscal Year 2026 Annual Budget for the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Attorney attest, Amendment #1 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Seed Tick Road intersection improvement at Memphis Arlington Road project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

February 27, 2026

The Honorable Josh Roman
Mayor, City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: Seed Tick Road, intersection at Memphis Arlington Road, LM 2.24 in Memphis
Lakeland, Shelby County
PIN: 134743.00
Federal Project Number: CRP/STP-M-5429(11)
State Project Number: 79LPLM-F3-794
Agreement Number: 240268

Dear Mayor Roman:

I am attaching an amendment to the original contract to this letter. The amendment deletes and replaces the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Erich Moody at 615-253-4896 or erich.moody@tn.gov.

Sincerely,

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 1

Agreement Number: 240268

Project Identification Number: 134743.00

Federal Project Number: CRP/STP-M-5429(11)

State Project Number: 79LPLM-F3-794

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF LAKELAND (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Seed Tick Road, intersection at Memphis Arlington Road, LM 2.24 in Memphis

1. The language of Agreement # 240268 dated July 31, 2024 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF LAKELAND

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Josh Roman **Date** **Will Reid** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Will Patterson **Date** **Leslie South** **Date**
Attorney **General Counsel**

By: _____
Steve Allen **Date**
**Director, Local Programs
& Community Investments
Division**

EXHIBIT "A" for AMENDMENT 1

Agreement #: 240268

Project Identification #: 134743.00

Federal Project #: CRP/STP-M-5429(11)

State Project #: 79LPLM-F3-794

Project Description: Seed Tick Road, intersection at Memphis Arlington Road, LM 2.24 in Memphis. The project consists of converting the existing stop-controlled intersection at Seed Tick Road and Memphis Arlington Road to a single lane roundabout. The intersection will be realigned to accommodate the single lane roundabout along with adding proper stripping, landscaping and signage leading up to the roundabout.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Roundabout

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	CRP	100	0	0	\$146,835.00
PE-DESIGN	CRP	100	0	0	\$23,165.00
RIGHT-OF-WAY	STBG-U	80	0	20	\$70,000.00
CONSTRUCTION	STBG-U	80	0	20	\$1,557,424.00
CEI	STBG-U	80	0	20	\$174,992.00
TDOT ES	STBG-U	80	0	20	\$17,499.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: CRP: 23 U.S.C, Section 175, Carbon Reduction Program; STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** — approving the purchase of EQ Pumps from BAR Environmental, Inc.

Staff Contact: Nick Pulido, Public Works Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-50-2026.

BUDGET IMPACT

This expenditure is budgeted in the fiscal year 2026 annual budget for the Sewer Other Improvements.

DISCUSSION

An equalization (EQ) pump at the end of a wastewater treatment process helps regulate and control the flow of treated effluent, ensuring it is discharged at a consistent rate rather than in sudden surges. This steady flow prevents downstream system overloads, improves compliance with discharge limits, and allows for final adjustments before release. When one of two EQ pumps fails, it is often necessary to replace both because they were installed at the same time and have experienced similar wear and operating conditions. Replacing both pumps ensures reliability, reduces the risk of a second near-term failure, and avoids additional downtime or emergency repair costs.

RESOLUTION R-50-2026

APPROVING THE PURCHASE OF EQ PUMPS FROM BAR ENVIORNMENTAL, INC.

WHEREAS, the City of Lakeland Tennessee, (the “City”) desires to purchase EQ Pumps; and,

WHEREAS, EQ Pumps are available to purchase through BAR Environmental, Inc.; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2026 Sewer and Other Improvements; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized to purchase EQ Pumps in the amount of seventy-three thousand eight hundred dollars (\$73,800.00) from BAR Environmental, Inc.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

BAR Environmental Supply, Inc.
100 Winners Cir N Ste 420
Brentwood, TN 37027
+16153730788



Quote

ADDRESS

City of Lakeland
10001 HWY 70
Lakeland, TN 38002

SHIP TO

City of Lakeland
10001 HWY 70
Lakeland, TN 38002

QUOTE # AL032626-2

DATE 03/26/2026

ACTIVITY	QTY	RATE	AMOUNT
(QTY 2) Rexa-SUPRA C20-54 Route: A01008 WUS: Ground Delivery arrangement: 18-22 Weeks Hydraulic: configuration variant unit: 0006092440/00000 hydr key: C20-54 Impeller diameter: 310.00 mm impeller correction diameter: 305.00 mm frequency: 60 Hz duty point - head H: 35 Ft suction connection pump: USA Sta. B16.1, 125lb.,size8 material impeller: GGG 50 (0.7050) material casing wear ring: 1.4308 material connections: stainless A4 hydraulic type: C20-54 type of construction hydraulic: Bm0 impeller correction: trimmed coat hydr: Pantone 334, green duty point - volume flow Q: 1750 USGPM discharge connection pump: DN200 PN10, 125lb.,size8 material hydraulic casing: GG 25 (0.6025) material impeller ring: 1.4462/1.4470 material sealing-element: Viton Motor motor description: FKT 27.1-6/22KEx coat motor: EMU Ceram C0 400µ Isulator Class: 180 C (H) approval: FM full load speed: 1164 RPM type of installation: dry sump installation rated power: 24.00 KW rated current: 46.00 a max. power input: 28.5 KW monitoring windings internal: 3 PTC-160 +1 PTC 110 sheet monitoring sealing chamber ext: moisture probe monitoring leakage chamber: float switch for leakage chamb material sealing casing: GG 25 (0.6025) material sealing-element: NBR	1	73,800.00	73,800.00

