



Board of Commissioners
Work Session Agenda
Thursday, August 5, 2021, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - City Manager's Report
 - Commissioners' Report
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
July 8, 2021
- XI. REGULAR AGENDA:
 1. **Ordinance - Final Reading** - to amend the Land Development Regulations of Lakeland, Tennessee, to make an interim amendment to the Land Development Regulations concerning allowed uses for multifamily. *Sponsored by Richard Donovan*

2. **Ordinance – Final Reading** – to amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning allowed uses for vehicular services; impervious surface, semi-pervious surface, and building coverages; and Commercial Building Type B. *Sponsored by Richard Donovan*
3. **Ordinance - First Reading** - amending Section 5-101 of the Lakeland city code to provide for official depositories for city accounts. *Sponsored by Michael Walker*
4. **Resolution** - authorizing the payment of reappraisal fees to the Shelby County Assessor's Office. *Sponsored by Michael Walker*
5. **Resolution** - approving a Renewal of Inter-Governmental Agreement Between Lakeland and Shelby County Government Establishing Cooperation and Coordination of Certain Activities for the Operation of the Shelby County Household Hazardous Waste Facility. *Sponsored by Emily Harrell*
6. **Resolution** - authorizing Change Order #2 for the FY2021 Street Paving Project. *Sponsored by Emily Harrell*
7. **Resolution** - authorizing Change Order #2 for the FY2021 Heron's Ridge Pond Project. *Sponsored by Emily Harrell*
8. **Resolution** - approving the purchase of a network server from Central Technologies, Inc. through the Interlocal Purchasing System Program. *Sponsored by Josh Thompson*
9. **Resolution** - authorizing the City Manager to execute a contract with True North Geographic Technologies, LLC for Cityworks and GIS hosting services. *Sponsored by Josh Thompson*
10. **Resolution** - authorizing the City Manager to execute a contract with True North Geographic Technologies, LLC for Cityworks post-implementation support services. *Sponsored by Josh Thompson*
11. **Resolution** - authorizing the engagement with Howell Marketing Strategies, LLC for development of a strategic communications and engagement plan. *Sponsored by Shane Horn*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office



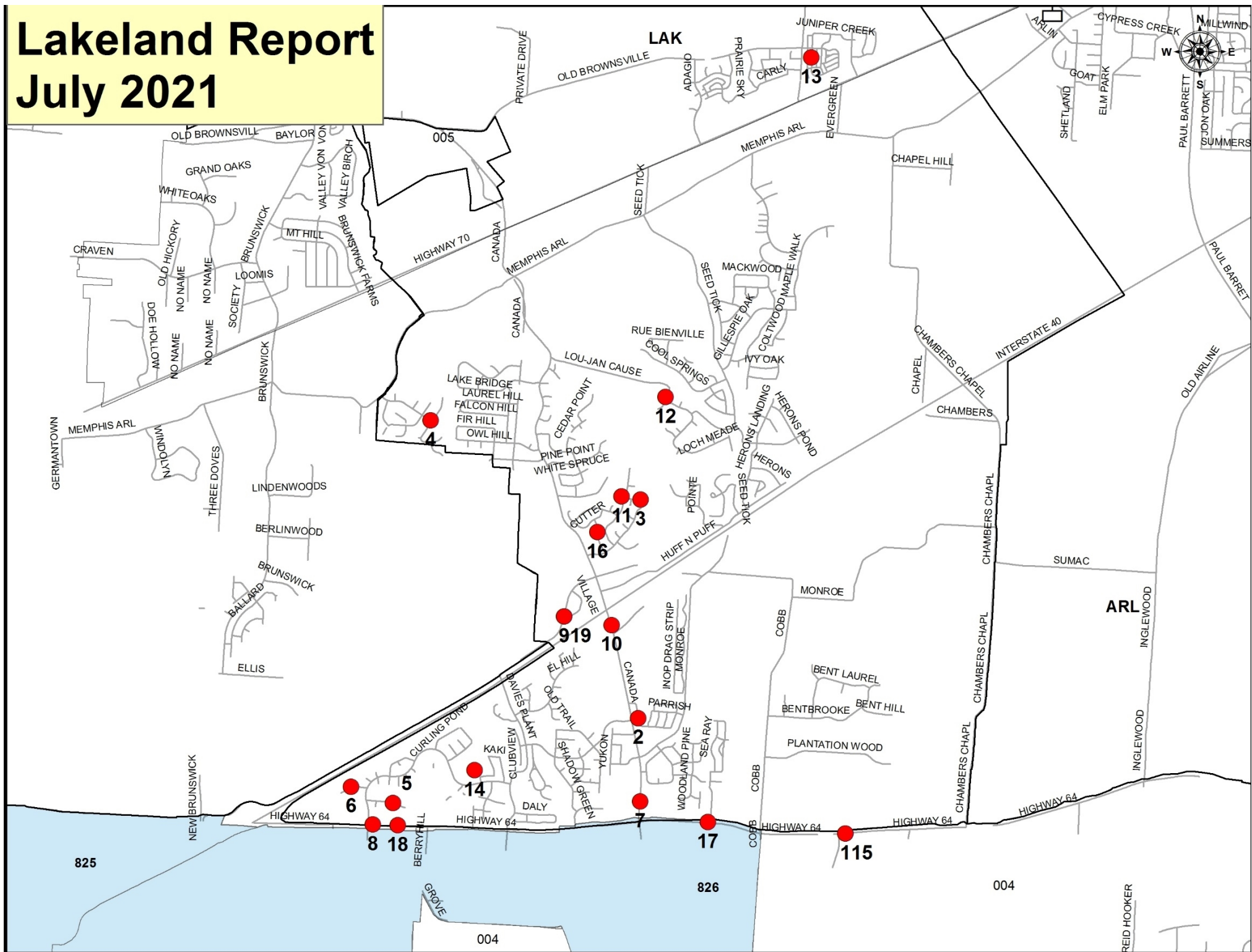
Crime Report

Lakeland, TN 38002

July 2021

Lakeland Report

July 2021



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	DATE OF REPORT
1	2107000219SH	Other Theft/Non-Specific	07/03/2021 2:45:00 PM
2	2107000116SH	Theft from Motor Vehicle	07/01/2021 12:45:00 PM
3	2107000453SH	Burglary/Construction	07/09/2021 9:37:00 AM
4	2107000481SH	Burglary/Residential	07/10/2021 2:43:00 AM
5	2107000391SH	Extortion/Blackmail	07/07/2021 7:43:00 PM
6	2107000295SH	Intimidation	07/05/2021 8:31:00 PM
7	2107000492SH	Shoplifting/Misdemeanor	07/10/2021 4:11:00 PM
8	2107000290SH	Theft from Motor Vehicle	07/05/2021 7:07:00 PM
9	2107000364SH	Theft of Vehicle Parts/Accessories	07/07/2021 12:47:00 PM
10	2107000405SH	Vandalism/Misdemeanor	07/08/2021 8:01:00 AM
11	2107000572SH	Other Theft/Non-Specific	07/12/2021 3:29:00 PM
12	2107000696SH	Simple Assault	07/15/2021 11:46:00 PM
13	2107000666SH	Simple Assault/DV	07/15/2021 4:26:00 AM
14	2107000739SH	Simple Assault/DV	07/17/2021 8:49:00 AM
15	2107000747SH	Theft of Other Trailer	07/17/2021 12:29:00 PM
16	2107000962SH	Impersonation	07/22/2021 11:18:00 AM
17	2107000875SH	Intimidation	07/20/2021 5:06:00 PM
18	2107001002SH	MVT/Passenger Vehicle	07/23/2021 12:31:00 PM
19	2107001021SH	Theft of Vehicle Parts/Accessories	07/23/2021 8:11:00 PM

Incident Count

Incident 	Count
Burglary/Construction	1
Burglary/Residential	1
Extortion/Blackmail	1
Impersonation	1
Intimidation	2
MVT/Passenger Vehicle	1
Other Theft/Non-Specific	2
Shoplifting/Misdemeanor	1
Simple Assault	1
Simple Assault/DV	2
Theft from Motor Vehicle	2
Theft of Other Trailer	1
Theft of Vehicle Parts/Accessories	2
Vandalism/Misdemeanor	1
Grand Total	19

END OF PRESENTATION



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 08, 2021, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:44 p.m. on Thursday, July 08, 2021.

- II. **INVOCATION:** The invocation was offered by Mayor Cunningham.

- III. **PLEDGE:** Mayor Cunningham led in the Pledge to the Flag.

- IV. **ROLL CALL BY RECORDER:** Mayor Mike Cunningham, Vice Mayor Michele Dial, Commissioner Jim Atkinson, Commissioner Richard Gonzales, and Commissioner Wesley Wright were present.

Staff personnel in attendance were City Manager Shane Horn, Planning Director Richard Donovan, Park & Recreation Director Patrick O'Mara, Staff Engineer Alejandra Arriaga, GIS Director Josh Thompson, Public Works Supervisor Daniel Lovett, City Recorder Debra Murrell and City Attorney Will Patterson.

- V. **PUBLIC HEARING:**

- VI. **TREASURER'S REPORT:**

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

- Sheriff's Report: Summary report for the month of June (*On file - Available to view*)
- City Manager's Report: City Manager Shane Horn offered a report.
 - Special recognition given for Maintenance Technician II, Nelson Hardaway, for 20 years of service with the City of Lakeland.
- Commissioners' Report:
 - Vice Mayor Dial offered a report on PRB activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.

- VIII. **PUBLIC COMMENTS:** *No comments were heard.*

- IX. **SEWERAGE COMMISSION BUSINESS:**

- X. **CONSENT AGENDA:**

For the record: Without objections Regular Agenda Item # 1 was moved to the consent agenda.