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

voltage V: 460 ~3
type of starting: d - o - l
service factor: 1.00
starting current: 210.00 a
max. working temperature: 40 C
mon.motor/sealing chamber int.: motor chamber monitoring terminal
chamber: terminal chamber material motor casing parts: GG 25 (0.6025)
material motor shaft: 1.4021
material connections: stainless A2

Cable
cable length: 15.0 m
cable 1: number: 1
cable4: number: 1
cable 5: number: 1
protection hose length: 0.0 m
power supply 1: NSSHÖU-J RU 4x10
control cable: NSSHÖU-J RU 7x1,5
electrode line extern: electrode cable, round 1X1,5

(QTY 2) Moisture + Thermal PMR1 Combo Relay / T, FK, Rexa Pro	1	0.00	0.00
--	---	------	------

Freight Included	1	0.00	0.00
------------------	---	------	------

SUBTOTAL	73,800.00
TAX	0.00
TOTAL	\$73,800.00

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving an agreement with Barnes & Brower, Inc. for the Brody Townsend Athletic Complex Restroom Project

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-41-2026.

BUDGET IMPACT

This expenditure is partially appropriated in the approved Fiscal Year 2026 annual budget but will also require a budget amendment.

DISCUSSION

The Brody Townsend Athletic Complex Restroom project will consist of constructing a new restroom facility that includes two (2) family style restrooms, a chaise for access to utilizes, and ADA accessibility concrete. The City received two (2) sealed bids on March 31, 2026. Bids received are listed in the table below.

BIDDER	BID AMOUNT
Barnes & Brower, Inc.	\$324.656.00
Smith-Doyle Contractors, Inc.	\$333.157.00

City staff recommends awarding the agreement to Barnes & Brower, Inc. as they were the lowest qualified bidder.

RESOLUTION R-41-2026

APPROVING AN AGREEMENT WITH BARNES & BROWER, INC. FOR THE BRODY
TOWNSEND ATHLETIC COMPLEX RESTROOM PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to construct a restroom facility at the Brody Townsend Athletic Complex; and,

WHEREAS, Barnes & Brower, Inc. was the lowest qualified bidder on March 31, 2026, for the Brody Townsend Athletic Complex Restroom Project; and,

WHEREAS, Barnes & Brower, Inc. is willing and able to provide these services as specified in the agreement; and,

WHEREAS, funding for this project was partially appropriated in the Fiscal Year 2026 budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute, and the City Recorder attest, an agreement with Barnes & Brower, Inc. in the amount of Three Hundred Twenty-Four Thousand Six Hundred Fifty-Six Dollars (\$324,656) for the Brody Townsend Athletic Complex Restroom Project.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize an additional Twenty-Five Thousand Three Hundred Forty-Four Dollars (\$25,344) for a construction contingency fund to be used to pay for items that may arise outside of the bid price and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of Three Hundred Fifty Thousand Dollars (\$350,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2ND day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Barnes & Brower, Inc. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland desires to construct a restroom facility at the Brody Townsend Athletic Complex; and,

WHEREAS Barnes & Brower, Inc. is able and willing to provide these services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for BRODY TOWNSEND ATHLETIC COMPLEX RESTROOM PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 31, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by September 11, 2026.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty). Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within

the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Twenty-Four Thousand Six Hundred Fifty-Six Dollars and Zero Cents (\$324,656.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the lump sum price contained in the Bid Form (pages BF-1 -- BF-4) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2026