1. **Approval of Meeting Minutes from Previous Meetings:**
 - a. Regular Meeting Minutes, June 10, 2021.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 08, 2021, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

2. **Resolution - approving the purchase of a 2021 Ford Ranger 4x4 SuperCrew cab from Ford of Murfreesboro through State of Tennessee Statewide Contract #64470. Sponsored by Pat O'Mara**
3. **Resolution - approving the 2021 Shelby County Hazard Mitigation Plan. Sponsored by Shane Horn**
4. **Resolution - approving the funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce for fiscal year 2021-2022. Sponsored by Shane Horn**
5. **Resolution – authorizing the City Manager to execute a licensing agreement with Central Technologies, Inc. for Microsoft 365 licensing. Sponsored by Josh Thompson**
6. **Resolution - approving a contract with Holbrook Asphalt for the FY22 Pavement Preservation Project. Sponsored by Alejandra Arriaga**
7. **ORDINANCE – FRIST READING – to amend the Land Development Regulations of Lakeland, Tennessee, to make an interim amendment to the Land Development Regulations concerning allowed uses for multifamily. Sponsored by Richard Donovan (originally Regular Agenda Item 1)**

Commissioner Gonzales moved to approve the consent agenda as presented with the addition of Regular Agenda Item # 1, seconded by Vice Mayor Dial.

When the question was called the motion carried, roll call vote, 5 in favor 0 against (5-0).

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

XI. REGULAR AGENDA:

1. **ORDINANCE – FRIST READING – to amend the Land Development Regulations of Lakeland, Tennessee, to make an interim amendment to the Land Development Regulations concerning allowed uses for multifamily. Sponsored by Richard Donovan (moved up to the Consent Agenda)**



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 08, 2021, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

2. RESOLUTION - APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE HEATHFIELD ON SCOTT'S CREEK PLANNED DEVELOPMENT. Sponsored by Richard Donovan

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

Discussion ensued.

For the record: Public comments were heard from the following:
Trey Sowell – Arbor View Development, LLC

After the discussion, Commissioner Atkinson moved to amend the resolution to include the following:

1. Any cluster mailbox shall be of a decorative style and be landscaped. The DRC and USPS shall approve any cluster mailboxes and landscaping prior to installation. This shall be completed prior to the construction plans. A note shall be added to the PDP as requested by Staff.
2. A full traffic study shall be completed during a time when school is in session and prior to the execution of the Development Contract for Phase 2 of the development.
3. The following shall be added to IV. Design Standards E.:
Garages shall meet the following requirements:
 - i. Attached garages with garage doors parallel to the Front Property Line are permitted on the front Facade with the following conditions.
 1. Attached garage facade shall be located a minimum of fifteen (15) feet behind the front Facade.
 2. Attached garage Facade shall not occupy a space larger than the percentage of the building's total front Façade, as specified each building types as shown on Exhibit I(1):
 - a. Suburban Estate = 30%
 - b. Suburban Manor = 30%
 - c. Suburban Cottage = 55%
 3. Attached garages of the same orientation (garage doors parallel to the street or garage doors perpendicular to the street facing the same direction) shall not be located on more than three (3) consecutive lots.
4. Addresses shall be displayed in a prominent and consistent manner on the facades of each home.
5. An updated PDP shall be submitted to City Staff reflecting any changes required by these conditions or conditions of the BOC.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKE LAND, TENNESSEE 38002**

Mayor Cunningham seconded the motion.

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

3. **RESOLUTION - APPROVING AN AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR THE LAKE DISTRICT PLANNED DEVELOPMENT.** Sponsored by Richard Donovan

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

For the record: Commissioner Atkinson stated he would be abstaining on this item as he is employed by A2H, who is representing the applicant.

When the question was called the resolution passed as presented, roll call vote, 4 in favor 0 against 1 abstention (4-0-1).

Vice Mayor Dial	Yea
Commissioner Atkinson	Abstain
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

RESOLUTION - TO CONFIRM A DATE FOR A COMBINED MEETING OF THE BOARD OF COMMISSIONERS, ECONOMIC DEVELOPMENT COMMISSION, AND LAKE LAND Area Chamber of Commerce. Sponsored by Commissioner Atkinson
Commissioner Wright moved to bring this item to the floor, seconded by Commissioner Atkinson.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKE LAND, TENNESSEE 38002**

Mayor Cunningham moved to amend the resolution to set the date to be August 5, 2021, at 6:00 p.m., seconded by Commissioner Atkinson.

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner Gonzales	Yea
Commissioner Wright	Yea
Mayor Cunningham	Yea

4. ***DISCUSSION AND POSSIBLE ACTION ON RESIDENTIAL CONSTRUCTION TRAFFIC. Sponsored by Commissioner Wright***
Commissioner Gonzales moved to bring this item to the floor, seconded by Vice Mayor Dial.

Discussion only, no action was taken.

5. ***DISCUSSION AND POSSIBLE ACTION ON NOISE REDUCTION AND ORDINANCES. Sponsored by Commissioner Wright***
Commissioner Gonzales moved to bring this item to the floor, seconded by Commissioner Atkinson.

Discussion only, no action was taken.

XII. ANNOUNCEMENTS:

- XIII. ADJOURNMENT:** There being no other business on which to take action, Commissioner Gonzales moved to adjourn the meeting, seconded by Commissioner Atkinson. ***Motion carried, voice vote, all in favor (5-0).***

The meeting was adjourned at 8:02 p.m. on Thursday, July 08, 2021.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 08, 2021, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

These minutes were approved on August 12, 2021.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Draft



Board of Commissioners

MEETING CYCLE: Thursday, August 5, 2021

SUBJECT: Ordinance – Final Reading - to amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Developments Regulations concerning allowed uses for multifamily.

STAFF CONTACT: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

The MPC and Staff recommend approval of the interim amendment to the Land Development Regulations.

BUDGET IMPACT

DISCUSSION

BACKGROUND:

This is the last of the six original amendments to the Zoning Regulations to address issues that have manifested in the last several months. This amendment has two parts; the first part will remove multifamily uses from the commercial zoning district and limit it to one zoning district (R7) within the city. The second part will limit the number of units allowed where permitted. Currently, the LDRs allow 43 units per acre, and the proposed amendment will restrict that to approximately 12 units per acre.

ORDINANCE O-10-2021

AN ORDINANCE TO AMEND THE LAND DEVELOPMENT REGULATIONS OF LAKELAND, TENNESSEE, TO MAKE AN INTERIM AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS CONCERNING ALLOWED USES FOR MULTI-FAMILY

WHEREAS, the City of Lakeland seeks to make interim amendment to the Land Development Regulation until a new set of Land Development Regulations can be adopted; and

WHEREAS, the City seeks to resolve reoccurring issues within the Land Development Regulations for sections concerning multifamily zoning and buildings; and

WHEREAS, the City of Lakeland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Lakeland's population; and

WHEREAS, the Municipal Planning Commission on June 17, 2021 voted 6 to 1 to recommend approval of the adoption of said Ordinance to the Board of Commissioners; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, TENNESSEE, as follows:

Section 1. To amend Table 3.B-1. Commercial, Industrial, and Civil Building Types Table by removing the items highlighted and stricken through and adding the highlighted as follows:

Uses	Districts																						
	Neighborhood Commercial	Community Commercial	Regional Commercial	Neighborhood Office	Office	Institutional	Exurban	Suburban Estate	Suburban Manor	Suburban Cottage	Urban Estate	Urban Manor	Attached	Multi-Family	Neighborhood Civic Space	Neighborhood Open Space	General Open Space	Outdoor Recreation	Conservation	Agriculture	Light Manufacturing	Manufacturing	Infrastructure
	N C	C 1	C 2	N O	O	P	R E	R 1	R 2	R 3	R 4	R 5	R 6	R 7	O S 1	O S 2	O S 3	O S 4	O S 5	A	M 1	M 2	M 3
Multi family														●									

Section 2. To amend Table 3.B-2. Residential Building Types Table by removing the items highliged and stricken through and adding the highlighted as follows:

	Buildable Area
	Minimum Lot Size (Sq. Ft.)
Multifamily	3,500 1,000 per unit

Section 3. To amend Article III, Section 3.V – Building Type Standards: Multifamily building, by removing the items highliged and stricken through and adding the highlighted as follows:

Buildable Area.

1.h Minimum Lot size is 3,500 ~~1,000~~ square feet per unit.

Section 4. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

First Reading: July 8, 2021

Public Hearing: August 12, 2021

Final Reading: August 12, 2021

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*

MEETING CYCLE: Thursday, Thursday, August 5, 2021

SUBJECT: Ordinance – Final Reading - to amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning vehicular service development standards; impervious, semi-pervious, and building coverages; and commercial building type B.

STAFF CONTACT: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

The MPC and Staff recommend approval of the amendment to the Land Development Regulations.

BUDGET IMPACT

DISCUSSION

This is the second group of three amendments that will address issues identified by BOC Resolution on February 11, 2021, or by City Staff.

VEHICULAR SERVICE:

This amendment will change where vehicular service uses (gas stations and others) are allowed with the City of Lakeland. The MPC has reviewed several iterations of this amendment and decided on the current amendment. The ordinance makes the following changes:

1. Adds Vehicular Service to M1 as a conditional use. This is done to correct the use table to make it reflect the language in the LDRs.
2. Requires columns and canopies to meet the design requirements
3. All vehicular service uses must be within 500 feet of two arterials or an arterial and collector. See map for allowed properties.
4. No vehicular service on Highway 70 or Canada Road.
5. If vehicular service is adjacent to a residential, open space, or conservation area, a 6-foot fence is required.
6. Active entrance on the arterial street side of the building.
7. If a vehicular service site is discontinued and repurposed for another use, the tanks and canopies must be removed from the site.

These amendments do make several and possible all current vehicular service sites non-conforming and grandfathered. The current site would be allowed to continue to operate and

make site improvements within the constraints of the State Code and only become a violation if the use was discontinued for more than 30 months.

IMPERVIOUS, SEMI-PERVIOUS, AND BUILDING COVERAGE:

This amendment will remove the impervious surface requirements for residential districts. This removal is consistent with other cities in the immediate area and statewide. Most do have a maximum building coverage area; that standard is currently in place for Lakeland. The issue with the impervious surface requirement has come to light in the last several months with numerous appeals to the Board of Appeals. Many existing neighborhoods have difficulty meeting this requirement because driveways, houses, accessory structures, etc., cover larger portions of the lots. This requirement has been part of at least three appeals in the last five months. It is Staffs opinion that this many appeals mean the Code needs to be amended to resolve the issues.

COMMERCIAL BUILDING TYPE B:

This amendment will limit the use of Building Type B to Canda Road within the C1 and C2 zoning districts unless the lot also fronts on another connector, avenue or boulevard. The Type B building would not be permitted in new locations on Canada Road or Highway 70.