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

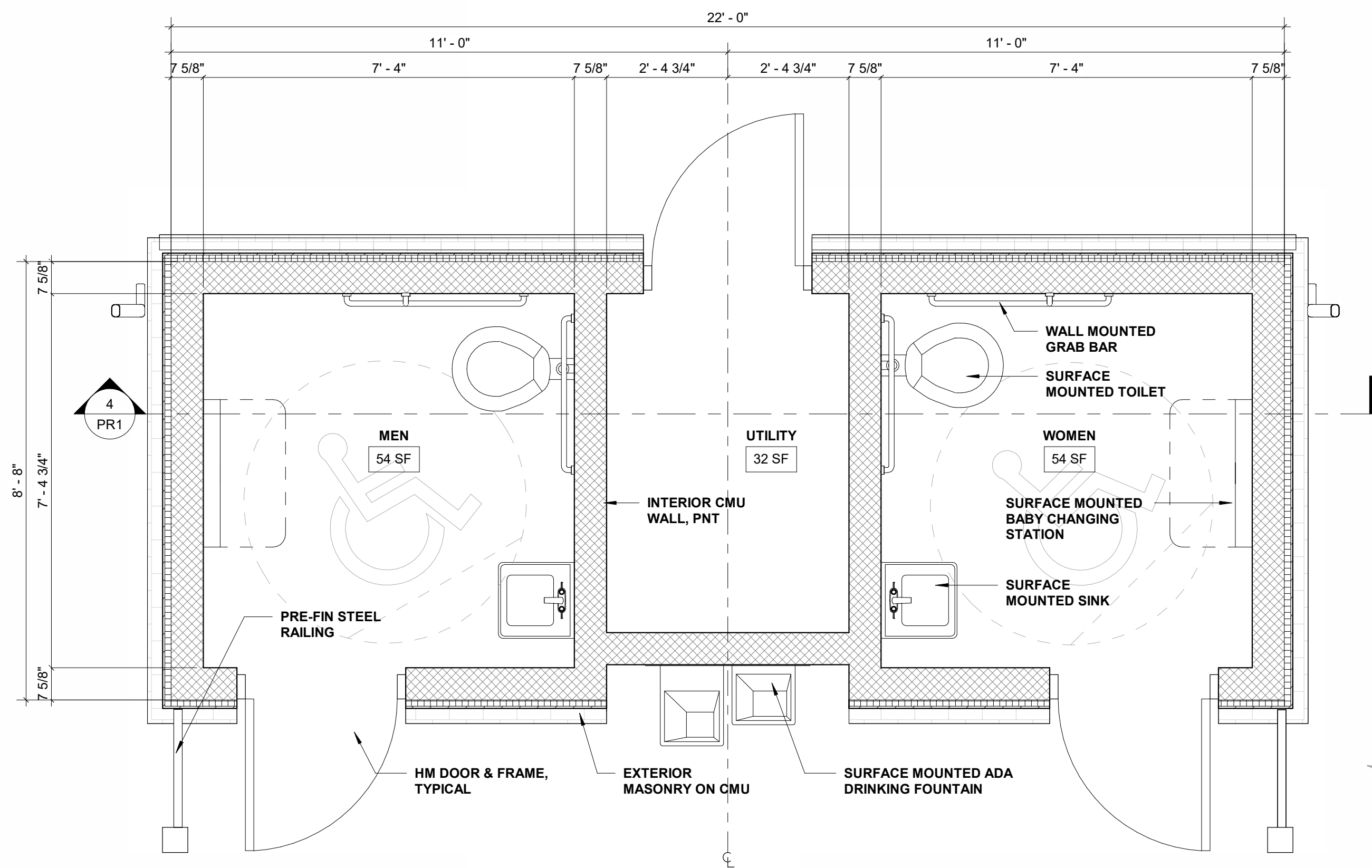
Title: _____

ATTEST:

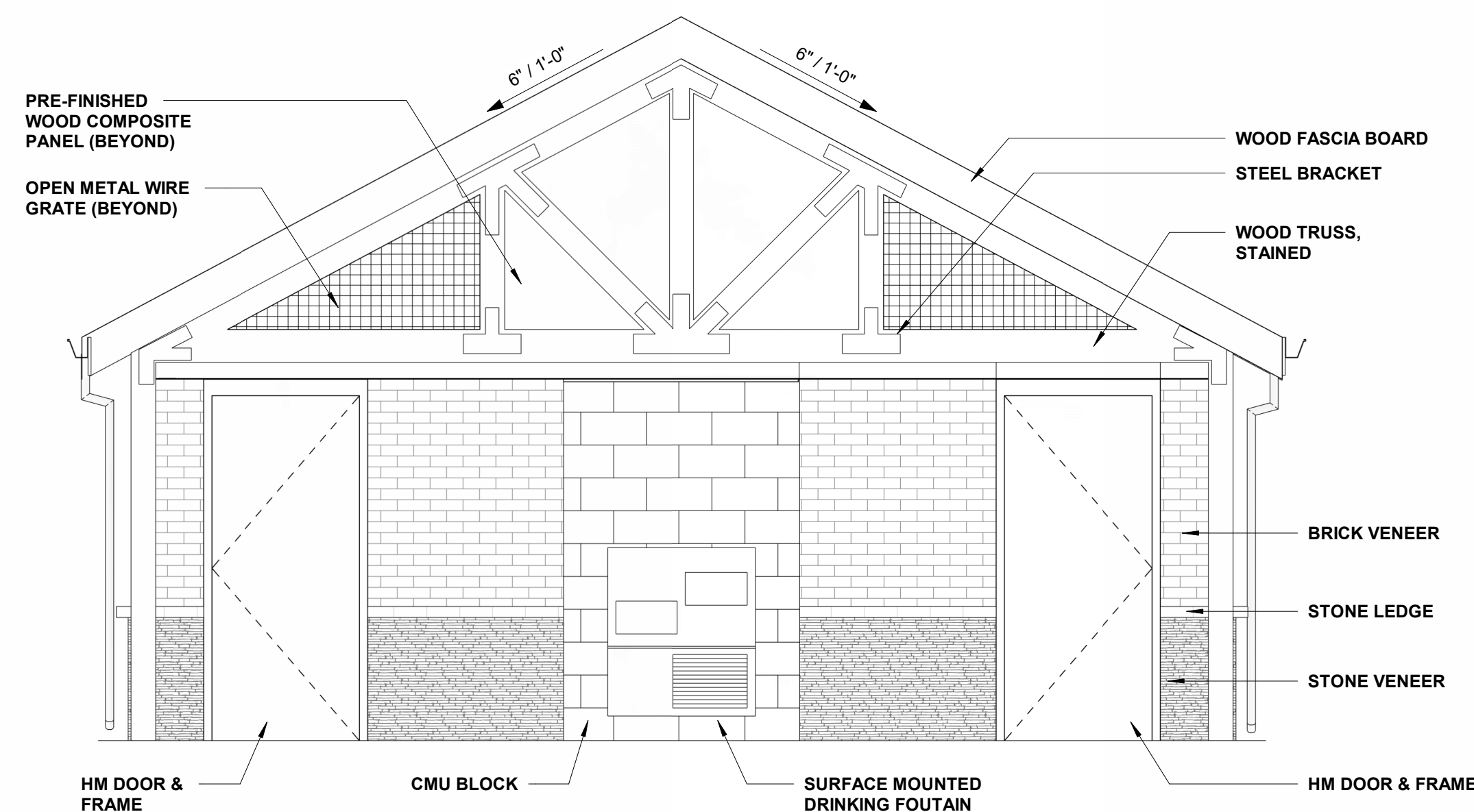
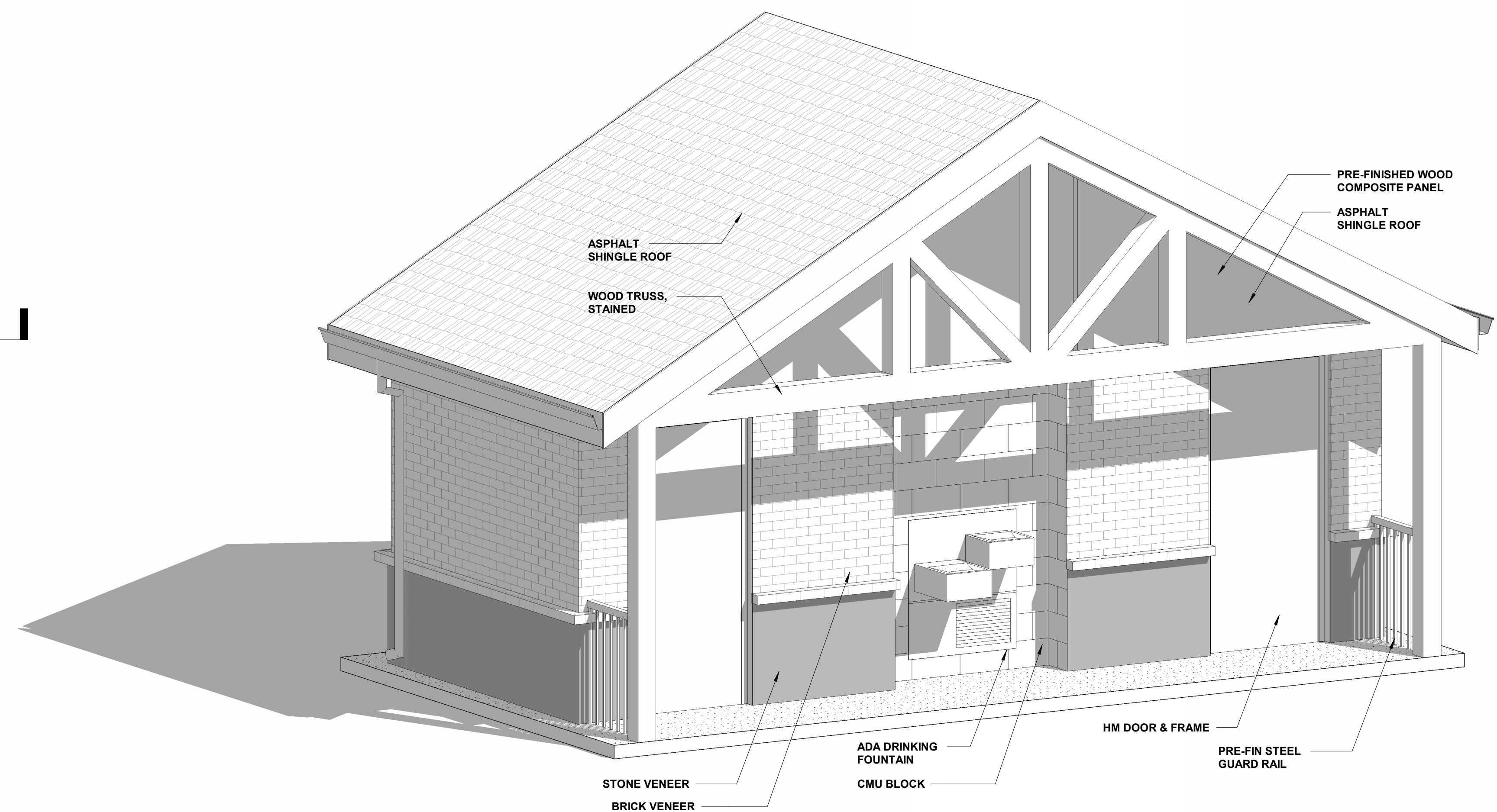
OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Rebecca Hume
Title: City Recorder

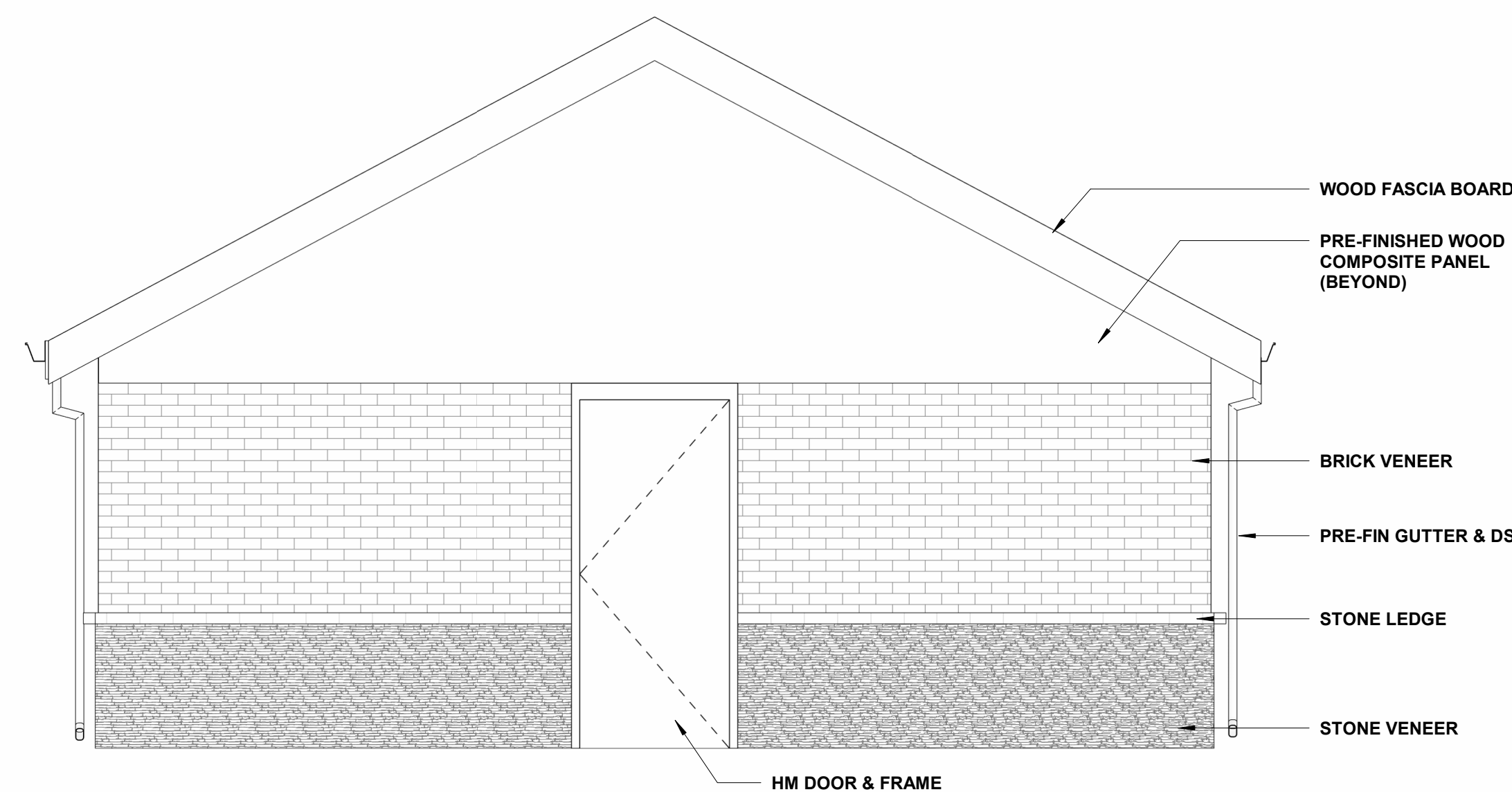
By: _____
Emily Harrell
Title: City Manager