ORDINANCE O-7-2021

AN ORDINANCE TO AMEND THE LAND DEVELOPMENT REGULATIONS OF LAKELAND, TENNESSEE, TO MAKE INTERIM AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS CONCERNING VEHICULAR SERVICE DEVELOPMENT STANDARDS; IMPERVIOUS, SEMI-PERVIOUS, AND BUILDING COVERAGES; AND COMMERCIAL BUILDING TYPE B.

WHEREAS, the City of Lakeland seeks to make interim amendment to the Land Development Regulation until a new set of Land Development Regulations can be adopted; and

WHEREAS, the City seeks to resolve reoccurring issues within the Land Development Regulations for sections concerning vehivular service development standards; impervious, semi-pervious, and building coverages; and commercial building type B; and

WHEREAS, the City of Lakeland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Lakeland's population; and

WHEREAS, the Municipal Planning Commission on May 27, 2021 voted 5 to 1 to recommend approval of the adoption of said Ordinance to the Board of Commissioners; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, TENNESSEE, as follows:

Section 1. To amend Table 2.L-1. Use Table adding the highlighted as follows:

Uses	Regional Commercial C2	Light Manufacturing M1
Vehicle Service	○	○

Section 2. To amend Article III, Section 2.M.16, by adding the highlighted text as follows:

16. Vehicular Service. In the district where Vehicle Service requires a Conditional Use Permit (I.4.N) ("○"), the following apply:

- a. When a Conditional Use Permit is required, it is the Applicant's burden to prove that granting the permit will not negatively impact the neighborhood or that the site is designed in such a way as to mitigate any such impacts, including traffic, noise, and light.

- b. Use Limitation. Repair and wash facilities for semi-trucks, recreational vehicles, boats, and other oversized vehicles are only permitted in the M1 District.
- c. Structures: Principal Structure. Principal Structures shall be constructed using one of the permitted Building Types in the District. The Pitched Cap Type and Parapet are the only permitted Cap Type for this Use.
- d. Structures: Canopies. Canopies shall be developed using the following:
 1. Canopies, including the roof, shall be no taller than twenty-eight feet.
 2. Canopy roof structures shall match the roof structure of the Principal Structure on the Lot. Refer to permitted Cap Types per non-Residential Building Types in III.3.H through M.
 3. Columns shall be located on the outer edges of the pump islands, outside of and partially screening the pumps.
 4. Columns shall be a minimum of 18" in width in all directions and a maximum of fifteen (15) feet in height.
 5. Column and **canopy** materials shall meet the requirements of III.3.A(5) Non-Residential Building Materials.
- e. Service Bays. Vehicular service bays, including garages and car wash bays, shall not be located on the Front Facade. This is illustrated in Figure 2.M-1

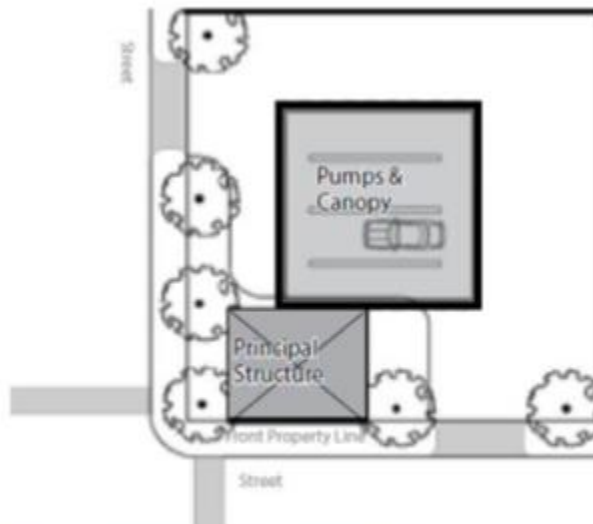


Figure 2.M-1. Relationship between the Principal Structure and the pump islands.

- f. Outdoor Storage. Disabled or inoperable vehicles and those awaiting pick-up may be stored outdoors if:
 1. The vehicles are not stored for more than two days.
 2. The storage area is in the Rear Yard screened from view of the Front Property Line.

3. The storage area is screened using the Heavy Side or Rear Yard Buffer outlined in III.5.K regardless of the adjacent land Uses.
 4. Car sales are not permitted.
- g. Outdoor Activities.
1. All repairs or washing activities shall occur inside a building.
 2. Vacuuming activities may occur in open air, but shall be in the Side or Rear Yards, screened from the Front Property Line.
 3. Outdoor sales are prohibited except for temporary outdoor display of seasonal items, such as windshield wiper fluid or salt, permitted during business hours under the canopy and adjacent to the Principal Structure.
- h. Vehicular Service shall be located within 500 feet of the intersection of two (2) arterials or the intersection of an arterial and collector.
- i. Vehicular Service shall not be allowed on along Canada Road or Highway 70, unless explicitly approved as part of a Planned Development or as an existing (constructed) vehicular service use.
- j. Vehicular Service shall not be located adjacent to a residential, open space, or conservation lot, unless approved a part of a planned development. If approved as a part of a planned development a solid fence or wall of at least six (6) feet in height shall be erected along all property lines separating the site from any lot allowed to have a residential use, open space, or conservation area and along all alley property lines where the property opposite allows for residential uses.
- k. The primary building shall have a useable/active pedestrian entrance on the arterial façade.
- l. Motor vehicle service and fuel center canopies and their associated columns and supports shall be removed at such time that the fuel center pumps and tanks are removed. New uses of the property, other than those for motor vehicle service and fuel centers, shall not be allowed to utilize the canopies previously constructed. New uses of the property, other than those for motor vehicle service and fuel centers, shall remove the canopies and their associated support columns and supports previously constructed prior to being allowed to occupy the site with the new use.

Section 3. To amend Table 3.B-2. Residential Building Types Table by removing the highlighted and stricken through items and adding the the highlighted items as follows:

	Buildable Area	
	Maximum Building Coverage	Maximum Impervious + Semi Pervious Coverage
Residential Buildings		
Agriculture	4%-6%	7% impervious + 3% semi pervious
Exurban	6%	10% impervious + 5% semi pervious
Suburban Estate	20%	30% impervious + 10% semi pervious
Suburban Manor	35%	45% impervious + 10% semi pervious
Suburban Cottage	40%	45% impervious + 10% semi pervious
Urban Estate	40%	50% impervious + 10% semi pervious
Urban Manor	45%	60% impervious + 10% semi pervious
Attached House	45%	60% impervious + 15% semi pervious
Multifamily	45%	65% impervious + 15% semi pervious

Section 4. To amend Article III, Sections 3.N, 3.O, 3.P, 3.Q, 3.R, 3.S, 3.T, 3.U, and 3.V by removing the highlighted and stricken through items and adding the the highlighted items as follows:

Section 3.N – Residential Building Type Standards: Agriculture

1. Building Siting. (Refer to Figure 3.N-1)

Buildable Area.

1.g Maximum Building Coverage shall be ~~four (4)~~ six (6) percent of the Lot Area.

~~1.h Maximum Impervious Site Coverage shall be seven (7) percent of Lot Area and an additional three (3) percent of the site may be Semi Pervious.~~

Section 3.O – Building Type Standards: Exurban

1. Building Siting. (Refer to Figure 3.O-1)

Buildable Area.

1.g Maximum Building Coverage shall be six (6) percent of the Lot Area.

~~1.h Maximum Impervious Site Coverage shall be ten (10) percent of Lot Area and an additional five (5) percent of the site may be Semi Pervious.~~

Section 3.P – Building Type Standards: Suburban Estate

1. **Building Siting. (Refer to Figure 3.P-1)**

Buildable Area.

1.g Maximum Building Coverage shall be twenty (20) percent of the Lot Area.

~~1.h Maximum Impervious Site Coverage shall be thirty (30) percent of Lot Area and an additional ten (10) of the site may be Semi-Pervious.~~

Section 3.Q – Building Type Standards: Suburban Manor

1. **Building Siting. (Refer to Figure 3.Q-1)**

Buildable Area.

1.g Maximum Building Coverage shall be thirty-five (35) percent of the Lot Area.

~~1.h Maximum Impervious Site Coverage shall be forty-five (45) percent of Lot Area and an additional ten (10) of the site may be Semi-Pervious.~~

Section 3.R – Building Type Standards: Suburban Cottage

1. **Building Siting. (Refer to Figure 3.R-1)**

Buildable Area.

1.f Maximum Building Coverage shall be forty (40) percent of the Lot Area.

~~1.g Maximum Impervious Site Coverage shall be forty-five (45) percent of Lot Area and an additional ten (10) percent of the site may be Semi-Pervious.~~

Section 3.S – Building Type Standards: Suburban Cottage

1. **Building Siting. (Refer to Figure 3.S-1) Street Frontage.**

Buildable Area.

1.g Maximum Building Coverage shall be forty (40) percent of the Lot Area.

~~1.h Maximum Impervious Site Coverage shall be fifty (50) percent of Lot Area and an additional ten (10) percent of the site may be Semi-Pervious.~~

Section 3.T – Building Type Standards: Urban Manor

1. **Building Siting. (Refer to Figure 3.T-1) Street Frontage.**

Buildable Area.

1.f Maximum Building Coverage shall be forty-five (45) percent of the Lot Area.

~~1.g Maximum Impervious Site Coverage shall be sixty~~
~~1.h (60) percent of Lot Area and an additional ten (10) percent of the site may be Semi-Pervious.~~

Section 3.U – Building Type Standards: Attached House

. Building Siting. (Refer to Figure 3.U-1)

Buildable Area.

1.j Maximum Building Coverage shall be forty-five (45) percent of the Lot area.

~~1.k Maximum Impervious Site Coverage shall be sixty (60) percent of Lot Area and an additional fifteen (15) percent of the site may be Semi-Pervious.~~

Section 3.V – Building Type Standards: Multifamily Building

1. **Building Siting. (Refer to Figure 3.V-1)**

Buildable Area.

~~1.f Maximum Impervious Site Coverage shall be 65%; an additional 15% of the site may be Semi Pervious.~~

1.i Maximum Building Coverage shall be forty-five (45) percent of the Lot area.