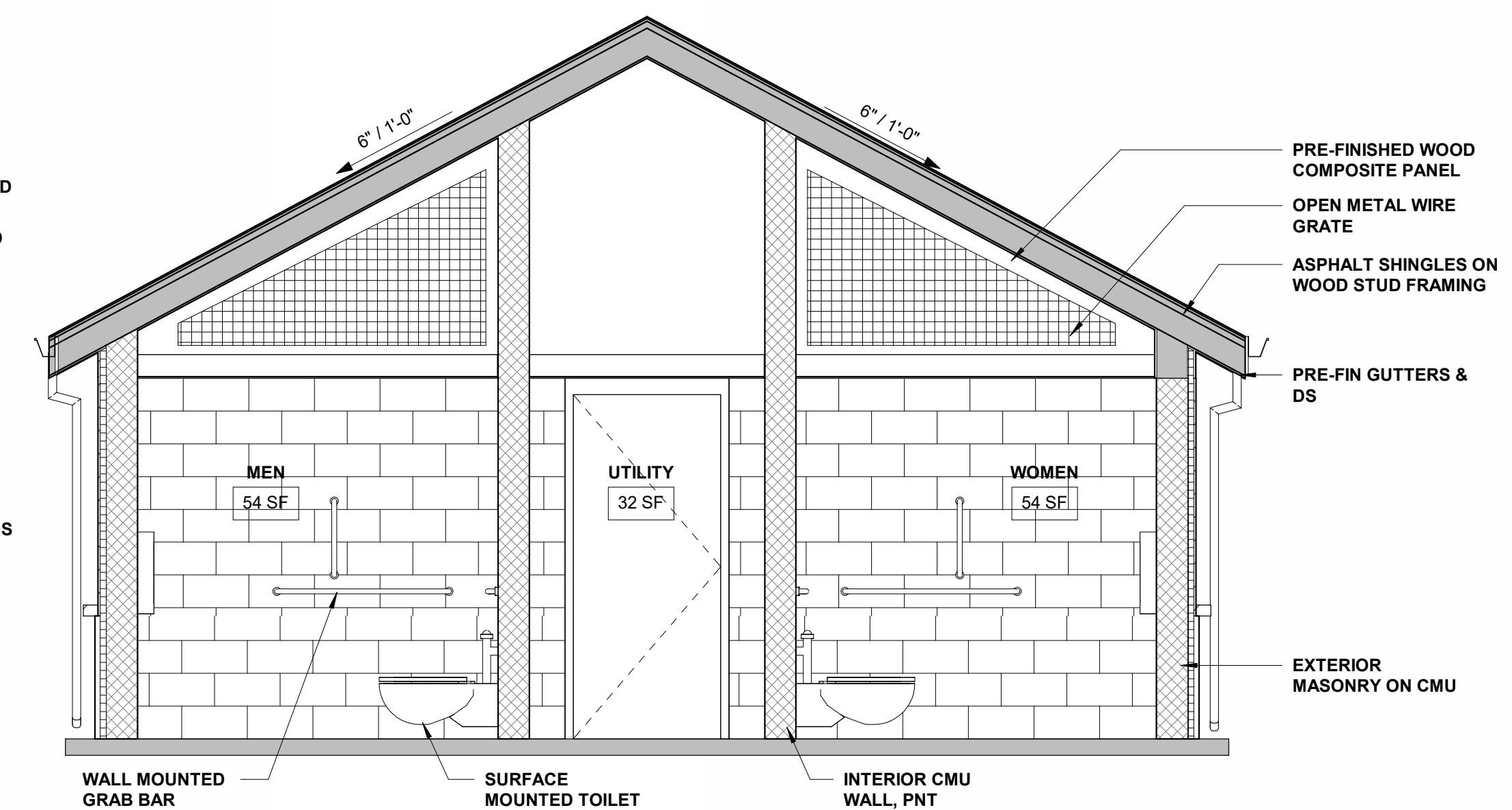
1 FLOOR PLAN
1/2" = 1'-0"



2 FRONT ELEVATION
3/8" = 1'-0"



3 REAR ELEVATION
3/8" = 1'-0"



4 BLDG SECTION
3/8" = 1'-0"

NEW CONSTRUCTION

11/17/25

LAKELAND ATHLETIC COMPLEX AND RECREATION RESTROOM

LAKELAND, TN



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - setting the salary of the Mayor of the City of Lakeland, Tennessee. *Sponsored by Commissioner Johnston*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

RESOLUTION R-42-2026

SETTING THE SALARY OF THE MAYOR OF THE CITY OF LAKELAND,
TENNESSEE

WHEREAS, pursuant to TENN. CODE ANN. § 6-20-204, the salary of the Mayor may be established annually by the Board of Commissioners ("Board") at the time of adoption of the annual operating budget; and

WHEREAS, pursuant to TENN. CODE ANN. § 6-20-204, the salary of the Mayor shall not be increased or diminished prior to the end of the term for which the Mayor was elected; and

WHEREAS, pursuant to TENN. CODE ANN. § 6-20-204, increasing or diminishing the salary of the Mayor shall be approved by a two-thirds (2/3) vote of the Board; and

WHEREAS, the Board desires to establish the salary received by the Mayor to Ten Thousand Dollars (\$10,000.00) per year; and

WHEREAS, the City of Lakeland, Tennessee currently holds its municipal general election at the November state general election; and

WHEREAS, the City's next regularly scheduled municipal general election is set for November 3, 2026, at which time the position of Mayor will be elected; and

WHEREAS, following the election or re-election of the Mayor on November 3, 2026, the salary of the Mayor shall be Ten Thousand Dollars (\$10,000.00) per year; and

WHEREAS, consistent with TENN. CODE ANN. § 6-20-204, the salary of the Mayor shall not be increased or diminished during their existing term which is set to expire at the November 2026 municipal general election; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that following the election or re-election of the Mayor on November 3, 2026, the salary of the Mayor shall be Ten Thousand Dollars (\$10,000.00) per year.