Section 5. To amend Article III, Section 3.Ib – Building Type Standards: Commercial Building Type B by removing the highlighted and stricken through items and adding the the highlighted items as follows:

1. Building Siting. (See Figure 3.I-1)

1.a Multiple Principal Buildings may be constructed on a single Lot; however, all buildings shall meet the requirements of III.3.Ib.

1.b The building Type is permitted in districts per Table 3.A-1 ~~and and on lots with frontage on a Connector, Avenue, or Boulevard Street per Figure 8.B found in Article II.~~ and on lots with frontage on Highway 64 and no other frontage on a connector, avenue, or boulevard according to Figure 8.B found in Article II.

Section 6. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

First Reading: June 10, 2021

Public Hearing: August 12, 2021

Final Reading: August 12, 2021

Mike Cunningham, *Mayor*

ATTEST:

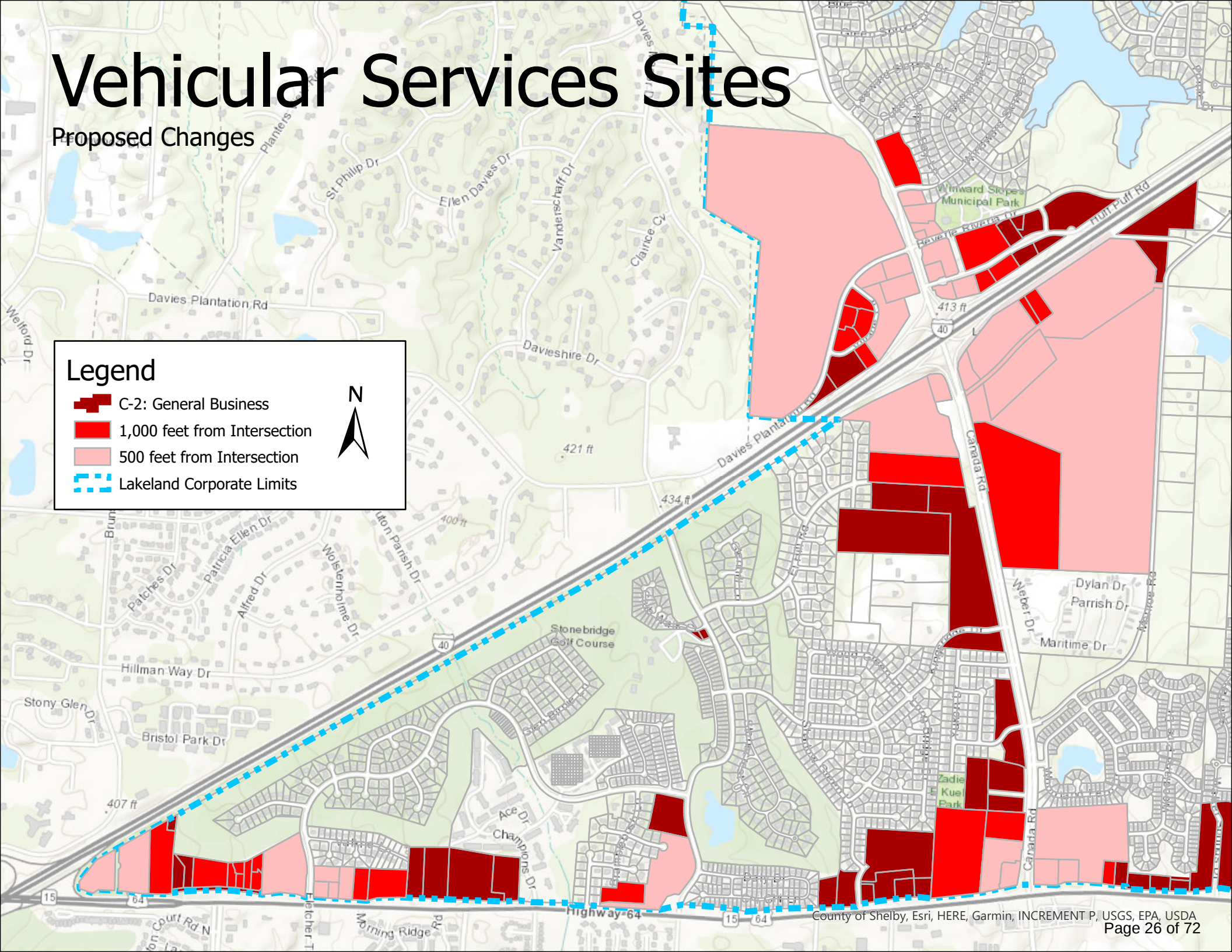
Debra Murrell, *City Recorder*

Vehicular Services Sites

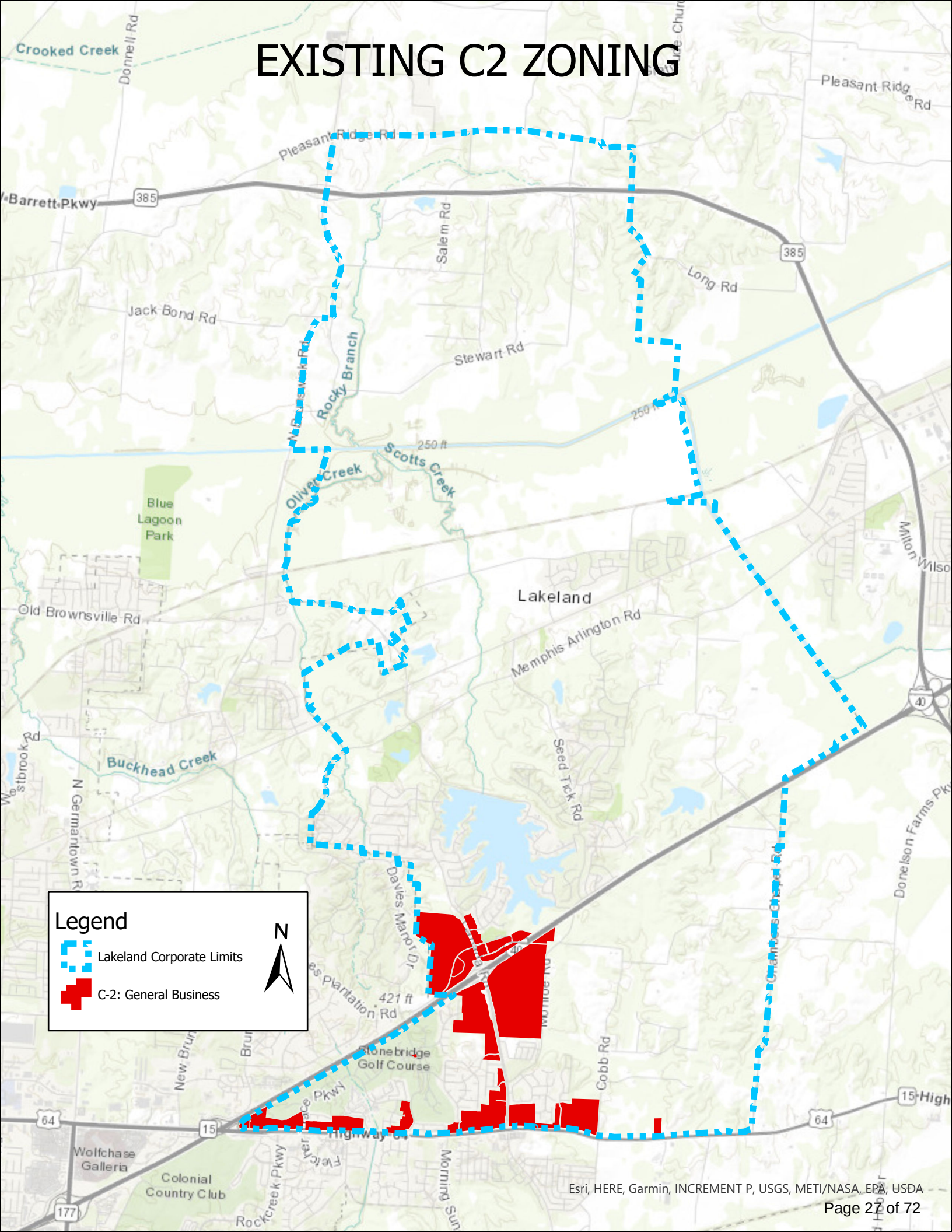
Proposed Changes

Legend

-  C-2: General Business
-  1,000 feet from Intersection
-  500 feet from Intersection
-  Lakeland Corporate Limits



EXISTING C2 ZONING



Meeting Cycle: Thursday, August 5, 2021

Subject: **Ordinance - First Reading** - amending Section 5-101 of the Lakeland city code to provide for official depositories for city accounts. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

Staff recommends approval of Ordinance O-11-2021. The amendment to the City's Code will enable cash funds to be deposited with the State of Tennessee Department of Treasury's Local Government Investment Pool (LGIP) used by many municipal governments in the state. The LGIP is also currently utilized by the Lakeland School System for deposit of excess cash funds. The advantages of the use of the LGIP include 1) full collateralization of deposits as required by T.C.A. and 2) higher interest earnings potential compared to local banking institutions. The LGIP would be used primarily for the deposit and transfer of excess cash on hand and required reserves of fund balance, segregating these funds from routine operational cash requirements.

BUDGET IMPACT

The authorization of the LGIP as an approved depository for City funds has the potential budgetary impact of increased interest income.

DISCUSSION

Staff remains open to questions and discussion.

ORDINANCE O-11-2021

AN ORDINANCE OF THE CITY OF LAKE LAND, TENNESSEE AMENDING
SECTION 5-101 OF THE LAKE LAND CITY CODE TO PROVIDE FOR
OFFICIAL DEPOSITORIES FOR CITY ACCOUNTS,
AS AMENDED BY ORDINANCES 03-23 and 08-124

- WHEREAS,** the City of Lakeland's authorized financial institutions were established in the 1989 Code, Section 5-101; and
- WHEREAS,** the City of Lakeland Board of Commissioners adopted Ordinance 03-23 on February 6, 2003, amending Section 5-101; and
- WHEREAS,** the City of Lakeland Board of Commissioners adopted Ordinance 08-124 on November 6, 2008, further amending Section 5-101; and
- WHEREAS,** the Board of Commissioners seeks to establish the Tennessee Department of Treasury's Local Government Investment Pool (LGIP) as an authorized depository for the investment of City funds.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE LAND, TENNESSEE THAT CHANGES BE MADE TO THE CITY CODE AS FOLLOWS:

SECTION 1. Section 5-101 is amended to read as follows:

Section 5-101. The following financial institutions are hereby designated as official depositories for City accounts and investments: Trustmark National Bank, Regions Bank, First Citizens National Bank, Suntrust Bank, Bank of Bartlett, and First Tennessee Bank. Additionally, City funds may be deposited with the State of Tennessee Department of Treasury Local Government Investment Pool (LGIP).

First Reading: August 12, 2021
Public Hearing:
Final Reading:

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - authorizing the payment of reappraisal fees to the Shelby County Assessor's Office. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

City Staff recommends approval of Resolution R-58-2021. The Shelby County Assessor of Property has completed the quadrennial reappraisal of taxable property within the City of Lakeland, as well as in other municipalities, and has billed Lakeland for the City's prorated share of the reappraisal costs.

BUDGET IMPACT

Costs will be accrued and payable as of June 30, 2021.

DISCUSSION

City Staff remains open to any discussion.

RESOLUTION R-58-2021
AUTHORIZING THE PAYMENT OF REAPPRAISAL FEES
TO THE SHELBY COUNTY ASSESSOR'S OFFICE
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

WHEREAS, the Shelby County Assessor of Property has completed the quadrennial reappraisal of taxable properties within the City of Lakeland; and,

WHEREAS, the Shelby County Assessor of Property has issued an invoice to the City of Lakeland for the City's prorated share of the fiscal years 2018 through 2021 continuous property reappraisal cycle:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the Finance and Human Resources Director is hereby authorized and directed to remit payment of reappraisal fees billed by the Shelby County Assessor of Property as outlined on Exhibit A, attached hereto.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 12TH day of August 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

EXHIBIT A



MELVIN BURGESS
Assessor of Property

Shelby County Assessor of Property

1075 Mullins Station Road • Memphis, Tennessee 38134-7725

(901) 222-7000 • Fax (901) 222-7180

www.assessormelvinburgess.com

To:
City of Lakeland- G0011
10001 Highway 70
Lakeland, TN 38002

Invoice# LakelandFY21
Date: July 7, 2021

City of Lakeland prorated share of the FY 2018 – FY 2021 continuous property reappraisal cycle as calculated on the attached schedule.

Total city share of costs

\$57,433

BATCH NO.	FUND	ORG.	ACCT
	043	800410	4432

Please return copy of invoice with remittance made payable to:

SHELBY COUNTY GOVERNMENT
FINANCE DEPARTMENT
SUITE 800
160 N MAIN ST
MEMPHIS, TN 38103

**REAPPRAISAL PROGRA/CONTINUOUS CYCLE
FISCAL YEARS 2018 -2021**

	TOTAL REAPPRAISAL	(Actual) FY18	(Actual) FY19	(Actual) FY20	(Actual) FY21
Salaries	4,998,818	1,083,060	1,107,434	1,349,705	1,458,619
Other Compensation	67,147	15,870	16,902	13,040	21,336
Fringe Benefits	2,094,389	450,027	465,300	561,311	617,751
Supplies	21,417	2,896	3,773	5,892	8,856
Services	77,279	22,304	13,610	28,991	12,374
Professional and Contracted Services	31,847	2,702	1,538	22,600	5,007
Rent, Utilities and Maintenance	282,232	70,100	67,314	56,628	88,190
Interfund Services	31,304	4,661	11,321	7,661	7,661
Asset Acquisitions	0	0	0	0	0
Total Expenditures	<u>7,604,433.82</u>	<u>1,651,620</u>	<u>1,687,191</u>	<u>2,045,828</u>	<u>2,219,794</u>
Amount billable (50%)	<u><u>\$ 3,802,217</u></u>	<u><u>\$ 825,810</u></u>	<u><u>\$ 843,596</u></u>	<u><u>\$ 1,022,914</u></u>	<u><u>\$ 1,109,897</u></u>

Amount to be Billed to Municipalities
Based on number of parcels for that year

	TOTAL to be invoiced	FY18	FY19	FY20	FY21
Arlington	57,891	12,149	12,673	15,710	17,359
Bartlett	237,849	51,749	52,844	63,972	69,285
Collierville	194,355	41,510	42,798	52,473	57,574
Germantown	168,535	36,606	37,401	45,369	49,160
Lakeland	57,433	12,144	12,611	15,467	17,211
Memphis	2,601,617	569,160	580,471	702,160	749,826
Millington	46,352	10,055	10,252	12,441	13,604
Unincorporated (County cost not billed)					
TOTAL	<u><u>\$ 3,364,033</u></u>	<u><u>\$ 733,373</u></u>	<u><u>\$ 749,048</u></u>	<u><u>\$ 907,591</u></u>	<u><u>\$ 974,020</u></u>

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - approving a Renewal of Inter-Governmental Agreement Between Lakeland and Shelby County Government Establishing Cooperation and Coordination of Certain Activities for the Operation of the Shelby County Household Hazardous Waste Facility. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners approve by resolution the renewal of the Inter-Governmental Agreement between Lakeland and Shelby County Government establishing Cooperation and Coordination of Certain Activities for the Operation of the Shelby County Household Hazardous Waste Facility.

BUDGET IMPACT

The City of Lakeland's annual contribution is 30 cents per capita, which equals \$3,100.00 per year. The monies are budgeted annually in the Solid Waste Fund.

DISCUSSION

The City of Lakeland, as well as other municipalities in Shelby County, contribute to the Hazardous Household Waste Facility operated by Shelby County Government. The facility provides a site for Lakeland residents to dispose of household hazardous waste such as oil, chemicals, e-waste, etc. The contract term is one year with up to three renewal options. The proposed contract includes a reduction in cost share from fifty cents per capita to thirty cents per capita, resulting in an annual savings of approximately \$2,000.

RESOLUTION R-59-2021

A RESOLUTION APPROVING A RENEWAL OF INTER-GOVERNMENTAL
AGREEMENT BETWEEN LAKELAND AND SHELBY COUNTY GOVERNMENT
ESTABLISHING COOPERATION AND COORDINATION OF CERTAIN ACTIVITIES
FOR THE OPERATION OF THE SHELBY COUNTY HOUSEHOLD HAZARDOUS
WASTE FACILITY

WHEREAS, the City desires to participate in the Shelby County Hazardous Household Waste Facility; and,

WHEREAS, the City's annual contribution for operation and maintenance is thirty (30) cents per capita per annual census; and,

WHEREAS, Funding for the FY2022 contribution is budgeted in the Solid Waste Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the Mayor is hereby authorized and directed to execute, and the City Recorder to attest, an Inter-Governmental Agreement Between Lakeland and Shelby County Government Establishing Cooperation and Coordination of Certain Activities for the Operation of the Shelby County Household Hazardous Waste Facility.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 12th day of August 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

**RENEWAL OF INTER-GOVERNMENTAL AGREEMENT BETWEEN
LAKELAND AND SHELBY COUNTY GOVERNMENT ESTABLISHING
COOPERATION AND COORDINATION OF CERTAIN ACTIVITIES FOR
THE OPERATION OF THE SHELBY COUNTY HOUSEHOLD
HAZARDOUS WASTE FACILITY**

THIS INTER-GOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the City of Lakeland, a municipal corporation organized under the laws of the State of Tennessee, and Shelby County Government (“County”), a political subdivision of the State of Tennessee (jointly referred to as “the Parties”).

WHEREAS, the Agreement further sets forth the commitment by each party to cooperate and coordinate in providing annual funding for the operation and maintenance of the Facility; and

WHEREAS, the Parties desire to execute the Inter-Governmental Agreement beginning July 1, 2021 and continue until June 30, 2022 with Renewal options to execute up to three (3) renewal options under the same terms and conditions for each period not to exceed 12 months. The three (3) renewal options ending October 27, 2025 aligns with the State of Tennessee Department of Environment and Conservation Contract FA 02-20-20 with Clean Harbors Environmental Services applicable to all 95 counties in Tennessee for disposal of household hazardous waste including the Permanent Household Hazardous Waste Facility located in Shelby County.

NOW THEREFORE, premises considered, for and in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

I. DUTIES AND RESPONSIBILITIES

- A. The Parties shall continue to provide funding each year for the operation and maintenance of the HHW facility located in Area 10 at Shelby Farms.
- B. City of Lakeland, in accordance with their agreement shall continue to contribute a portion of the annual operation and maintenance expenses based on thirty cents per capita per annual census in an amount of \$3,100.00. Shelby County Government shall accept said funds to be utilized for the operation and maintenance of said FACILITY.
- C. The Parties agree to make the following annual contributions to fund the operation and maintenance of the FACILITY:

City of Lakeland	\$ 3,100.00
Shelby County Government	\$50,000.00

- D. This Agreement may be terminated based upon either party’s failure to perform its obligations under this Agreement.

II. GENERAL TERMS AND PROVISIONS

1. **Authority.** Shelby County hereby warrants and represents that it is authorized to undertake its obligations set forth herein as associated with the operation and maintenance of the Facility. Shelby County will sub-contract with third parties for the disposal and/or recycling of the household chemicals collected at the Facility.
2. **Duration.** This Agreement shall commence and be effective on July 1, 2021, and shall continue until June 30, 2022. Funds shall be due from City of Lakeland and payable to Shelby County Government, beginning July 1, 2021, and thereafter, by July of each term for which this Agreement is in effect. Renewal options to execute up to three (3) renewal options under the same terms and conditions for each period not to exceed 12 months. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
3. **Subject to Funding.** This Agreement is subject to annual appropriation of funds by Shelby County and the receipt of funding from City of Lakeland. In the event sufficient funds for this Agreement are not appropriated or received for any of the fiscal period during the Term hereof, this Agreement may be terminated.
4. **Access to Records.** All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this Agreement or as a result of the operation of the Facility shall be furnished upon written request, for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. County shall also make appropriate information available to any member of the Public pursuant to the pertinent provisions of the Tennessee Open Records Act.
5. **Amendment.** This Agreement may be modified or amended only by written instrument signed by both parties.
6. **Subcontracting, Assignment or Transfer.** Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Agreement is prohibited unless by written consent of the other party.
7. **Severability.** If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from.
8. **Notice.** Any notices required or permitted to be given under the provisions of this Agreement shall be effective only if in writing and delivered either in person by First

Class or U.S. Mail to the addresses set forth below or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Attn: Mayor
160 North Main Street, 11th floor
Memphis, Tennessee 38103

With copy to: Shelby County Government
Contract Administration
160 North Main Street, 9th Floor
Memphis, Tennessee 38103

CITY: City of Lakeland
Attn: Mayor
10001 Highway 70
Lakeland, TN 38002

9. **Reports.** The County will provide an annual report to any of the parties upon request.
11. **Governing Law.** This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the Courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
12. **Effective Date.** This Agreement shall be deemed effective as of the date below, and shall not be deemed effective unless and until, where required by Local Ordinance or Charter, the governing Legislative Body of the undersigned has granted authorization for execution of this Agreement.