BE IT FURTHERED RESOLVED that the salary of the Mayor for election or reelection on November 3, 2026, shall not be increased or diminished during the existing term which is set to expire at the November 2026 municipal general election.

BE IT FURTHERED RESOLVED that this Resolution is to take effect immediately upon its passage.

RESOLUTION R-42-2026

SETTING THE SALARY OF THE MAYOR OF THE CITY OF LAKELAND,
TENNESSEE

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, on this 2nd day of April, 2026.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Resolution** - approving a list of 2026 Proclamations for the City of Lakeland, Tennessee. *Sponsored by Commissioner McCarter*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

RESOLUTION R-51-2026

APPROVING A LIST OF 2026 PROCLAMATIONS FOR THE CITY OF LAKELAND,
TENNESSEE. SPONSERED BY COMMISSIONER MCCARTER

WHEREAS, the City of Lakeland and the Board of Commissioners desire to approve a list of 2026 Proclamations for the City of Lakeland to observe; and

WHEREAS, the list of the 2026 Proclamations are as follows: National Blue and Green Day (observed April 10, 2026), National Day of Prayer (observed May 7, 2026), Firefighter Appreciation Day (observed May 4, 2026), Teacher Appreciation Week (observed May 4-8, 2026), Nurses Appreciation Day/Week (observed May 6, 2026/May 6-12, 2026), Public Works Week (observed May 17-23, 2026), Parks and Recreation Month (observed the month of July).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized and directed to sign Proclamations for the year of 2026, In the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 2nd day of April 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Proclamation

WHEREAS, Every year, National Donate Life observes Blue & Green Day to amplify the importance of registering as an organ and tissue donor, and encourage the public to wear blue and green to raise awareness; and,

WHEREAS, More than 100,000 Americans, including 4,000 in the Mid-South area, are currently on the national transplant waiting list; and,

WHEREAS, Another person is added to the waiting list every nine minutes, and on average, seventeen people die every day because the organs they need are not donated in time; and,

WHEREAS, We can all do our part to save lives by educating and encouraging our peers and loved ones to register as an organ and tissue donor; and,

WHEREAS, The City of Lakeland, TN supports National Donate Life and Mid-South Transplant Foundation and its efforts to bring new life to men, women and children in need of lifesaving organ and tissue transplants; and,

WHEREAS, We hold those that have saved lives through the gift of donation in the highest regard and are grateful for their selflessness.

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim the 10th day of April 2026 in honor of Blue & Green Day Mid-South in the City of Lakeland, and thus encourage all residents to promote the importance of organ and tissue donation.

IN WITNESS WHEREOF, we have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 19th day of March, 2026.

Josh Roman, *Mayor*, City of Lakeland, Tennessee

Michele Dial, *Vice Mayor*, City of Lakeland, Tennessee

Jim Atkinson, *Commissioner*, City of Lakeland, Tennessee

Derek Johnston, *Commissioner*, City of Lakeland, Tennessee

Connie McCarter, *Commissioner*, City of Lakeland, Tennessee



Proclamation

WHEREAS, Throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and

WHEREAS, From the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

WHEREAS, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, In our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "Pour Out to the God of Hope and Be Filled" based on the verse in Romans 15:13 that is a prayer and a promise, "Now may the God of hope fill you with all joy and peace in believing, so that you will abound in hope by the power of the Holy Spirit," and

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim the 7th day of May 2026 as a Day of Prayer throughout the City of Lakeland, Tennessee, and commend this observance to all of our citizens.

IN WITNESS WHEREOF, we have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, *Mayor*, City of Lakeland, Tennessee

Michele Dial, *Vice Mayor*, City of Lakeland, Tennessee

Jim Atkinson, *Commissioner*, City of Lakeland, Tennessee

Derek Johnston, *Commissioner*, City of Lakeland, Tennessee

Connie McCarter, *Commissioner*, City of Lakeland, Tennessee



Proclamation

WHEREAS, the City of Lakeland, Tennessee recognizes the extraordinary bravery, dedication, and sacrifice of its firefighters who selflessly serve to protect the lives and property of our community members; and,

WHEREAS, these courageous individuals embody the spirit of service, putting their own safety at risk to ensure the safety and well-being of others during times of crisis and emergency; and,

WHEREAS, the firefighters of Lakeland demonstrate unwavering commitment and professionalism in their tireless efforts to prevent and combat fires, provide emergency medical assistance, and offer critical support in various rescue operations; and,

WHEREAS, the City of Lakeland is profoundly grateful for the invaluable contributions of its firefighters, who exemplify the highest standards of public service and uphold the noble tradition of firefighting with honor, integrity, and compassion; and,