IN WITNESS WHEREOF, THIS RENEWAL OF INTER-GOVERNMENTAL AGREEMENT BETWEEN LAKELAND AND SHELBY COUNTY GOVERNMENT ESTABLISHING COOPERATION AND COORDINATION OF CERTAIN ACTIVITIES FOR THE OPERATION OF THE SHELBY COUNTY HOUSEHOLD HAZARDOUS WASTE FACILITY has been executed by each part on the date below:

CITY OF LAKELAND

SHELBY COUNTY GOVERNMENT

Mayor

Mayor

Date: _____

Date: _____

Approved as to Form: *(Optional)*

Approved as to Form:

City Attorney

County Attorney

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - authorizing Change Order #2 for the FY2021 Street Paving Project. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners by resolution, approve Change Order #2 for FY21 Street Paving project with Standard Construction Company, Inc. in the amount of One Hundred and Sixty Thousand Dollars (\$160,000).

BUDGET IMPACT

The FY21 Street Paving project was awarded to Standard Construction Company, Inc in the amount of One Million Six-Hundred Forty-Seven Thousand Three Hundred Twenty-Five Dollars and Twenty Cents (\$1,647,325.20). Change Order #1 increased the contract to One Million Six Hundred Ninety-Eight Thousand One Hundred Forty Dollars and Twenty Cents (\$1,698,140.20). Change Order #2 will increase the contract to One Million Eight-Hundred Fifty-Eight Thousand One Hundred Forty Dollars and Twenty Cents (\$1,858,140.20). Monies for Change Order #2 are budgeted in the FY22-State Street Aid Fund-Repair & Maintenance-Streets.

DISCUSSION

The FY21 Street Paving project includes mill and overlay on all of Memphis-Arlington Road and sections of North Lakeland. Change Order #2 will include repairs to an area of Stonebridge where severe base failures are occurring. Staff recommends full depth reclamation on Glen Bernie Drive and asphalt patching on Glade Verde Lane. By adding the work to the existing contract, the Contractor can get the repairs completed Fall of 2021.

RESOLUTION R-60-2021

A RESOLUTION APPROVING CHANGE ORDER #2 WITH STANDARD CONSTRUCTION,
COMPANY, INC. FOR THE FY21 STREET PAVING PROJECT

WHEREAS, STANDARD CONSTRUCTION COMPANY, INC. is under contract for the FY21 Street Paving project; and

WHEREAS, the City desires to patch and pave within Glen Bernie in Stonebridge; and,

WHEREAS, the City wishes to execute Change Order #2 in the amount of One Hundred and Sixty Thousand Dollars (\$160,000).

WHEREAS, Funding for this work will be appropriated from FY22- State Street Aid Fund- Repair & Maintenance-Streets

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized and directed to execute Change Order #2 with STANDARD CONSTRUCTION COMPANY, INC for the FY22- State Street Aid Fund-Repair & Maintenance- Streets in the amount One Hundred and Sixty Thousand Dollar (\$160,000).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 12th day of August 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - authorizing Change Order #2 for the FY2021 Heron's Ridge Pond Project. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners by resolution, approve Change Order #2 for the FY21 Herons Ridge Pond with Encor, LLC in the amount of Fifteen Thousand Five Hundred and Fifty Dollars (\$15,550).

BUDGET IMPACT

The FY21 Herons Ridge Pond Contract was awarded to Encor, LLC in the amount of Two Hundred and Forty-Five Thousand Dollars (\$245,000). Change Order #1 increased the contract to Two Hundred Sixty-Six Thousand Two Hundred and Fifty Dollars (\$266,250).

Change Order #2 will increase the contract to Two Hundred Eighty-One Thousand and Eight Hundred Dollars (\$281,800). Monies for this project are budgeted in the FY22 Storm Water Fund-Capital Projects.

DISCUSSION

Heron's Ridge Pond is a wet detention basin located in Herons Ridge Subdivision. The Board of Commissioners requested the City to contract the removal of sediment from the pond to provide a depth of 4 feet of water. The quantities estimated in the bid schedule were calculated based on the original construction plans. However, as the contractor removed material the quantity bid was not sufficient to maintain 4 feet across the entire basin. An additional 250 cubic yards of sediment was needed to be dredged to complete the project as specified, which also required an additional 1,555 sy of sod to be placed after dredging was completed.

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - approving the purchase of a network server from Central Technologies, Inc. through the Interlocal Purchasing System Program.
Sponsored by Josh Thompson

Staff Contact: Josh Thompson, GIS Manager

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by Resolution, approve the purchase of a new network server and setup services in the amount of Eleven Thousand, Two Hundred Seventy-Five Dollars and Twenty-Seven Cents (\$11,275.27).

BUDGET IMPACT

This purchase will be funded from the General Fund – Computer Upgrades. This purchase is a budgeted item in the approved Fiscal Year 2021-22 budget.

DISCUSSION

The network server acts as both the Domain Name System (DNS) and a Dynamic Host Configuration Protocol (DHCP) server. Currently, it is utilizing outdated hardware and the operating system is nearing the “end of life” stage in its life cycle. At this stage, the operating system will no longer be eligible for support, monitoring, or security updates from Microsoft. Due to these factors, it has been determined that replacing the server is necessary to continue providing secure and consistent network services to City Hall staff.

RESOLUTION R-62-2021
APPROVING THE PURCHASE OF A NETWORK SERVER FROM CENTRAL
TECHNOLOGIES, INC. THROUGH THE INTERLOCAL PURCHASING
SYSTEM (TIPS) PROGRAM

WHEREAS, the City of Lakeland desires to purchase a new network server;
and,

WHEREAS, the server is available for order and purchase from Central
Technologies, Inc. through the TIPS program; and,

WHEREAS, the purchase will be funded from the approved Fiscal Year 2021-22
Budget from the General Fund – Computer Upgrades.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF
LAKELAND, TENNESSEE: That the City Manager is hereby authorized to purchase a
network server and associated setup services in the amount of Eleven
Thousand, Two Hundred Seventy-Five Dollars and Twenty-Seven Cents
(\$11,275.27).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee
this 12th day of August 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



We have prepared a quote for you

Server

Quote # 000187
Version 1

Prepared for:

City of Lakeland Tennessee

Shane Horn
shorn@lakelandtn.org

Products

Description		Price	Qty	Ext. Price
P19179-B21	HPE ProLiant DL360 G10 1U Rack Server - 1 x Xeon Gold 6234 - 32 GB RAM HDD SSD - Serial ATA/600, 12Gb/s SAS Controller - 2 Processor Support - 16 MB Graphic Card - 25 Gigabit Ethernet, 10 Gigabit Ethernet - 8 x SFF Bay(s) - Hot Swappable Bays - 1 x 800 W	\$5,548.62	1	\$5,548.62
P11058-B21	HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC	\$863.84	1	\$863.84
765455-B21	HPE 2 TB Hard Drive - 2.5" Internal - SATA (SATA/600) - 7200rpm - Hot Swappable	\$440.39	4	\$1,761.56
E6U59ABE	HPE Integrated Lights-Out Advanced Plus 1 Year 24x7 Support and Updates - Subscription License - 1 Server - Standard - Electronic	\$240.99	1	\$240.99
P19888-B21	HPE 240 GB Solid State Drive - M.2 2280 Internal - SATA (SATA/600) - Read Intensive - Server, Storage System Device Supported - 1 DWPD - 3 Year Warranty	\$357.32	2	\$714.64
878783-B21	HPE Universal SATA HHHL 3yr Wty M.2 Kit	\$122.81	2	\$245.62
ENGINEER	Central Tech Engineering	\$95.00	10	\$950.00
TIPS-USA CONTRACT - 200105	TIPS-USA CONTRACT - 200105 - Technology Solutions	\$0.00	1	\$0.00

Subtotal: **\$10,325.27**

Products

Description		Price	Qty	Ext. Price
ENGINEER	Central Tech Engineering	\$650.00	1	\$650.00
LABORCB	Central Tech labor	\$300.00	1	\$300.00

Subtotal: **\$950.00**



Statement of Work

- MDF cleanup (Wes and 1 guy)
- Separate existing equipment/ drops between the two racks:
 - One rack City Side
 - One rack School side
 - Replace patch cables as needed for cable management



Server

Prepared by:

Central Technologies Inc

Chris Scoggins
901-230-8490
Fax 865-312-8190
cscoggins@centralinc.com

Prepared for:

City of Lakeland Tennessee

10001 Hwy 70
Lakeland, TN 38002
Shane Horn
(901) 867-2717
shorn@lakelandtn.org

Quote Information:

Quote #: 000187

Version: 1
Delivery Date: 07/26/2021
Expiration Date: 08/31/2021

Quote Summary

Description	Amount
Products	\$10,325.27
Products	\$950.00

Total: \$11,275.27

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Central Technologies Inc

Signature: 
Name: Chris Scoggins
Title: Account Executive
Date: 07/26/2021

City of Lakeland Tennessee

Signature: _____
Name: Shane Horn
Date: _____

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Lakeland is desirous of a new network server; and,

WHEREAS, Central Technologies Inc, is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for the City of Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 31, 2021, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.
- 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 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness

for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eleven Thousand Two Hundred Seventy-Five Dollars and Twenty-Seven Cents (\$11,275.27), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 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 14 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 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 No 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, consisting of _____ sections
- 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 Paragraphs 3.4 and 3.5 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: Network Server)

DATED this 26th day of July, 2021

ATTEST:

CONTRACTOR:

Name: Central Technologies Inc.

Address: __6101 Industrial Heights Dr NW,
Knoxville TN 37909

By: Todd Troxler

Title: VP of Sales

By:

Title:

ATTEST:

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____

Debra Murrell

Title: City Recorder

By: _____

Shane Horn

Title: City Manager

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - authorizing the City Manager to execute a contract with True North Geographic Technologies, LLC for Cityworks and GIS hosting services.
Sponsored by Josh Thompson

Staff Contact: Josh Thompson, GIS Manager

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by Resolution, approve a contract with True North Geographic Technologies, LLC for Cityworks and GIS hosting services in the amount of Twenty Thousand, One Hundred Dollars (\$20,100).

BUDGET IMPACT

This contract will be funded from the General Fund – Other Professional Services. This expense is a budgeted item in the approved Fiscal Year 2021-22 budget.

DISCUSSION

As part of the City's effort to transition to more cloud-based, organization-wide solutions, we have contracted with True North Geographic Technologies, LLC to host our Cityworks and GIS licensing, data, and web services. This allows the City to take advantage of these solutions without the hardware and manpower expense necessary to manage and maintain these services on premise.

RESOLUTION R-63-2021
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
TRUE NORTH GEOGRAPHIC TECHNOLOGIES, LLC FOR CITYWORKS AND
GIS HOSTING SERVICES

- WHEREAS,** the City of Lakeland desires to utilize cloud based servers for Cityworks and GIS services; and,
- WHEREAS,** True North Geographic Technologies, LLC offers server hosting services; and,
- WHEREAS,** the annual cost for hosting and maintaining two servers is \$20,100; and,
- WHEREAS,** the contract will be funded from the approved Fiscal Year 2021-22 Annual Budget from the General Fund – Other Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute a contract with True North Geographic Technologies, LLC for Cityworks and GIS server hosting services in the amount of Twenty Thousand, One Hundred Dollars (\$20,100). This amount is a budgeted item in the approved Fiscal Year 2021-2022 budget.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 12th day of August 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

City of Lakeland, Tennessee

Cityworks and GIS Server Hosting and Support

Prepared for:
Josh Thompson, GIS Manager
City of Lakeland
10001 Hwy 70
Lakeland, TN
901.867.2717

Prepared by:
True North Geographic Technologies LLC
119 MTCS Road
Murfreesboro, TN 37129
Ph: 615-890-7728

August 2, 2021



Executive Summary

True North Geographic Technologies (True North) is pleased to provide this proposal to the City of Lakeland (Lakeland) for continued Cityworks and GIS and Server Hosting and Support. The scope of this hosting agreement includes maintaining the cloud servers running Cityworks and ArcGIS Enterprise and monthly support to maintain optimum server performance. The environment can scale to accommodate growth and will promote Esri, Cityworks and IT best-practices.

Proposal Details

The system architecture includes one GIS server and one Cityworks server. This hosting agreement includes 5 hours of technical support per month from True North for server administration. This typically includes performance tuning, routine maintenance and installing software upgrades and patches. Any unused support hours carry over to the next month. A one-year commitment is required. The cost for two servers with support as described is \$1,675 per month.

Professional Services and Additional Support

Professional services for Cityworks, GIS and IT support can be obtained through a Master Services Agreement (document provided separately). Professional services projects are initiated with task orders that include a defined scope of work and budget. Additional support can include assisting end-users with Esri and Cityworks software questions, updating templates, automating workflows, and creating new services, maps and applications.

Key Assumptions:

- Lakeland will maintain adequate internet bandwidth to support working with the hosted environment.
- Lakeland will maintain Cityworks and Esri license agreements.
- Lakeland staff will pursue appropriate Esri and Cityworks training (as needed) to supplement current knowledge.
- Lakeland will obtain the security certificates for the servers.
- The term of this agreement is for a minimum of 1-year (hosting and support) and can be extended as directed by Lakeland.

Agreement

The City of Lakeland accepts this proposal dated August 2, 2021, for Cityworks and GIS Server Hosting and Support in the amount of \$20,100. The hosting fee (\$5,025) will be billed quarterly. The hosting term is from September 1, 2021, through August 31, 2022.

CUSTOMER

True North Geographic Technologies LLC

Customer Name

True North Representative

Address 1

____/____/____
Date

Address 2

City/State/Zip

Authorized Signature

Printed Name

____/____/____
Date



ArcGIS Online
Specialty



ArcGIS for
Local Government
Specialty



Release Ready
Specialty

Meeting Cycle: Thursday, August 5, 2021

Subject: **Resolution** - authorizing the City Manager to execute a contract with True North Geographic Technologies, LLC for Cityworks post-implementation support services. *Sponsored by Josh Thompson*

Staff Contact: Josh Thompson, GIS Manager

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by Resolution, approve a contract with True North Geographic Technologies, LLC for Cityworks post-implementation support services in the amount of Sixteen Thousand, Three Hundred Twenty Dollars (\$16,320).

BUDGET IMPACT

This contract will be funded from the General Fund – Other Professional Services. This expense is a budgeted item in the approved Fiscal Year 2021-22 budget.

DISCUSSION

The initial contract for Cityworks AMS and PLL implementation has been fulfilled and will now require ongoing support. These support services include, but are not limited to general consulting, enhancing, refining, or expanding current workflows, GIS Portal support, and GIS and IT Support for solution development, customization, and integration.

RESOLUTION R-64-2021
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
TRUE NORTH GEOGRAPHIC TECHNOLOGIES, LLC FOR CITYWORKS POST
IMPLEMENTATION SUPPORT SERVICES

- WHEREAS,** the City of Lakeland desires to utilize Cityworks Asset Management System (AMS) and Permit, Licensing, and Land (PLL) services; and,
- WHEREAS,** Cityworks AMS and PLL require continued support services; and,
- WHEREAS,** True North Geographic Technologies, LLC offers Cityworks AMS and PLL post-implementation services; and,
- WHEREAS,** the annual cost for Cityworks AMS and PLL post-implementation support is \$16,320; and,
- WHEREAS,** the contract will be funded from the approved Fiscal Year 2021-22 Annual Budget from the General Fund- Other Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to execute a contract with True North Geographic Technologies, LLC for Cityworks AMS and PLL post-implementation support services in the amount of Sixteen Thousand, Three Hundred Twenty Dollars (\$16,320). This amount is a budgeted item in the approved Fiscal Year 2021-2022 budget.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 12th day of August 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

City of Lakeland, Tennessee

Cityworks AMS and GIS Post-Implementation Support

Prepared for:
Josh Thompson, GIS Manager
City of Lakeland
10001 Hwy 70
Lakeland, TN
901.867.2717

Prepared by:
True North Geographic Technologies LLC
119 MTCS Road
Murfreesboro, TN 37129
Ph: 615-890-7728

August 3, 2021



Proposal Summary

True North Geographic Technologies (True North) is pleased to provide this proposal to the City of Lakeland (Lakeland) for ongoing Cityworks AMS Post-Implementation Support. The scope of services includes providing ongoing supplemental support to Lakeland for all Cityworks AMS and related GIS objectives.

Proposal Details

The proposal includes professional services to provide additional support for Lakeland's for all Cityworks AMS and related GIS objectives, including, but not limited to the following:

- Enhancing current workflows, refining processes, expanding tasks and workflows to new groups or departments;
- Assisting end-users with Esri and Cityworks software questions, updating templates, automating workflows, and creating new services, maps and applications;
- Advanced server administration including advanced performance tuning, maintenance and installing software upgrades and patches;
- Ad-hoc IT support for Cityworks and ArcGIS solutions; and
- Custom or ad-hoc training for new or existing employees.

These professional services for Cityworks, GIS and IT support can be obtained through True North's Enterprise GIS Support Block. The cost of the 120-hour block is \$16,320. Additional details are attached.

Enterprise GIS Support Blocks

GIS Support Blocks are blocks of support hours purchased in advance for clients who do not have a long-term GIS Services Agreement with True North. Because support blocks are agreements with no expiration date, there is **no risk** involved. Support hours can be used as needed without concern over losing the support investment. True North tracks the usage of support blocks, provides reports documenting hours as they are used, and provides clients with access to an online incident reporting and tracking system.

Listed below are the options for purchasing GIS Support Blocks as of January 1, 2019:

Regular Hourly Rate	Number of Hours	Rate per Hour	Extended Price	Savings
\$160				
	40	\$156.00	\$6,240	\$160
	65	\$152.00	\$9,880	\$540
	80	\$144.00	\$11,520	\$1,280
	120	\$136.00	\$16,320	\$3,840

Block Time Use – Support Block time may include, but is not limited to:

- **Consulting** - needs assessment, RFP development & review, project management, budget planning
- **System Planning** - system architecture design, server sizing
- **Server Support** - administration, configuration, preventative maintenance, troubleshooting
- **Esri Software Support** - installation, configuration, customization, troubleshooting of Esri desktop, server and portal technologies
- **Database Management** - geodatabase design, database tuning, configuring multi-user environments
- **Data Management** – data editing, data loading, ETL automation, replication
- **Application Development** - desktop applications, server applications, process automation; code modification/update for existing applications
- **Enterprise Application Integration** – Cityworks, Billing/CIS, SCADA, Meters (AMI/AMR), AVL

Terms & Conditions – Labor, including travel time, will be applied to the support block for actual hours expended. For onsite client meetings, meals will be invoiced on a “per diem” basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs, including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden and can be applied to the support block balance or billed directly. Invoices are to be paid within 30 days of receipt.

Escalated Rates – When necessary and upon client approval, True North will upgrade a client support request to escalated status. This allows the support issue to receive immediate priority over other existing support requests and project work. In the event that escalation requests are received from multiple clients, the requests will be handled in the order received. Time for an escalated request is charged at 1.2 times the standard rate.

Emergency Rates – True North reserves the right to charge time at 1.5 times the standard rate for requests for unplanned emergency service during non-business hours.

Fixed Fee Projects – In addition to GIS Support Blocks, True North also offers fixed fee billing for projects that require a more traditional expense approach. All Fixed Fee Projects require a Project Manager to build a scope of work for the project. Once the scope of work is in place, the project is priced. Time required to build the scope of work for the project may be charged against an existing Support Block or rolled into the fixed cost of the project.

Acceptance

These service rates become effective upon receipt of payment for the Service Block requested.

Initial the Number of Hours Purchased with this agreement:

40_____ 65_____ 80_____ 120_____

Client Information

True North Geographic Technologies LLC

Organization Name

True North Representative

Address 1

____/____/____
Date

Address 2

City/State/Zip

Authorized Signature

Printed Name

____/____/____
Date

PO Number (if applicable)



Meeting Cycle: Thursday, August 12, 2021

Subject: **Resolution** – authorizing the engagement with Howell Marketing Strategies, LLC for development of a strategic communications and engagement plan

Staff Contact: Shane Horn, City Manager

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution approve a contract with Howell Marketing Strategies, LLC for the development of a Strategic Communications and Engagement Plan. This is a six-month engagement initially for a flat fee of \$4,000 per month.

BUDGET IMPACT

This project will be budgeted with monies from the FY22 General Fund

DISCUSSION

A Request for Proposals was sent out with the following responses:

Name	Location	Amount
neuIMC	Nashville, TN	\$14,500
Howell Marketing Strategies	Cordova, TN	\$4,000 per month (6-months)
Raftelis	Memphis, TN	\$80,580

The Communication and Engagement Plan was a strategic priority of the Board of Commission. Staff recommends the engagement of Howell Marketing Strategies, LLC with the following scope of work outlined:

- Review of City of Lakeland guiding documents
- Assessment of City of Lakeland current perceptions and needs with both internal and external stakeholders
- Planning with City Manager and staff to build the plan
- Presentation to the Board of Commissioners
- Strategic Communications and Engagement Plan will include the goals, measurable objectives, strategies and tactics, key messages, timeline, evaluations methods and estimated staff and financial resources for implementation

RESOLUTION R-65-2021
RESOLUTION ENGAGING WITH HOWELL MARKETING STRATEGIES, LLC
TO EVALUATE AND FORMULATE A PROACTIVE COMMUNICATIONS AND
ENGAGEMENT PLAN FOR THE CITY OF LAKELAND

WHEREAS, in February 2021 the Board of Commissioners met in a strategic planning workshop to identify short and long term goals and priorities for the City of Lakeland; and

WHEREAS, a point of emphasis during this strategic planning effort included the development of a communications strategy and planning document that provides for proactive, focused communication; and

WHEREAS, Howell Marketing Strategies, LLC of Cordova, TN has provided a proposal that includes a range of hours to be used each month to begin to work on this key communication priority; and

WHEREAS, Amy Howell is currently providing professional services responsible for real estate development communications for The Lake District.

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

Section 1. The Lakeland Board of Commissioners approves the engagement with Howell Marketing Solutions, LLC of Cordova, TN for up to a six-month period beginning in September 2021.

Section 2. The budget would be initially developed for 30 hours per month @ \$4,000 per month.

PASSED AND ADOPTED by the Board of Commissioner of Lakeland, Tennessee on this 12th day of August, 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Howell Marketing Strategies, LLC
Amy D. Howell, Owner and Founder
985 Timberlake Drive East
Cordova, TN 38018
901-351-7186
www.howell-marketing.com

July 27, 2021

Response to City Of Lakeland, TN Request for Proposals for Strategic Communications and Engagement Plan

1. Introduction: Howell Marketing Strategies, LLC (HMS) was formed by Amy Howell in 1996 as a small marketing, public relations and strategic communications consultancy. Over the years, HMS grew to include a team of six to eight staff members and many joint venture partners. In 2016, Amy downsized the practice, sold her commercial office space and moved her consulting practice into a home office where she has worked since--minimizing her staff needs and client load. Now a sole practitioner, Amy uses strategic partners such as graphic designers, social media teams and other specialists.

Overall, her practice has served numerous industries such as healthcare, real estate law, banking, various municipalities and aviation. Specializing in the strategy of communications--both external and internal--Amy has vast experience in public relations for clients. In 2010, Amy understood that digital media forms were not going away and so she embraced the emerging tools (Twitter, Facebook, YouTube) and led her clients into this new communication frontier. As digital continued to grow, clients turned to HMS for advice on where to focus resources, the content to share and how to best achieve communication goals.

Amy has written and published four books--two of which are focused on harnessing the power of social media for good. She is a frequent speaker, both locally as well as nationally and has been a keynote speaker at multiple large social media conferences.

2. Qualifications and Experience:

HMS has extensive experience working for municipalities on similar projects. Examples of such work include the following:

- City of Memphis, TN: Amy worked with Mayor A.C. Wharton (circa 2001) on strategic communications and PR. Estimated budget was in the 50k range. Engagement lasted for several years and included crisis communications with the Mayor's team.

- Shelby County, TN: Amy helped develop the Mayor's "Keep Shelby Green" initiative (circa 2005) providing communication (internal and external), public relations, key strategies related to promoting this initiative. Budget estimate 100k
- City of Memphis, Mayor A.C. Wharton: Additional public relations counsel on continuing Animal Services Crisis; Budget as needed hourly
- City of Haily, Idaho for LGI Real Estate Development (circa 2007): Three year project working to develop high end condo, mixed use development near Sun Valley resort. Budget 250k
- Wilson Air Center(s): Work with client (owner) of FBOs for expansion into Houston, TX and other markets (circa 2006-2008); Budget 100k
- The Lake District, Lakeland, TN (2019-current); Working directly with developer and other partners to develop and promote this incredible project; Helped with key ideas such as making it a golf cart community with garage space for parking, etc.

3. Qualifications and Experience of Key Staff:

The primary and single staff who would work with the City of Lakeland and its stakeholders would be Amy Howell. Any additional resources needed would be outsourced and managed by Amy (graphics, digital, etc.) as needed and directed by the city. Resume of Amy Howell is attached as the appendix to this proposal.

4. Proposed Scope of Work:

HMS proposes a six-month initial scope, followed by another six-months if needed. Fees for both scopes are estimates only, and can be adjusted accordingly upon agreement by both parties. This scope and proposal is not a binding contract, but is an agreement under which the work will be performed. The first month fee must be collected prior to any work beginning and clients are billed monthly following.

Fees of HMS' are "flat fees" based upon two things: the value of the experience and expertise provided and the time spent working to achieve goals and objectives. The scope in this proposal includes an understanding of the City's goals and objectives as outlined in the "strategic plan" referenced in the RFP. For the purpose of this scope, HMS understands that the focus of it's work is stated in the "Vision Statements" as well as in the Priorities and Goals, specifically number 4. However, this scope is not limited only to that priority as other communication expertise may be needed.

This scope of services includes the necessary time and effort needed to research and fully understand the challenges and opportunities the City of Lakeland faces in pursuing its strategic priorities. The work will include the following: Review of City of Lakeland guiding documents; Assessment of City of Lakeland current perceptions and needs; This work will encompass both external and internal audiences. Following the research, this proposal will include planning with the City Manager and staff to build the plan. The plan will then be presented for approval to the Lakeland Board of Commissioners. The planning process will result in a strategic

communications and engagement plan that includes goals, measurable objectives, strategies and tactics, key messages, a timeline, evaluation methods and estimated staff and financial resources for implementation and follow up.

This proposal also includes regular "status" meetings with the City of Lakeland's Manager and staff. Initially, these meetings could be weekly or as needed until the project is in the execution and management phase.

Fees:

For months 1-6, HMS proposes a flat fee of \$4,000 per month, excluding any outside or out of pocket expenses (graphic design, signage, food, travel, etc.). This fee is based upon the initial 30+ hours anticipated to research, plan and execute.

Following the six month mark, HMS can work on a reduced "management" plan of an estimated \$2,500 per month.

All clients are billed monthly with the first monthly fee due upon work starting. All fees are for time and expertise only and do not include other out of pocket costs.

Appendix to Proposal:

Resume of Amy D. Howell

Amy D. Howell has a career spanning thirty years of corporate communications, public relations and marketing. Growing up in Texas and Alabama, Amy moved to the Memphis area to attend college and quickly realized her passion for writing and communicating to both external and internal audiences. After working in communications in corporate entities, Amy launched her own practice in 1996. Her experience is below.

Graduate, Rhodes College, B.A., 1986 (Memphis, TN)

Marketing Coordinator, Jones Mah Gaskill Rhodes (JMGR) architects, 1986-1989; Work included working with marketing team and architects on large healthcare projects such as the "fast track" construction of BMH DeSoto. Work included writing, proposal submissions, managing photography as well as internal firm communications.

Marketing Director, Pannell Kerr Forrester (National Accounting Firm), Memphis office, 1989-1993; Work included sales and business development initiatives, travel to multiple PKF offices like Dallas and Miami to help train and implement successful marketing programs. Served on the firm's national marketing advisory board and attended annual meetings in New York City.

Marketing Director, Boyle Investment Company, Memphis, 1993-1995; Work included marketing and communication strategies for all four divisions of Boyle (residential, commercial, industrial and retail) as well as the land development team.

Marketing Director, Waring Cox Law Firm, Memphis 1995-firm sale to Glankler Brown; Work included implementation of public relations, client relations and internal communications for the 80-person firm until the firm sold and merged with Glankler Brown.

Howell Marketing Strategies, Memphis: 1996-current: Amy began her own marketing practice and formed the LLC later to include growing her firm through staff and joint venture partners. Complete bio and experience can be found on her website at

Community and Professional Service experience: Board of Directors, Memphis chapter, PRSA; Leadership Memphis Executive Class, 1993; Board of Directors Leadership Memphis (2010-2013); Emerge Memphis Board of Directors and Board Chair, (2012-2015); Circle of Red Chair, American Heart Asso. raised the most money in the history of Memphis chapter; Recognized as MJB's "Top 40 Under 40" and Memphis Magazine's "Power Players".

Personal: Amy is married to Jim Howell (CPA) and they have two grown children that also reside in the Memphis area. When Amy is not working, she enjoys gardening, walking outside, cooking and spending time on the TN river. She is the author and publisher of four books (on Amazon) and enjoys public speaking when asked (speaking engagements and history can be found at www.howell-marketing.com)