WHEREAS, it is fitting and proper to recognize and express gratitude for the selfless service of our firefighters, acknowledging their vital role in safeguarding our community and enhancing the quality of life for all residents;

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim May 4th, 2026, as **Firefighter Appreciation Day** in the City of Lakeland. We call upon all residents, businesses, organizations, and institutions to join me in honoring and celebrating the dedication, bravery, and sacrifice of our firefighters. Let us express our deepest appreciation and admiration for their unwavering commitment to protecting our community and serving with distinction.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, Mayor, City of Lakeland, Tennessee

Michele Dial, Vice Mayor, City of Lakeland, Tennessee

Jim Atkinson, Commissioner, City of Lakeland, Tennessee

Derek Johnston, Commissioner, City of Lakeland, Tennessee

Connie McCarter, Commissioner, City of Lakeland, Tennessee



Proclamation

WHEREAS, the City of Lakeland recognizes the invaluable contributions of educators in shaping the minds and futures of our youth; and,

WHEREAS, teachers play a vital role in fostering a love for learning, imparting knowledge, and instilling essential values in our students; and,

WHEREAS, teachers serve as mentors, guides, and role models, dedicating their time, energy, and passion to the betterment of our community; and,

WHEREAS, the City of Lakeland acknowledges the unwavering commitment of teachers to the success and well-being of every student, regardless of challenges or obstacles they may face; and,

WHEREAS, during the week of May 4-8, 2026, the City of Lakeland joins the nation in celebrating Teacher Appreciation Week, a time to express gratitude and honor the exemplary work of our educators;

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim May 4-8, 2026, as Teacher Appreciation Week in the City of Lakeland, Tennessee. We call upon all residents, businesses, and community organizations to join in recognizing and thanking our teachers for their dedication, passion, and tireless efforts in shaping the future leaders of our city.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, Mayor, City of Lakeland, Tennessee

Michele Dial, Vice Mayor, City of Lakeland, Tennessee

Jim Atkinson, Commissioner, City of Lakeland, Tennessee

Derek Johnston, Commissioner, City of Lakeland, Tennessee

Connie McCarter, Commissioner, City of Lakeland, Tennessee



Proclamation

WHEREAS, the nearly 5 million registered nurses in the United States represent the backbone of our healthcare system, serving with unwavering dedication in hospitals, clinics, schools, long-term care facilities, and throughout our communities; and,

WHEREAS, Nurses Day is celebrated annually on May 6, and Nurses Week is celebrated from May 6 through May 12—culminating on the birthday of Florence Nightingale, the founder of modern nursing—to honor the critical role nurses play in saving lives, promoting health, and advocating for patients and their families; and,

WHEREAS, the 2026 theme for National Nurses Week, "The Power of Nurses," recognizes the strength, resilience, and leadership nurses demonstrate every day, as well as their essential role in advancing healthcare equity, innovation, and compassionate care; and,

WHEREAS, throughout challenges such as public health emergencies, natural disasters, and the day-to-day demands of healthcare delivery, nurses continue to rise to the occasion, providing skilled, empathetic care and serving as pillars of trust and hope within our community; and,

WHEREAS, the City of Lakeland, Tennessee deeply values the extraordinary contributions of nurses, who enrich our lives and communities with their expertise, humanity, and unwavering commitment to health and well-being;

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim May 6, 2026, as NURSES DAY and May 6–12, 2026, as NURSES WEEK in the City of Lakeland and urge all citizens to join in recognizing and celebrating "The Power of Nurses" and their vital contributions to our community and our nation.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, Mayor, City of Lakeland, Tennessee

Michele Dial, Vice Mayor, City of Lakeland, Tennessee

Jim Atkinson, Commissioner, City of Lakeland, Tennessee

Derek Johnston, Commissioner, City of Lakeland, Tennessee

Connie McCarter, Commissioner, City of Lakeland, Tennessee



Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Lakeland; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

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

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim May 17–23, 2026, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April 2026.

Josh Roman, Mayor, City of Lakeland, Tennessee

Michele Dial, Vice Mayor, City of Lakeland, Tennessee

Jim Atkinson, Commissioner, City of Lakeland, Tennessee

Derek Johnston, Commissioner, City of Lakeland, Tennessee

Connie McCarter, Commissioner, City of Lakeland, Tennessee



Proclamation

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Lakeland; and,

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and,

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and,

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and,

WHEREAS, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and,

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and.

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and,

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim that July is recognized as Parks and Recreation Month in the City of Lakeland, Tennessee.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 2nd day of April, 2026.

Josh Roman, Mayor, City of Lakeland, Tennessee

Michele Dial, Vice Mayor, City of Lakeland, Tennessee

Jim Atkinson, Commissioner, City of Lakeland, Tennessee

Derek Johnston, Commissioner, City of Lakeland, Tennessee

Connie McCarter, Commissioner, City of Lakeland, Tennessee



Board of Commissioners

Meeting Cycle: Thursday, April 2, 2026

Subject: **Discussion and Possible Action** - regarding changing Lakeland's form of government.

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION