



Board of Commissioners  
Regular Meeting Agenda  
Thursday, May 7, 2026, 5:30 PM  
City Hall, Lakeland, Tennessee 38002

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- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
  - City Manager's Report
  - Mayor's Report
    - a. Proclamation — establishing May 17–23, 2026 as Public Works Week
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
  1. **Resolution** - recommending the Board of Commissioners amend Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.
- X. CONSENT AGENDA:
- XI. REGULAR AGENDA:
  1. **Approval of Previous Meeting Minutes**: April 16, 2026
  2. **Ordinance First Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.
  3. **Ordinance First Reading** - amending Lakeland's Code of Ethics

regarding the acceptance of gratuities.

4. **Resolution** - authorizing the City Manager to execute a multi-year agreement with Vertosoft for OpenGov Enterprise Resource Planning System.
5. **Resolution**- approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phase IX-B & X-B.
6. **Resolution** - approving a residential development contract with Cummings, LLC for The Estates at Chambers Chapel Planned Development Phases 1 & 2.
7. **Resolution** - adopting a revised City of Lakeland Vehicle Use Policy.
8. **Resolution** - approving the purchase of a Ford Explorer 4x4 SUV from Lonnie Cobb Ford through State of Tennessee Statewide Contract 209.
9. **Resolution** - approving the emergency procurement of wastewater collection point repair services from B&C Construction Co., Inc.
10. **Resolution** - approving an agreement with Pavement Technology, Inc. for the Fiscal Year 2026 Street Preservation project.
11. **Resolution** - approving the lease of a line marking robot from Tiny Mobile Robot.
12. **Resolution** - approving the implementation of a neighborhood beautification program and related policies, including the grant application process. *Recommended by Community Advisory Board*
13. **Resolution** - amending the City of Lakeland Financial Policies Manual to include Use of Excess Sales Tax to Reduce Citizen Fees. *Sponsored by Mayor Roman*
14. **Resolution** - recommending an amendment to the salary of the Mayor, Board of Commissioners, and the Board of Education. *Recommended by Community Advisory Board*
15. **Discussion and Possible Action** - related to City of Lakeland Solid Waste rates.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



## Proclamation

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Lakeland Tennessee, and,

**WHEREAS**, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the City of Lakeland Tennessee to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities, and,

**WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

**NOW, THEREFORE**, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim the week of May 17–23, 2026, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 7<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Josh Roman, Mayor, City of Lakeland, Tennessee

\_\_\_\_\_  
Michele Dial, Vice Mayor, City of Lakeland, Tennessee

\_\_\_\_\_  
Jim Atkinson, Commissioner, City of Lakeland, Tennessee

\_\_\_\_\_  
Derek Johnston, Commissioner, City of Lakeland, Tennessee

\_\_\_\_\_  
Connie McCarter, Commissioner, City of Lakeland, Tennessee

Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - recommending the Board of Commissioners amend Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.

Staff Contact: Nick Pulido, Public Works Director

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-66-2026.

**BUDGET IMPACT**

**DISCUSSION**

The City of Lakeland contracted with OHM Advisors to conduct a sewer rate study. Since the last rate study in 2023, the City has undertaken two large sewer interceptor projects and acquired infrastructure in Stonebridge from City of Memphis. The Sewer Fund is an enterprise fund whose revenues are solely funded from user rates and development fees. The new rate incorporates requirements set forth by the Tennessee Comptroller, including a minimum bill to cover fixed costs and a volumetric rate to cover variable costs.

RESOLUTION R-66-2026

RECOMMENDING THE BOARD OF COMMISSIONERS AMEND ORDINANCE 0-7-2023 ESTABLISHING SEWER USER RATES AND SEWER CHARGE ADJUSTMENTS.

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**WHEREAS,** the sewer system has been effective, providing quality, economical, and safe service, with the last sewer rate increase in 2023; and,

**WHEREAS,** sewer systems are funded as enterprise funds, with customers paying for operations, repairs, and maintenance without burdening general taxpayer revenues; and,

**WHEREAS,** the city has incurred major capital expenses expanding the sewer system to promote planned growth and to alleviate a reliance on the City of Memphis to treat sewage:

**WHEREAS,** the City of Lakeland contracted with OHM Advisors to conduct a sewer rate study (Rate Impact Review, May 5, 2026) recommending increases; and,

**WHEREAS,** Tennessee Code Annotated, § 7-35-414 provides that municipalities have authority by ordinance to adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of sanitary sewer fees for services,

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

1. Recommend to the Board of Commissioners of the City Lakeland, Tennessee, to adopt rate increase recommendations found in the Rate Impact Review, May 5, 2026, conducted by OHM Advisors.

**APPROVED AND ADOPTED** by the Board of Sewerage Commission of the City of Lakeland, Tennessee, this 7th day of May 2026, the public welfare requiring it.

ATTEST:

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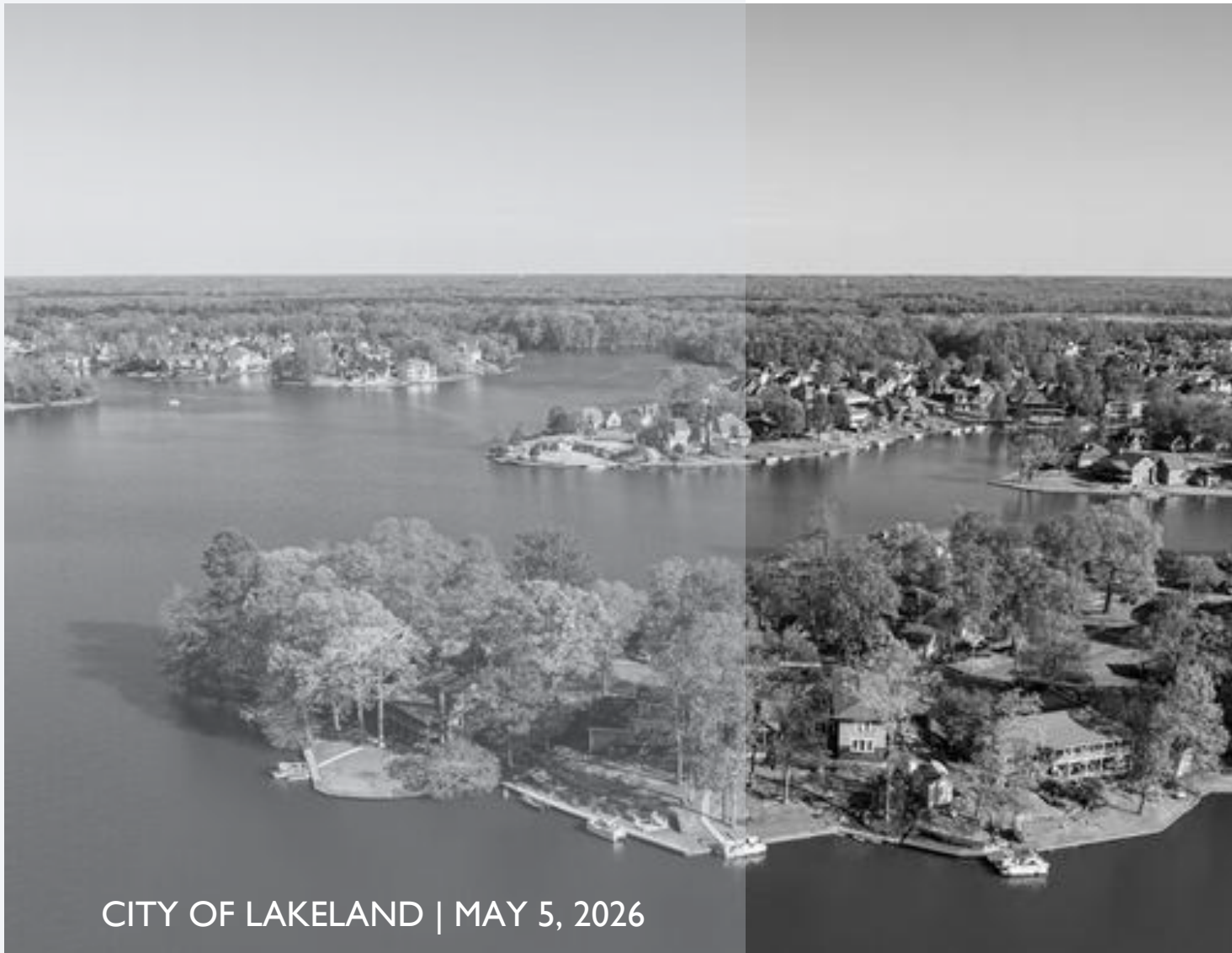
Josh Roman  
*Mayor*

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Rebecca Hume  
*City Recorder*

# RATE IMPACT REVIEW

SEWER UTILITY SYSTEM



CITY OF LAKELAND | MAY 5, 2026

## INTRODUCTION

As part of a sewer utility rate impact review, the City's existing and historic information was obtained from the City and utilized in a rate model. Information collected as part of this review included, among others,

- Historic revenues and expenses and budget
- Anticipated capital expenditures
- Existing and anticipated debt obligations
- Water consumption records
- Growth expectations
- Cash fund balance
- Financial policies and ordinances

A cash-basis approach was implemented using the base-extra capacity framework to allocate revenue requirements. In essence, revenue decisions were guided by cash flow needs driven by expenses, with resource allocations scaled to usage patterns observed in the City's flow meter data. Non-operating revenue related income such as from investments has not been considered as part of this review.

This review only included a revenue-level evaluation of the rate sufficiency in relation to meeting existing and anticipated expenses and did not include a wholesale redesign of the existing rate structure.

The online rate model RateVisor, developed for the City contains information utilized in the rate model. The appendix to this review contains screen captures of the rate model.

## FINANCIAL POLICY REVIEW

The following policies and ordinances were obtained from the City as part of this review:

- Debt management policy
- Asset capitalization policy
- Cash and reserve management policy
- Leak adjustment policy (Ordinance 17-XXX Sewer Charge Adjustment)
- Development & connection fee ordinance (Ordinance 08-119)

Suggestions for further improvement have been identified and summarized below.

### Debt Management

To ensure fiscal responsibility, rate reviews should accompany new enterprise debt issuances to assess utility rate impacts. Key industry benchmarks, such as debt service coverage ratios, should be tracked consistently. Additionally, inter-fund borrowing or subsidies between general and enterprise funds are suggested to be documented and justified in compliance with local and state laws.

## Asset Capitalization

Clear asset capitalization thresholds and depreciation schedules for sewer assets should be established or referenced to maintain consistency in asset management and financial reporting.

## Cash and Reserve Management

Sewer-specific reserve requirements should be defined, monitored, and segregated to prevent co-mingling of restricted, operating, and capital funds. Guidelines for reserve monitoring frequency and targets should align with the cash reserve policy, ensuring adequate liquidity and risk mitigation.

Section 2.6.3.1 in the City financial Policy manual states the following: “It is the City of Lakeland’s policy to maintain working capital in the Sewer Fund equivalent to at least ninety (90) days’ worth of annual operating expenses and debt service requirements.” Section 2.6.2.1 defines working capital as the enterprise fund’s current assets less its current liabilities. Working capital in general is considered a balance sheet concept for year-end accounting purposes whereas days metric in terms of operation and/or debt expenses is considered cash flow type metric for daily system operation. For clarity, it is suggested that this section in the financial manual be reworded in the context of a cash or liquid reserve metric, such as “Maintain unrestricted cash reserves in the Sewer Fund equivalent to at least 90 days of annual operating expenses (*and debt service, if desired*)”

## Leak Adjustment Policy

A formal leak adjustment policy is not available. However, an ordinance exists with a section entitled Sewer Charge Adjustment. It includes eligibility criteria, documentation requirements, adjustment limits, and the review process.

## Development and Connection Fees

Fee structures should be updated to reflect present values (they were last updated in 2008) and ordinance language clarified to differentiate between recovering costs for existing system capacity and ensuring growth-related customers pay their proportional share of capital costs for new infrastructure, consistent with cost-of-service principles.

# ASSUMPTIONS

The following assumptions were made as part of the City rate model:

- **Days of Cash on Hand**

As stated earlier, the City does not currently have a clearly defined cash reserve target. As such, 160 days of cash on hand has been assumed, per City staff suggestion.

- **Debt Service Coverage Ratio**

In the model, the target ratio is assumed as 20% above the annual debt service requirements.

- **Capital Reserves**

It is assumed that depreciation expenses will be held in capital reserve for CIP expenditures. Therefore, the model accounts for the capture of capital reserves commensurate with depreciation needs as modeled and identified in this document.

- **Depreciation Expenditures**

The City audit information suggests existing assets to have a depreciation target of approximately \$593,000 annually starting in 2025. In fiscal year 2026, this value increased to \$1,138,000 as per City records. This increase is likely due to the City acquiring an approximately \$24,000,000 Clear creek project bond. This resulted in an additional depreciation expense of approximately \$545,000 annually starting in 2026. Lastly, additional

approximately \$35 million debt for the anticipated Oliver Creek interceptor project is also anticipated, the asset for which approximated to have a useful life of 50 years. This asset acquisition would also result in additional annual depreciation expenses on the order of \$700,000, which is accounted for in the rate model, starting one year after the anticipated loan acquisition year.

– **Growth Rate**

In conversations with the City, an annual residential equivalent units growth rate of 2% and a volumetric flow growth rate of 2% has been assumed in the rate model.

– **Beginning Cash Balance**

As per City input, an ending cash balance for FY 2026 of \$673,951 has been utilized in the model.

– **Note Payable to General Fund**

The City communicated a note payable on the order of \$2,500,000, over a five year period, at a rate of 2.8%. This has been considered in the rate model.

– **Capital Improvement Plan**

The City provided capital improvement plan schedule has been reflected in the rate model.

– **O&M Annual Percent Increase**

Based on historic data and communication with the City, per City staff recommendation, an annual increase of 3% has been utilized in the rate model.

– **Approximation for remainder of FY 2026**

The analysis was performed approximately one month before the end of FY 2026. As such, data used in the evaluation utilized approximations for the remainder of FY 2026, performed by City staff.

## FINDINGS & SUGGESTIONS

Findings from this review as well as suggestions for consideration by the City are summarized as follows:

- The financial policy review section of this document identified suggestions for consideration by the City.
- Analysis of historical water consumption data, when juxtaposed with historical precipitation data suggests demand variability with change in precipitation conditions. The City may consider appropriate cash reserves for rate stabilization purposes due to weather conditions driven uncertainties.
- The City utilizes a multiplier for allocating fixed charges based on meter size. It is our understanding that this multiplier is based on inter-jurisdictional agreements and not easy to adjust. As such, it is recommended to review the multiplier table based on actual, historical system consumption to continue providing cost-of-service driven multipliers for account holders.
- Public engagement may be suggested due to anticipated rate adjustments per the rate model
- The model may be updated annually to ensure operational expenses, depreciation levels, and water consumption variabilities are captured appropriately after placing the newer assets in service.

# RESULTS

Table I below summarizes the results associated with the City rate model.

Table I – Pro Forma Results

Pro Forma Summary							
	2026	2027	2028	2029	2030	2031	2032
<b>Revenues</b>							
Revenue: Fixed	\$1,747,260	\$2,316,866	\$3,070,984	\$4,069,053	\$5,389,576	\$5,297,255	\$5,204,794
Revenue: Commodity	\$1,028,266	\$1,363,480	\$1,807,280	\$2,394,646	\$3,171,776	\$3,117,445	\$3,063,031
Revenue: Other & Capacity Fees	904,200.00	313,782.00	313,782.00	313,782.00	313,782.00	313,782.00	313,782.00
<b>Revenue: Total</b>	<b>\$3,679,725</b>	<b>\$3,994,129</b>	<b>\$5,192,045</b>	<b>\$6,777,481</b>	<b>\$8,875,134</b>	<b>\$8,728,481</b>	<b>\$8,581,606</b>
<b>Expenses</b>							
O&M	1,527,766.75	1,573,599.75	1,620,807.75	1,669,431.98	1,719,514.94	1,771,100.38	1,824,233.40
CIP	196,462.00	905,000.00	880,000.00	1,370,000.00	2,750,000.00	2,950,000.00	1,793,000.00
Debt	1,341,623.00	2,161,254.43	3,053,347.47	3,945,428.50	3,944,648.50	3,943,844.50	3,397,118.08
<b>Expenses: Sub-Total</b>	<b>3,065,851.75</b>	<b>4,639,854.18</b>	<b>5,554,155.21</b>	<b>6,984,860.48</b>	<b>8,414,163.44</b>	<b>8,664,944.89</b>	<b>7,014,351.47</b>
<b>Funds &amp; Allocations</b>							
<b>Transfer of Funds</b>							
Reserve Fund Allocation	0.00	500,000.00	500,000.00	1,200,000.00	1,200,000.00	1,200,000.00	1,793,000.00
<b>Expenses: Total</b>	<b>3,065,851.75</b>	<b>5,139,854.18</b>	<b>6,054,155.21</b>	<b>8,184,860.48</b>	<b>9,614,163.44</b>	<b>9,864,944.89</b>	<b>8,807,351.47</b>
<b>Cash Flow Summary</b>							
Beginning Balance	\$60,078	\$673,952	\$528,226	\$666,116	\$1,658,736	\$3,319,707	\$4,583,243
Cash Flow Surplus (Deficit)	613,873.53	-145,725.66	137,890.02	992,620.30	1,660,970.53	1,263,536.29	3,360,254.96
<b>End of Year Fund Balance</b>	<b>\$673,951.53</b>	<b>\$528,225.87</b>	<b>\$666,115.88</b>	<b>\$1,658,736.18</b>	<b>\$3,319,706.71</b>	<b>\$4,583,243.00</b>	<b>\$7,943,497.95</b>
<b>Financial Metrics Summary</b>							
Days of Cash on Hand	161	123	150	363	705	945	1589
Debt Service Coverage Ratio	1.60	1.12	1.17	1.29	1.81	1.76	1.99
Cash as % of Expenditures	23.5%	14.1%	14.3%	29.5%	58.6%	80.2%	152.1%
Change in Net Position (simplified)	530,661.53	557,112.77	1,236,783.19	1,626,576.34	3,743,111.77	3,615,938.77	3,489,130.84
% MAHi	0.38%	0.47%	0.59%	0.73%	0.90%	0.83%	0.76%

Home
Historic
CIP
Debt
Rev./Exp.
Pro-Forma
Bill Impact
Randomize
Reserves

**Select Forecast Year**

2026 2032

**% Annual Change: Rates**

30.0%

Rates: View or Add New
Rates: Customer Bill Impact
Transfers (From or To)

**Cash Surplus (Deficit) and Cash Reserve Target Level by Fiscal Year**

**Revenue Sufficiency Ratio and Model Year by Year**

Year	Revenue	O&M	Debt	CIP Expenses	EOYFB	Cash Reserve Targets Met*?	DCOH	Cash as % of Expenditures	O&M Coverage Ratio	DSCR	% MAHi	Average Residential Bill
2026	\$3,679,725	1,527,766.75	1,341,623.00	196,462.00	\$673,951.53	No	161	23.5%	2.41	1.60	0.38%	37.09
2027	\$3,994,129	1,573,599.75	2,161,254.43	905,000.00	\$528,225.87	No	123	14.1%	2.54	1.12	0.47%	48.22
2028	\$5,192,045	1,620,807.75	3,053,347.47	880,000.00	\$666,115.88	No	150	14.3%	3.20	1.17	0.59%	62.68
2029	\$6,777,481	1,669,431.98	3,945,428.50	1,370,000.00	\$1,658,736.18	No	363	29.5%	4.06	1.29	0.73%	81.49
2030	\$8,875,134	1,719,514.94	3,944,648.50	2,750,000.00	\$3,319,706.71	Yes	705	58.6%	5.16	1.81	0.90%	105.93
2031	\$8,728,481	1,771,100.38	3,943,844.50	2,950,000.00	\$4,583,243.00	Yes	945	80.2%	4.93	1.76	0.83%	102.23
2032	\$8,581,606	1,824,233.40	3,397,118.08	1,793,000.00	\$7,943,497.95	Yes	1589	152.1%	4.70	1.99	0.76%	98.65

**Enable Uncertainty Simulation: O&M**

No = 0, Yes > 0

0

**Enable Uncertainty Simulation: Volume**

No = 0, Yes > 0

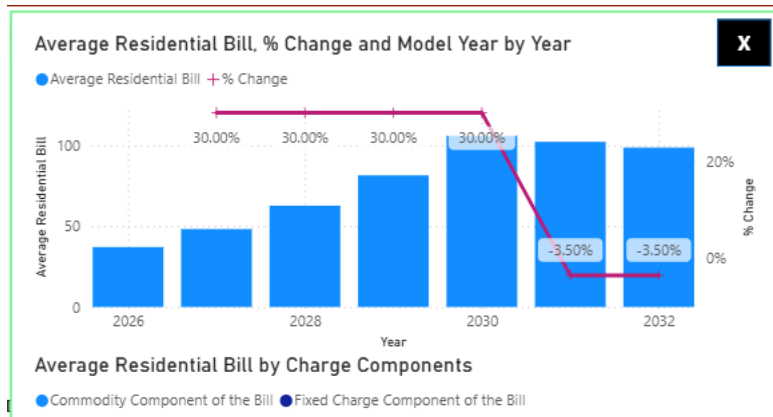
0

Accordingly, in the initial, approximately 4 years of the implementation of the new rate structure, the existing liabilities are projected to strain cash flow and impact reserves (e.g., days of cash on hand, reserve targets, or capital reserves in

line with current and anticipated depreciation expenditures), without year end balances dropping to negative territories. The system reserve balance is anticipated to recover to target levels in the years after.

Figure I below summarizes the modeled rate changes to achieve the pro forma results presented in Table I.

Figure I: Modeled System Rates



A potential negative rate adjustment may be the case to prevent cash surplus from exceeding anticipated financial targets. The City may wish to annually update and review rate needs to continue to meet expense requirements.

## ALTERNATIVES

An alternative analysis was performed whereby several larger, less frequent rate increases were explored as an option (e.g., an approximate 45% rate increase over three consecutive years), followed by smaller rate adjustments. The City opted to not pursue this alternative, which may trigger undesirable and elevated rate shock to customers.

The appendix to this review contains screen captures from the City’s online RateVisor revenues and expenses portal, including the information and data utilized as part of this analysis and associated results.

The City is committed to updating ordinances as needed to accommodate the modeled rate increases, starting with FY 2027.

**Disclaimer:** This document and associated online portal, InfraSmart, includes information and data obtained from or based upon the recipient and publicly available sources, the completeness and accuracy of which has not been independently verified, except where specifically noted, and cannot be assured by OHM Advisors.

The analysis and findings presented are based on the data described above and may not cover all aspects of that which may surround the subject area. As a result, the platform or document may include limitations, assumptions, or data dependencies that are not obvious. Content provided herein may also involve critical factors that cannot be measured with precision and are incomplete without reference to the oral presentation or other written materials that supplement it. Recipients should use this document, the platform and accompanying results and findings carefully, and anyone else not intended as the recipient choosing to use them does so entirely at their own risk.

Any forward-looking projections are not predictions; actual results may differ, possibly in significant ways.

This platform or document does not provide advice to municipal entities or others regarding municipal financial products, the issuance of municipal securities, or related matters such as structure or terms.

## **APPENDIX**

[Financial Summary Table](#)[Open PDF Documentation](#)

### Disclaimer

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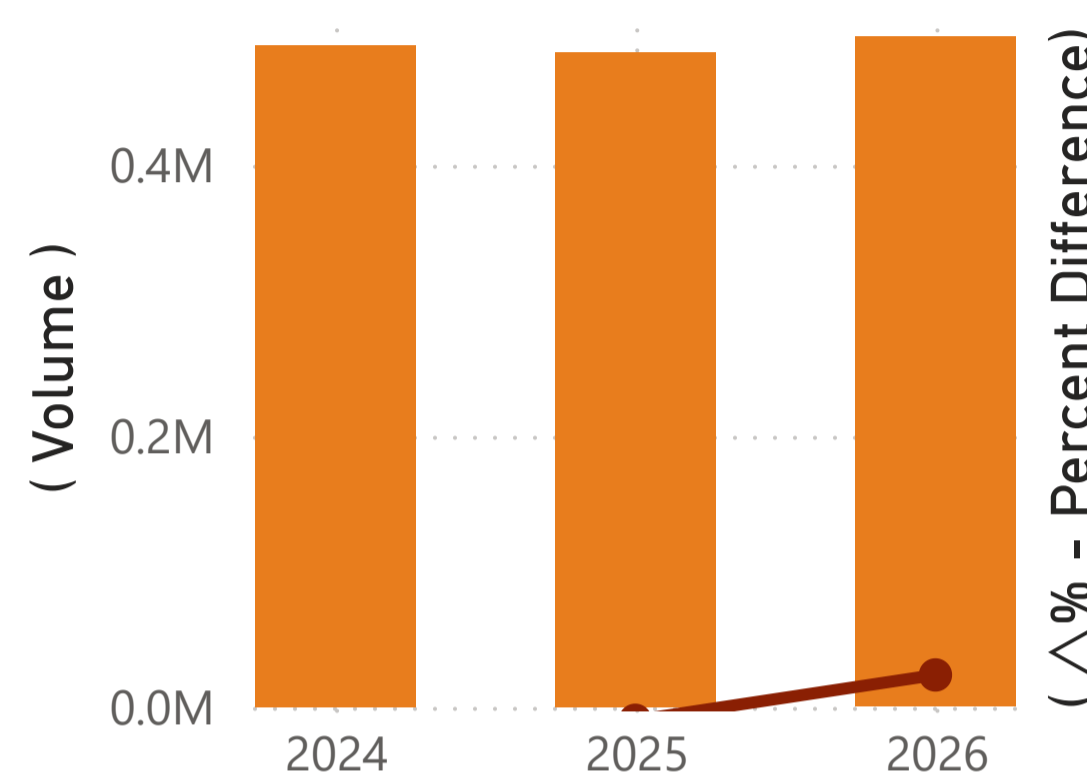
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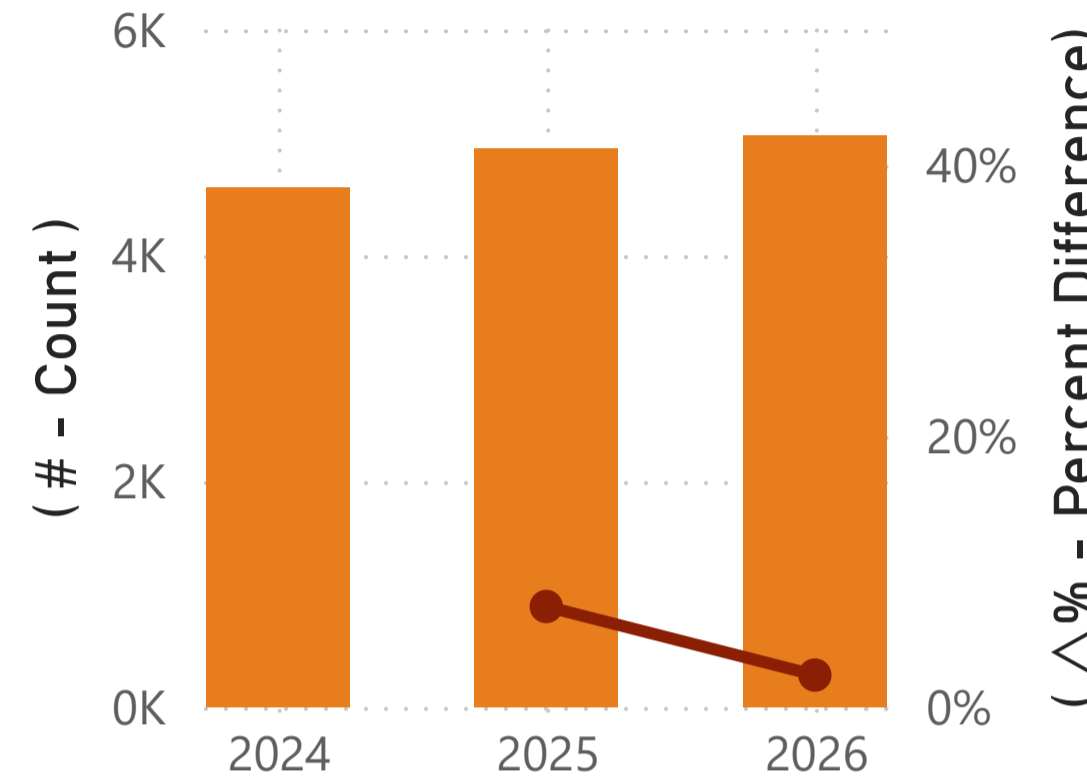
### Water Consumption

Sum of Water Consumpti... % Difference



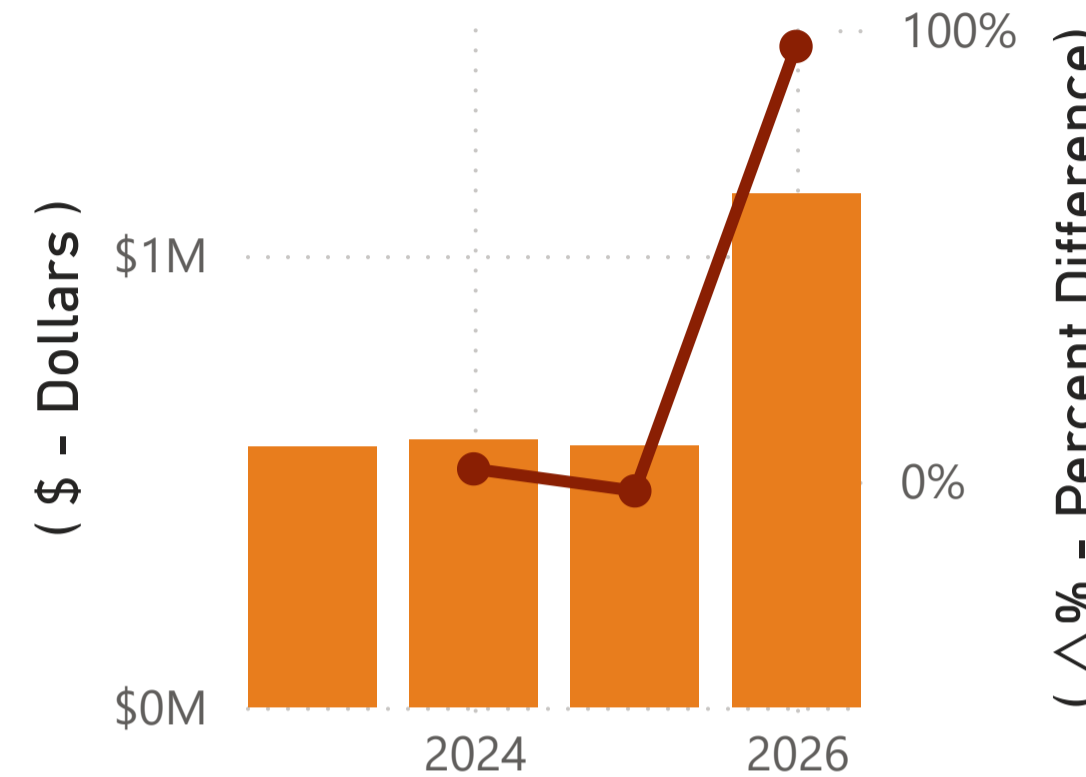
### Meter Equivalent

Meter Equivalent % Difference



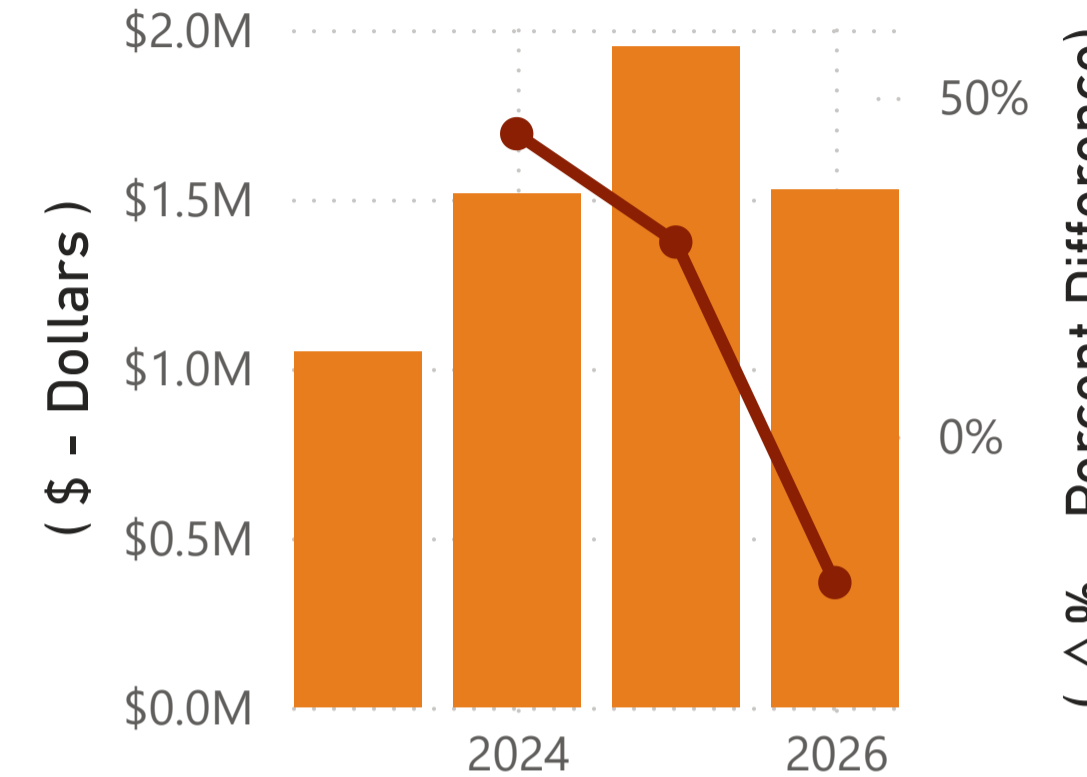
### Depreciation

Depreciation % Difference

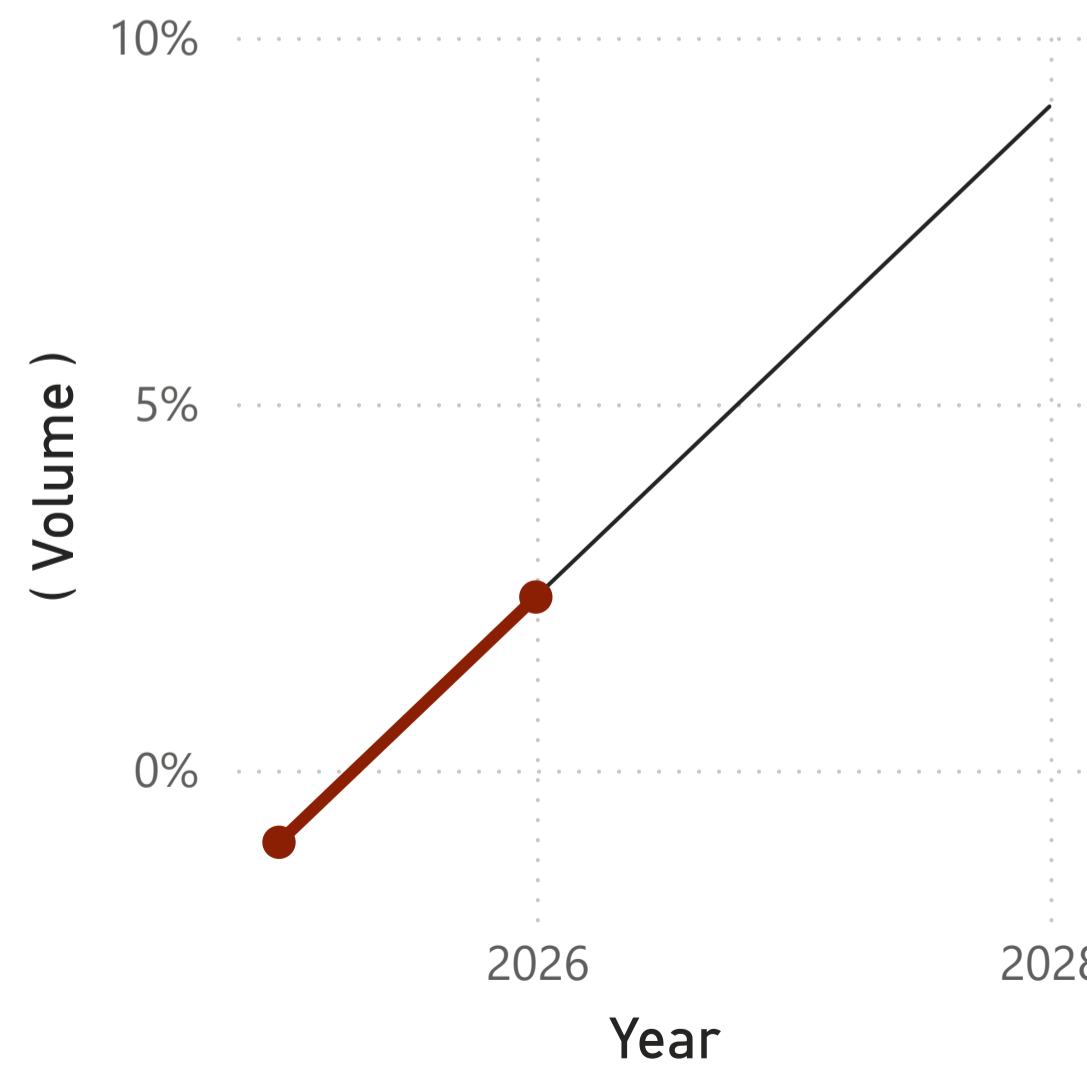


### Operational Expenses

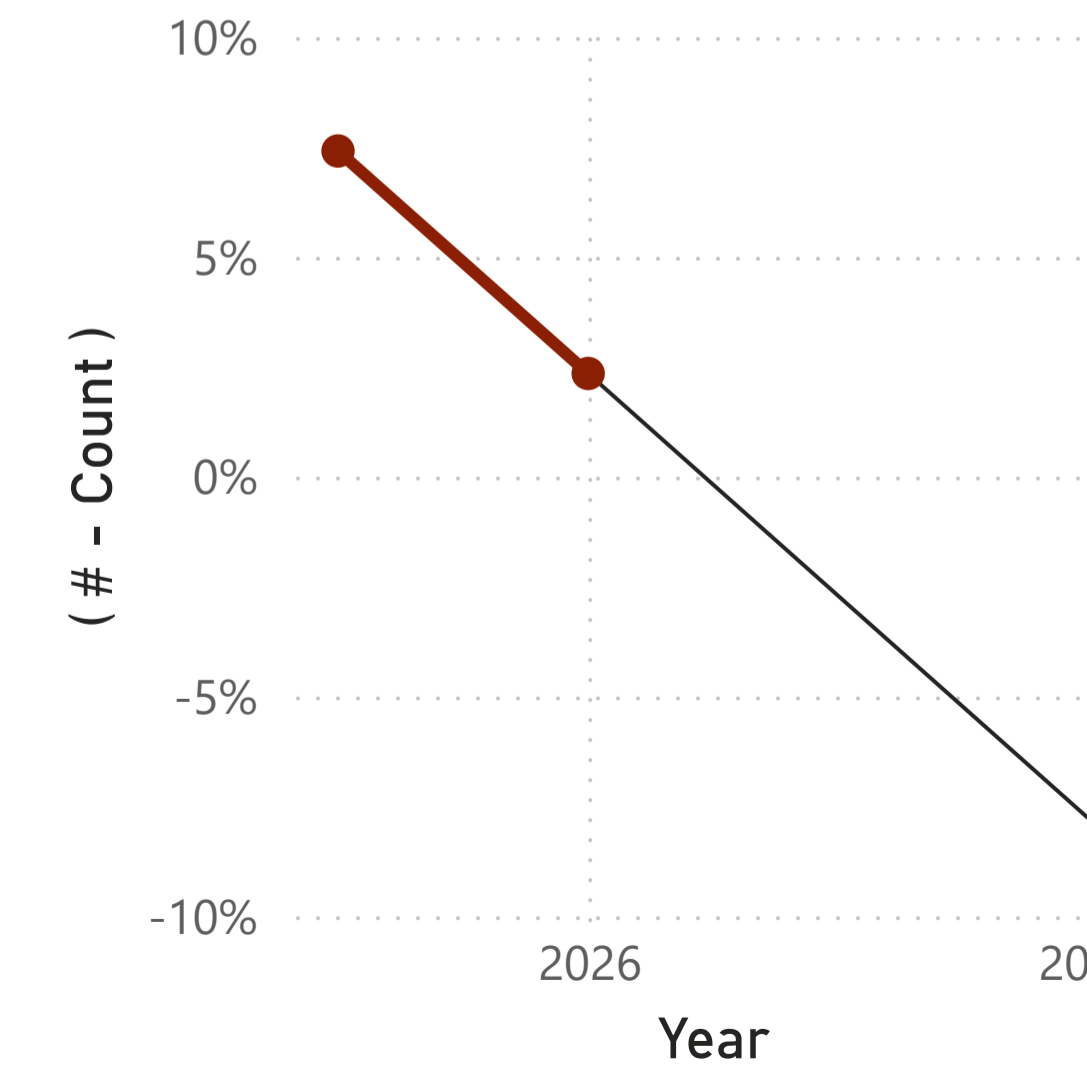
Operational Expenses % Difference



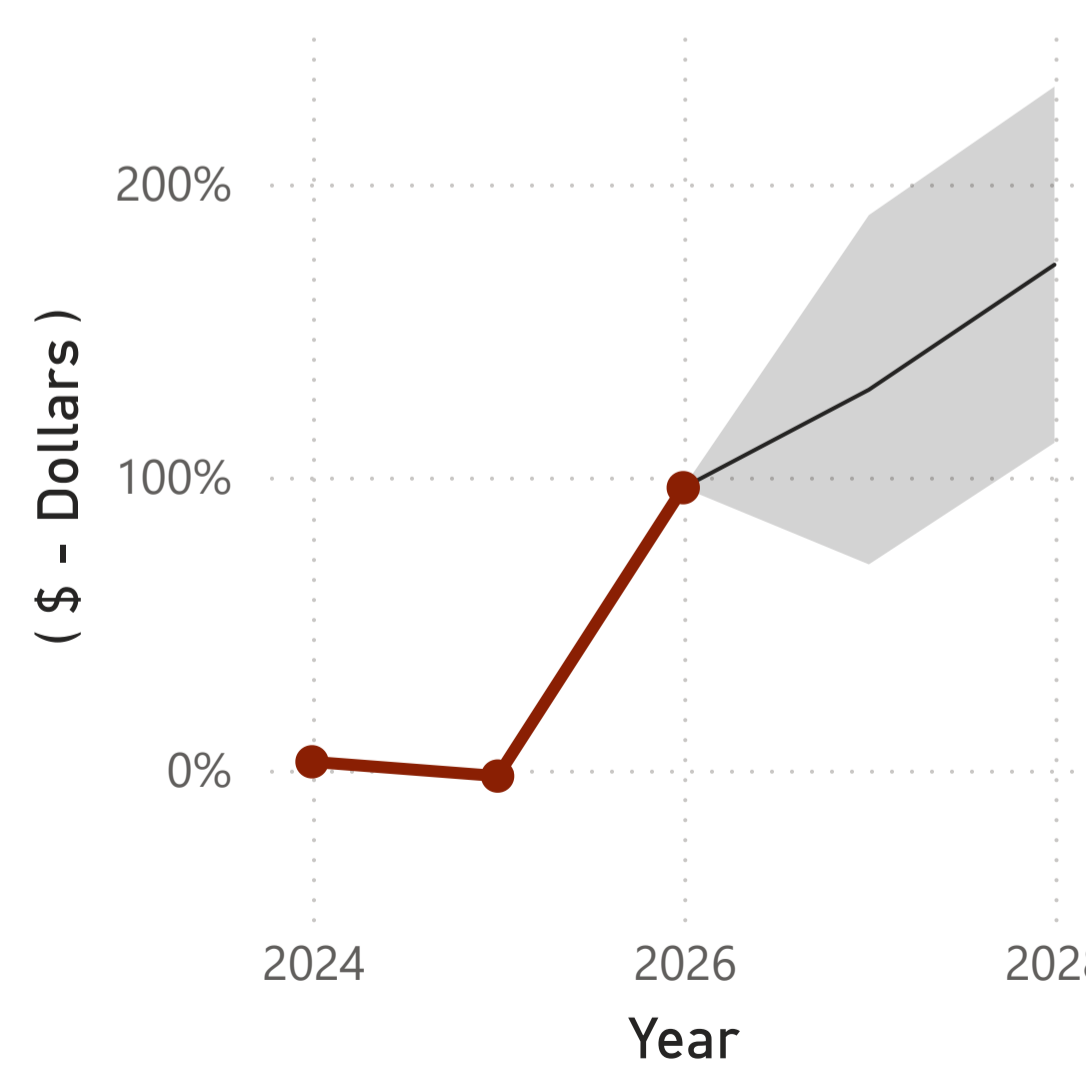
### Trending in % Difference



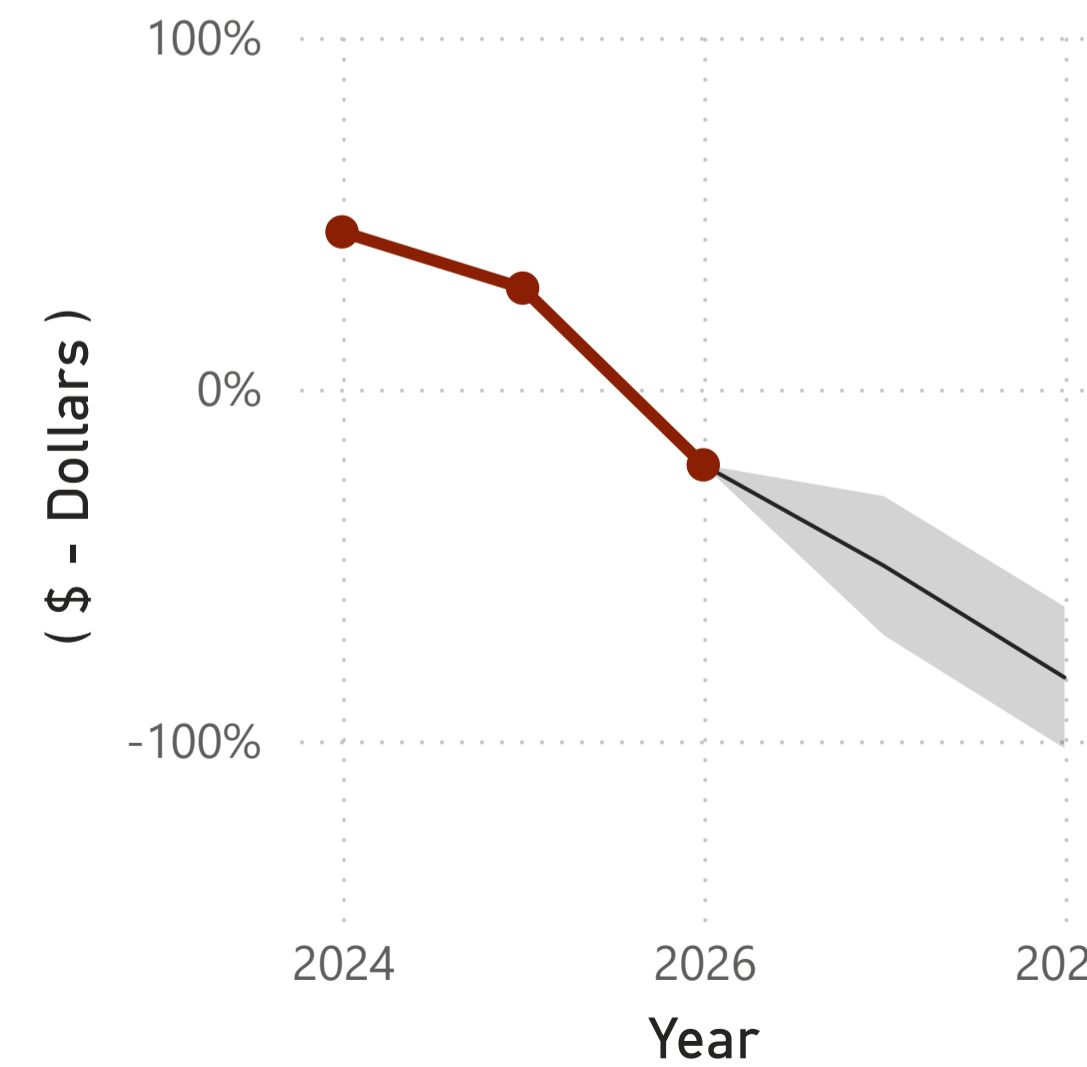
### Trending in % Difference



### Trending in % Difference



### Trending in % Difference

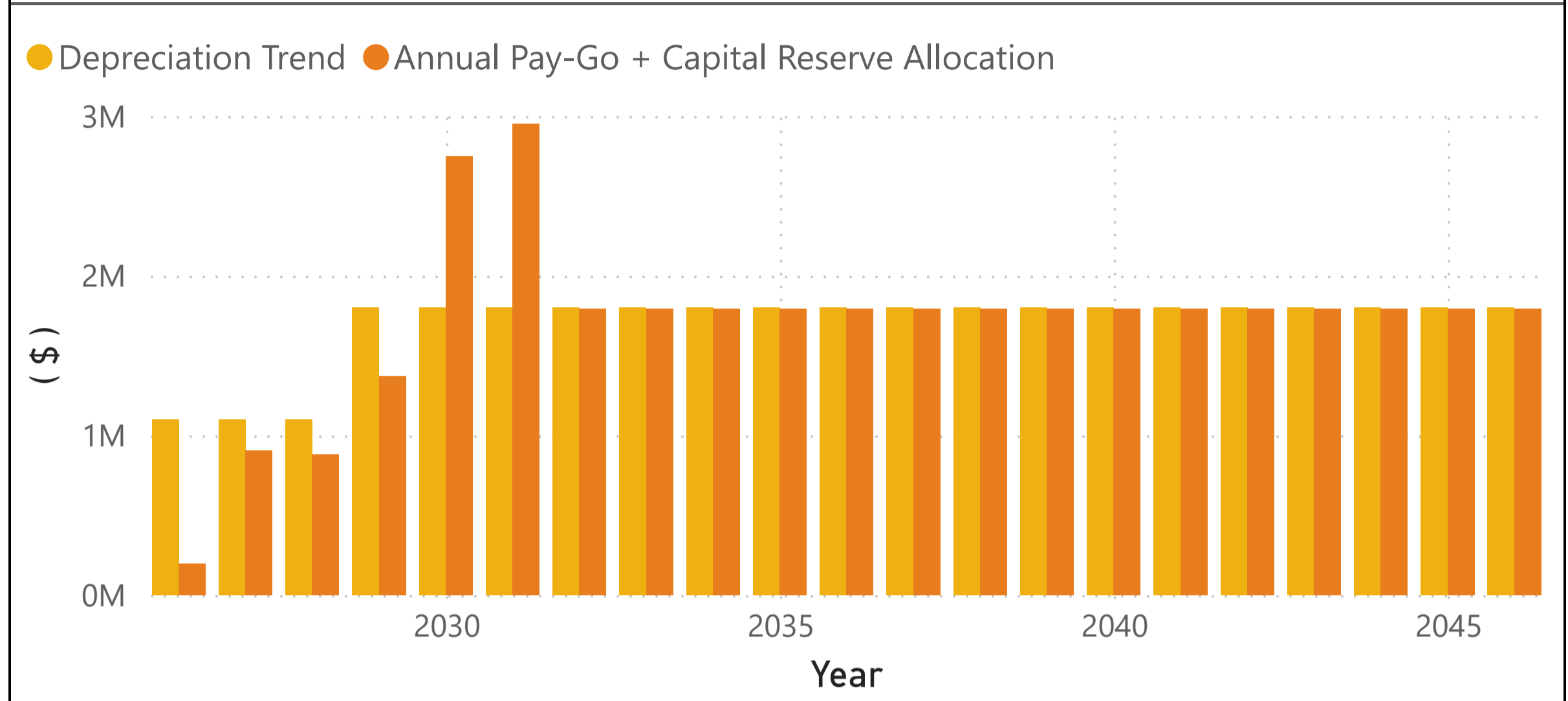




### Planned Pay-Go Capital Improvements

Description	2026	2027	2028	2029
CIP Custom Input #1	\$0	\$0	\$0	\$0
CIP Custom Input #2	\$0	\$0	\$0	\$0
CIP Custom Input #3	\$0	\$0	\$0	\$0
Depreciation based CIP- Existing Assets (Before 2026)				
Heavy Equipment				
Improvements Other	\$196,462	\$250,000		\$
Lift Station Improvements			\$230,000	\$50,000
Light Equipment		\$155,000		\$70,000
Sewer Line Improvements				\$50,000
WWTP Water Service			\$150,000	
<b>Total</b>	<b>\$196,462</b>	<b>\$405,000</b>	<b>\$380,000</b>	<b>\$170,000</b>

### Depreciation Trend vs. Planned Pay-Go + Capital Reserve Allocation



### % Annual Increase: Capital Projects

### % Scaling: Capital Projects

0%

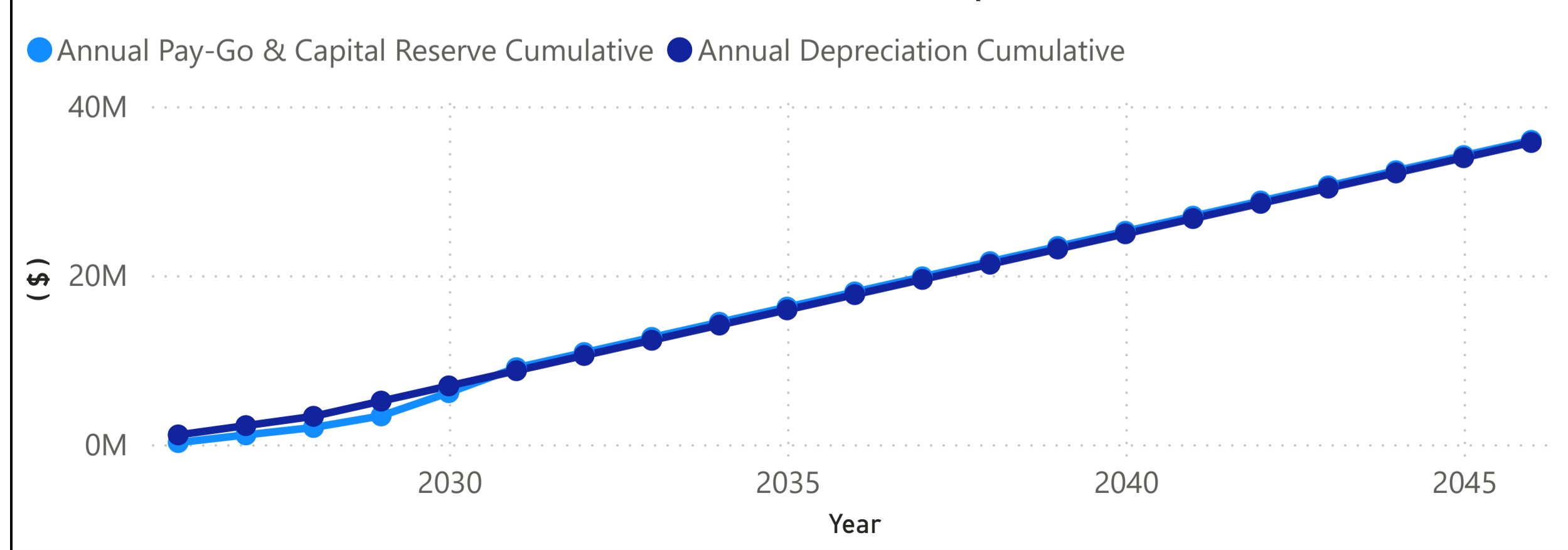
100%



**Accounting for Depreciation**

**CapEx**

### Cumulative Variation of CIP Allocation & Annual Depreciation



### Add or Remove A Pay-Go CIP Item

\$ Value of CIP Item #1

CIP Item Year

CIP Item Scale

CIP Duration

In initial year prices

Year from initial

Specify + or -

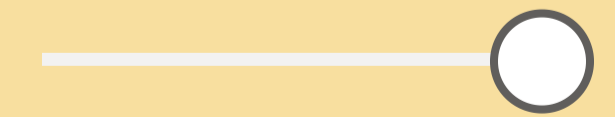
One time (0) or continuous

\$0

1

1

20



**Add More CIP Items**

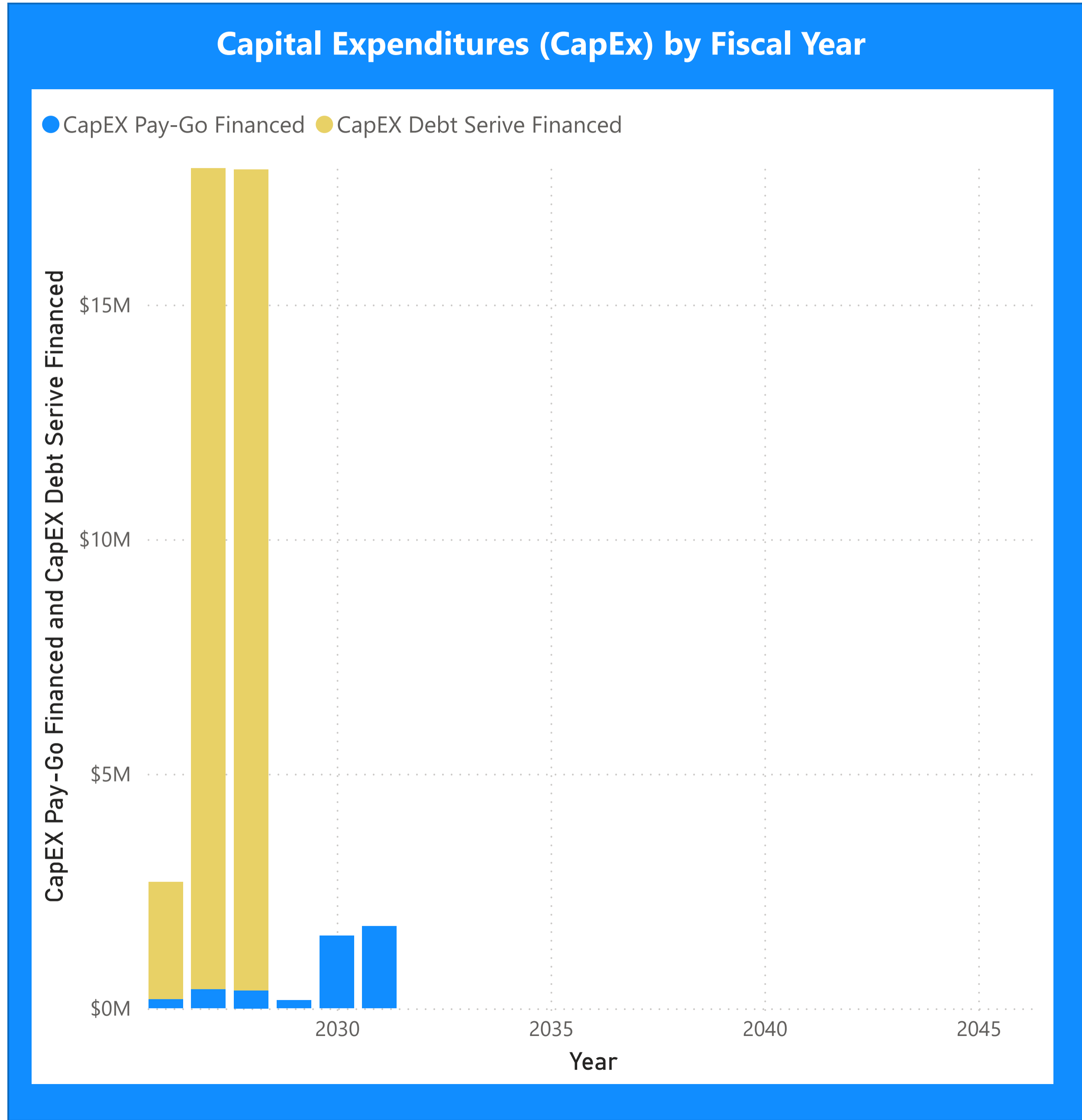
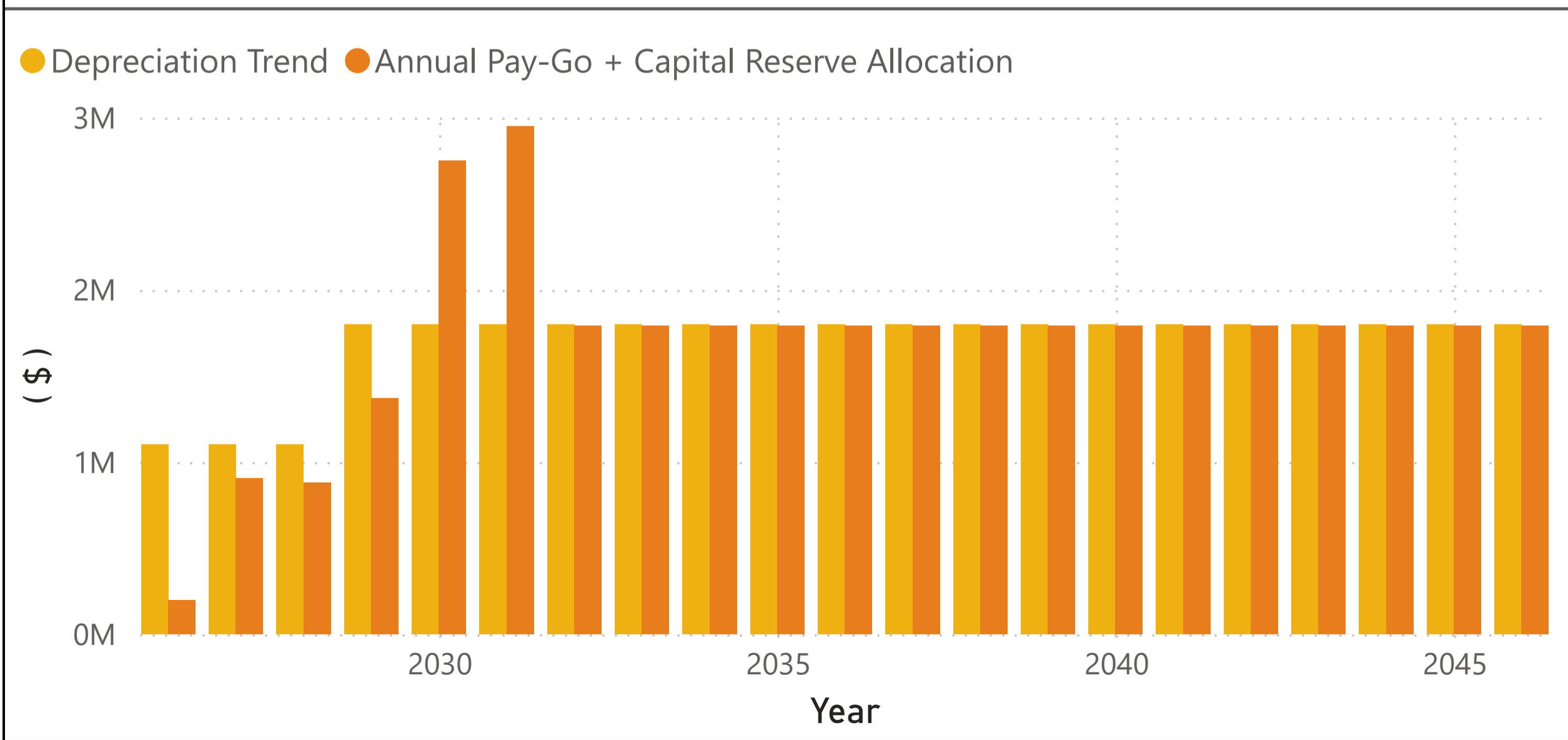


## Capital Expenditures (CapEx)

### Planned Pay-Go Capital Improvements

Description	2026	2027	2028	2029	2030
CIP Custom Input #1	\$0	\$0	\$0	\$0	\$0
CIP Custom Input #2	\$0	\$0	\$0	\$0	\$0
CIP Custom Input #3	\$0	\$0	\$0	\$0	\$0
Depreciation based CIP- Existing Assets (Before 2026)					
Heavy Equipment					
Improvements Other	\$196,462	\$250,000			\$0
Lift Station Improvements			\$230,000	\$50,000	
Light Equipment		\$155,000		\$70,000	
Sewer Line Improvements				\$50,000	
WWTP Water Service			\$150,000		
<b>Total</b>	<b>\$196,462</b>	<b>\$405,000</b>	<b>\$380,000</b>	<b>\$170,000</b>	<b>\$0</b>

### Depreciation Trend vs. Planned Pay-Go + Capital Reserve Allocation





# Depreciation

The purpose of this section of the rate model is to capture historic as well as anticipated new depreciation, e.g., due to placing a new asset in service. Depreciation values can then be compared against existing and planned capital improvement plans as well as calculated system reinvestment ratio. This ratio is defined as the annual capital improvements plan values divided by annual depreciation levels.

**Depreciation #1 Amount (\$)**  
in initial year prices

**Start Year**  
Year from initial

**Duration**  
From start year

**Depreciation #2 Amount (\$)**  
in initial year prices

**Start Year**  
Year from initial

**Duration**  
From start year

**Depreciation #3 Amount (\$)**  
in initial year prices

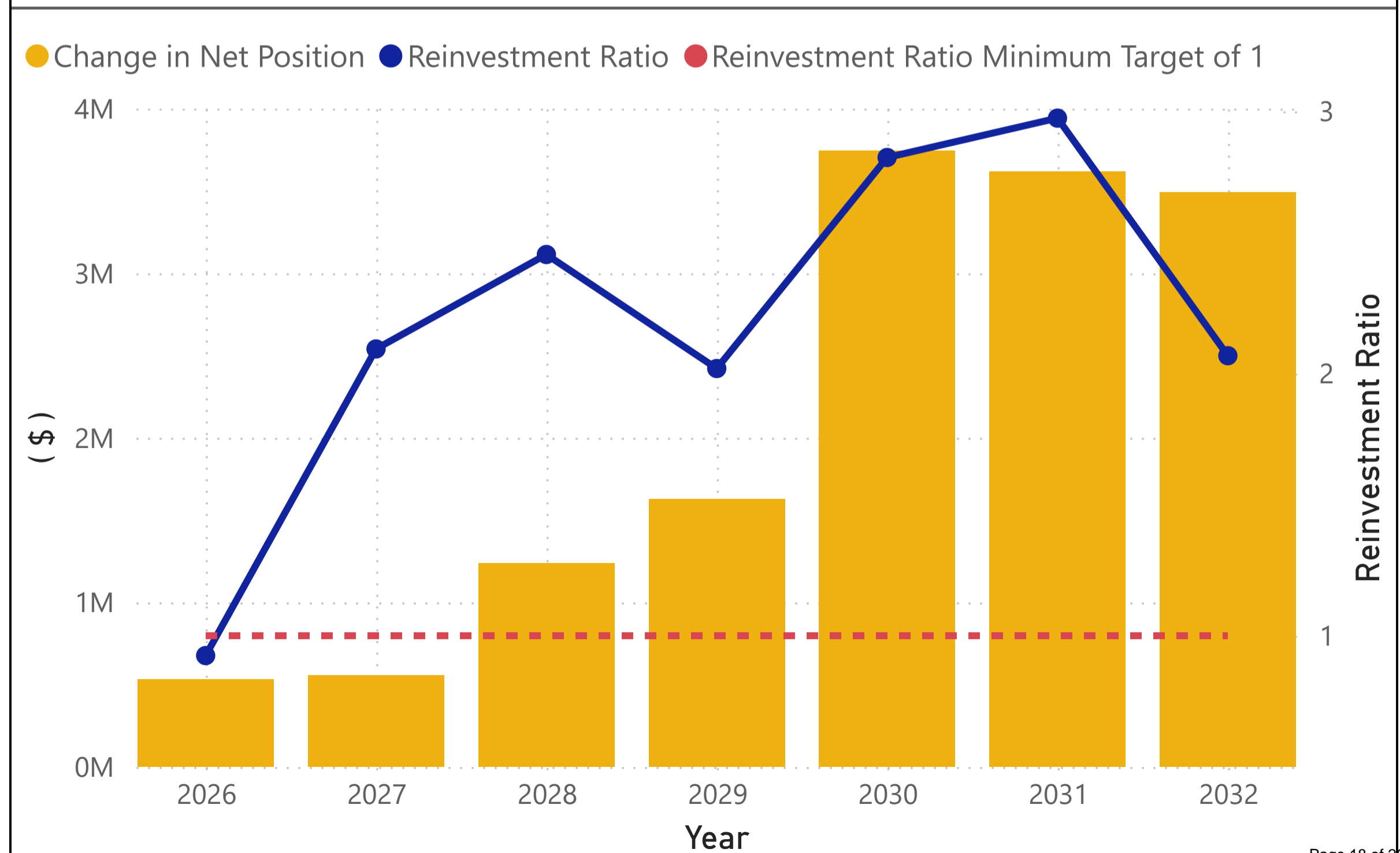
**Start Year**  
Year from initial

**Duration**  
From start year

## Linear Escalation of Annual Depreciation % Annual Compounding

## Base Line Depreciation

## Depreciation Trend vs. Reinvestment Ratio





### Debt Obligations

Year	Debt Custom Input #1	Debt Custom Input #2	Debt Custom Input #3	SRF 2022-476	SRF 202...
2026		0.00	0.00	733,667.00	(
2027		0.00	545,886.43	990,084.00	(
2028	892,837.04	0.00	545,886.43	989,616.00	(
2029	892,837.04	892,837.04	545,886.43	989,136.00	(
2030	892,837.04	892,837.04	545,886.43	988,644.00	(
2031	892,837.04	892,837.04	545,886.43	988,140.00	(
2032	892,837.04	892,837.04	0.00	987,612.00	(

### Add New Debt

Amount ( \$ ) #1

\$17,500,000

Year from Current

1

Rate ( % )

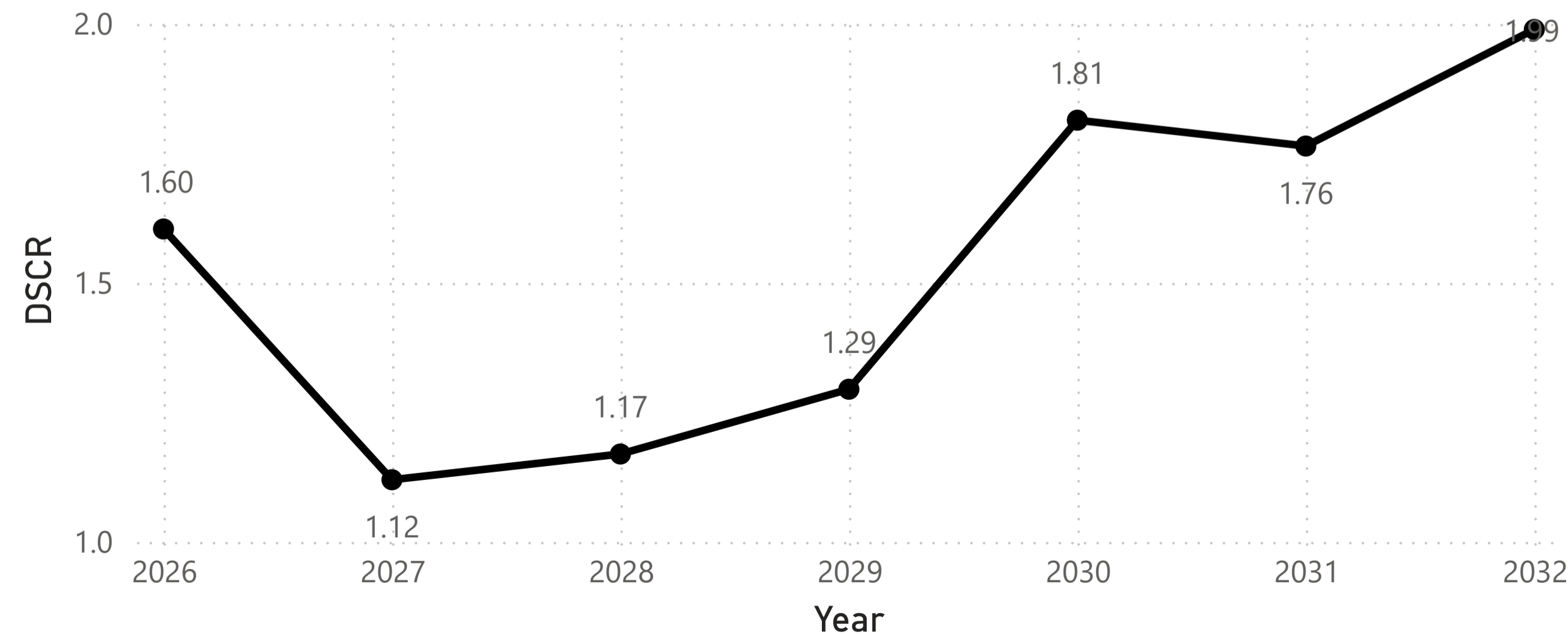
3.0%

Term in Years

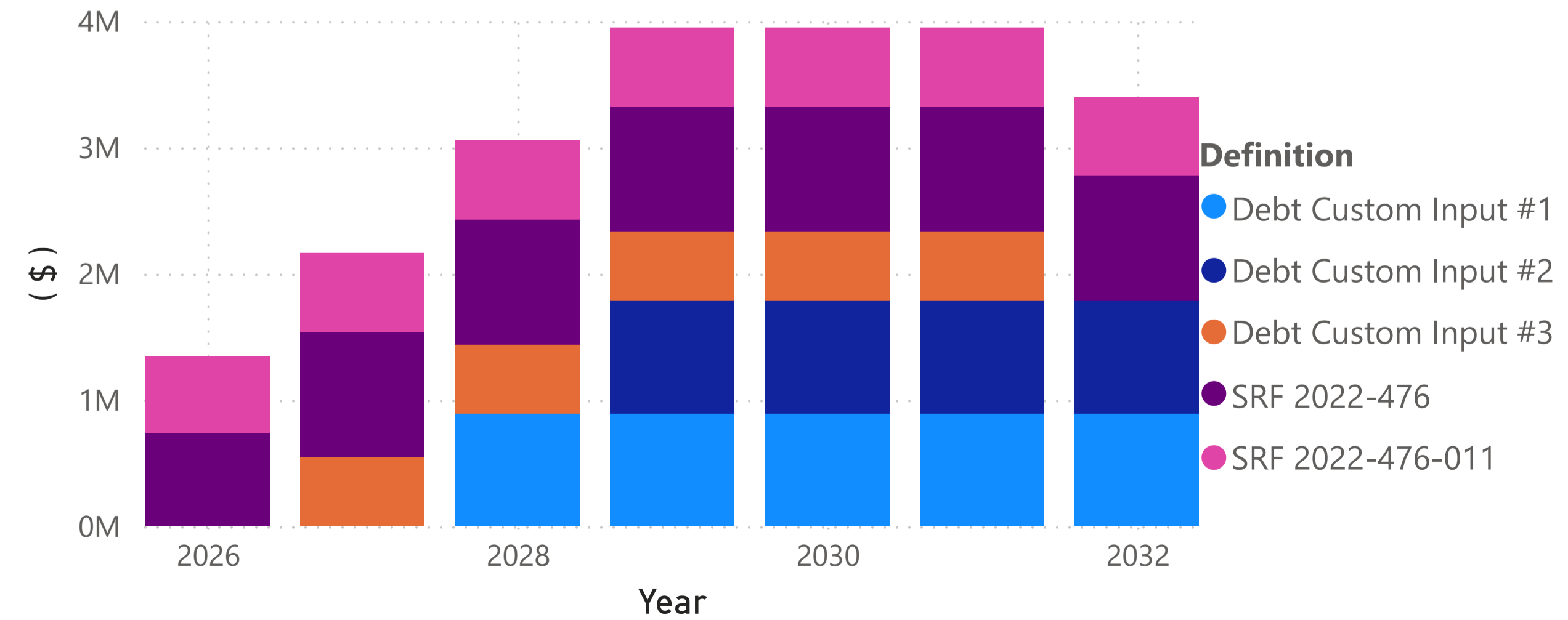
30

Add More Debt Items

### Debt Service Coverage Ratio (DSCR)



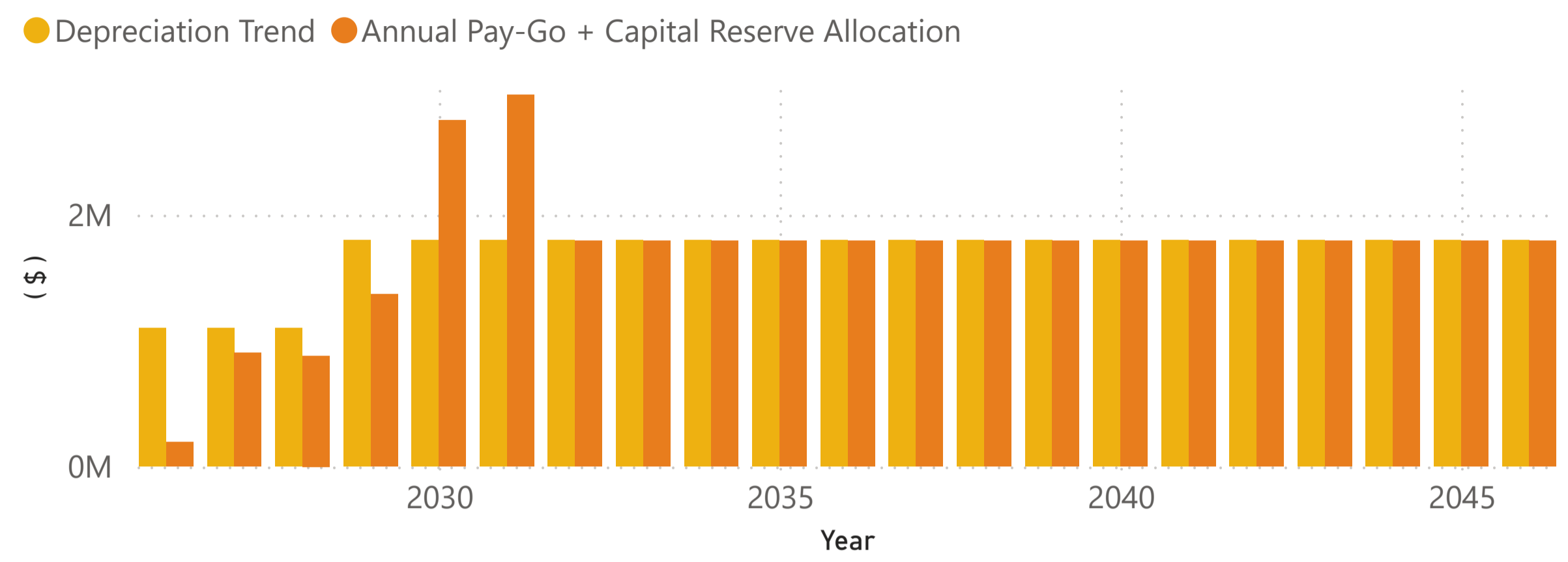
### Debt Details



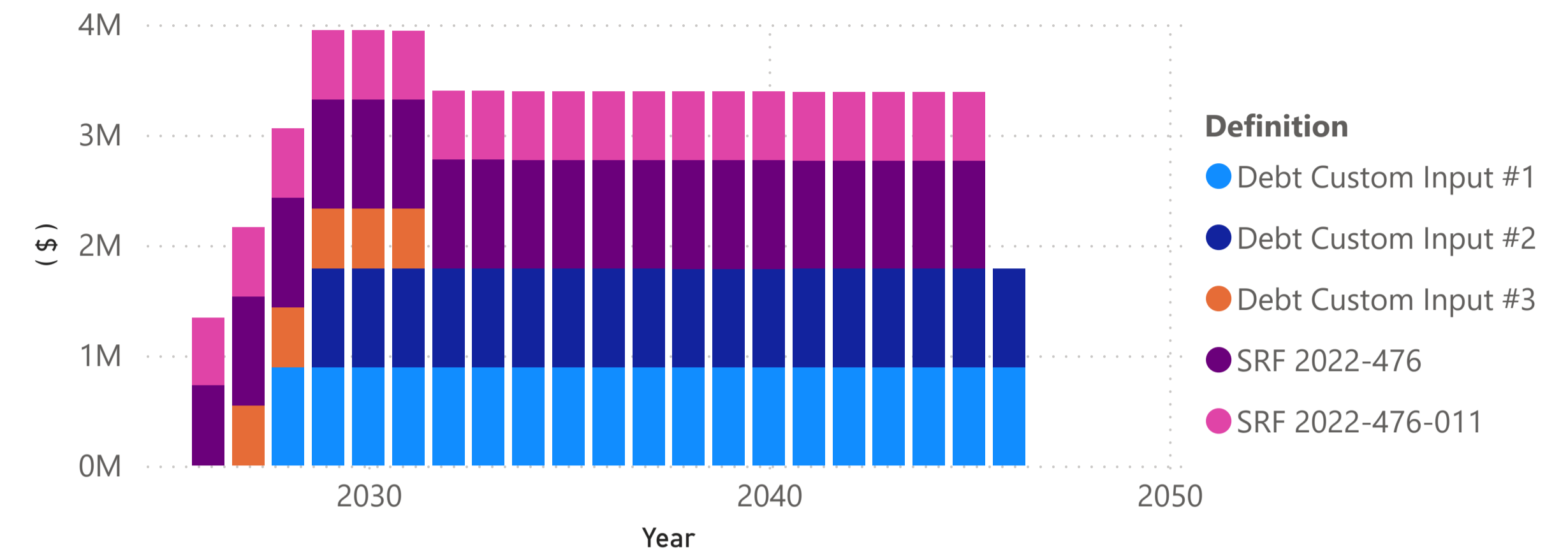


# Additional CIP and Debt Items

## Depreciation Trend vs. Planned Pay-Go + Capital Reserve Allocation



## Debt Details



**\$ Value of CIP Item #2**  
In initial year prices

**CIP Item Year**  
Year from initial

**CIP Duration**  
One time (0) or continuous

**\$ Value of CIP Item #3**  
In initial year prices

**CIP Item Year**  
Year from initial

**CIP Duration**  
One time (0) or continuous

**% Annual Increase: Added Capital Projects**

**Linear Escalation of Added CIP**

**Amount (\$) #2**

**Rate (%)**

**Year from Current**

**Term in Years**

**% Annual Increase in Debt Amount**  
When considering debt purchase in future years

**Amount (\$) #3**

**Rate (%)**

**Year from Current**

**Term in Years**



% Annual Change: Equivalent Meters

2.0%



% Annual Change: Water Volume

2.0%



% Capacity Fee Adjustment

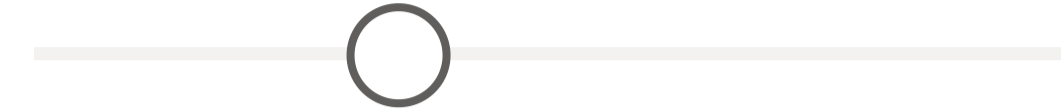
Apply % increase to current capacity fee

0%



% Annual Change: Rates

30.0%



% Annual Change: O&M Expenses

3%



% Annual Change: Other Revenue Sources

0.0%

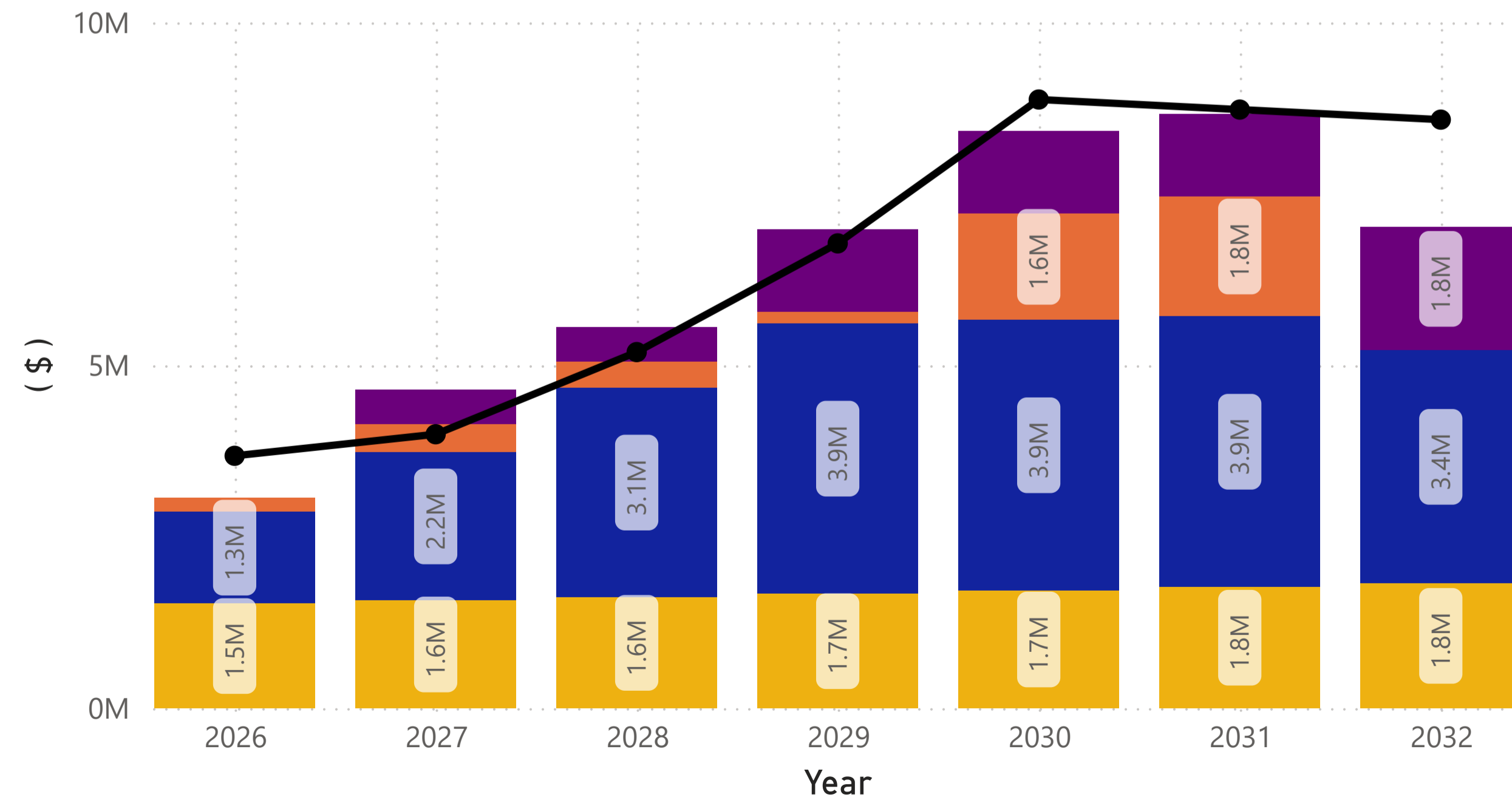


Revenue Allocation

**\$3,100**  
Revenue: Capacity Fees Per REU

Revenue vs Expenses

O&M Debt Paygo Reserves Transfers Revenue



	2026	2027	2028	2029	2030
Revenue: User Rates	2,775,525.28	3,680,346.52	4,878,263.23	6,463,698.78	8,561,351
Revenue: Other	904,200.00				
Revenue: Capacity Fees	0.00	313,782.00	313,782.00	313,782.00	313,782
Revenue	\$3,679,725	\$3,994,129	\$5,192,045	\$6,777,481	\$8,875,
O&M	1,527,766.75	1,573,599.75	1,620,807.75	1,669,431.98	1,719,514
O&M Coverage Ratio	2.41	2.54	3.20	4.06	5.16

Other Revenue Sources (Non-Operating & Service-Related)	
	<b>2026</b>
Sewer Development Charges	904,200.00
<b>Total</b>	<b>904,200.00</b>



Historic

CIP

Debt

Rev./Exp.

**Pro-Forma**

Bill Impact

Randomize

Reserves

### Select Forecast Year

2026 2032

### % Annual Change: Rates

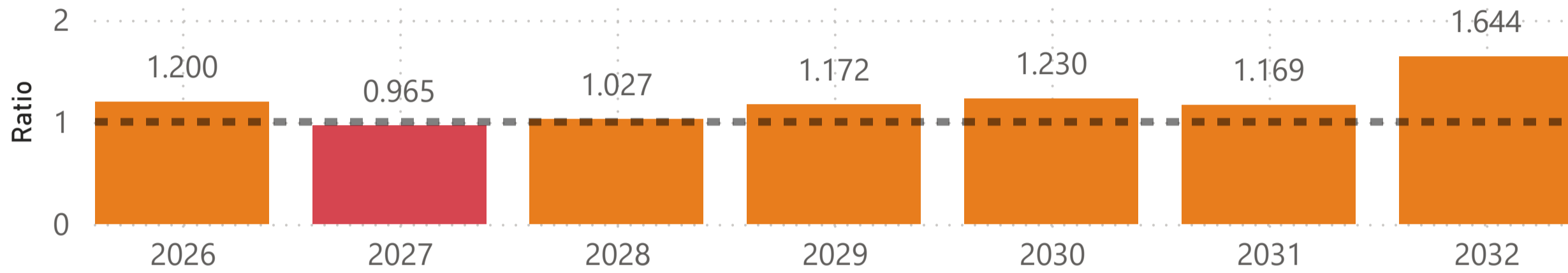
30.0%

Rates: View or Add New

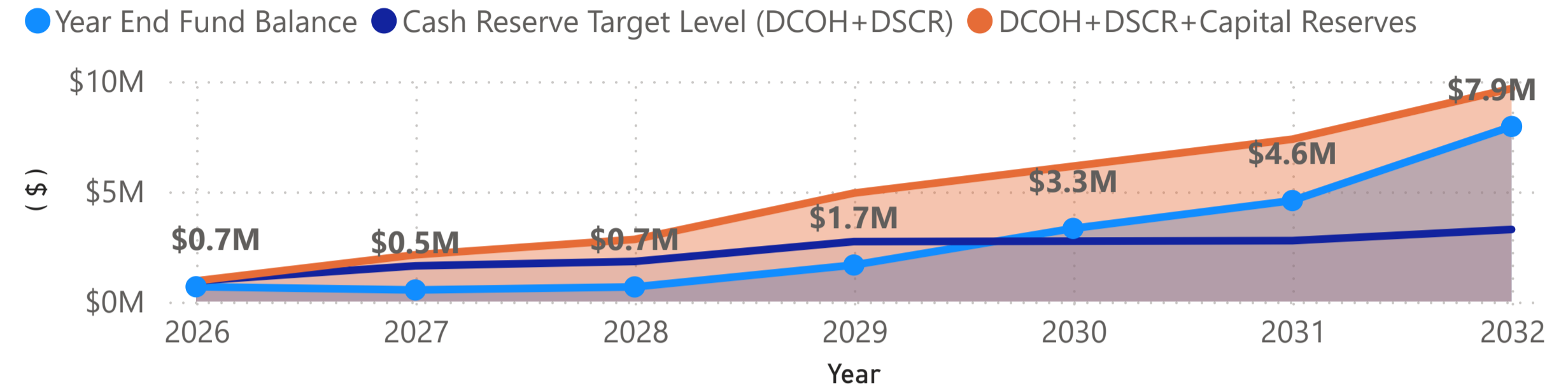
Rates: Customer Bill Impact

Transfers (From or To)

### Revenue Sufficiency Ratio and Model Year by Year



### Cash Surplus (Deficit) and Cash Reserve Target Level by Fiscal Year



Year	Revenue	O&M	Debt	CIP Expenses	EOYFB	Cash Reserve Targets Met*?	DCOH	Cash as % of Expenditures	O&M Coverage Ratio	DSCR	% MAHi	Average Residential Bill
2026	\$3,679,725	1,527,766.75	1,341,623.00	196,462.00	\$673,951.53	No	161	23.5%	2.41	1.60	0.38%	37.09
2027	\$3,994,129	1,573,599.75	2,161,254.43	905,000.00	\$528,225.87	No	123	14.1%	2.54	1.12	0.47%	48.22
2028	\$5,192,045	1,620,807.75	3,053,347.47	880,000.00	\$666,115.88	No	150	14.3%	3.20	1.17	0.59%	62.68
2029	\$6,777,481	1,669,431.98	3,945,428.50	1,370,000.00	\$1,658,736.18	No	363	29.5%	4.06	1.29	0.73%	81.49
2030	\$8,875,134	1,719,514.94	3,944,648.50	2,750,000.00	\$3,319,706.71	Yes	705	58.6%	5.16	1.81	0.90%	105.93
2031	\$8,728,481	1,771,100.38	3,943,844.50	2,950,000.00	\$4,583,243.00	Yes	945	80.2%	4.93	1.76	0.83%	102.23
2032	\$8,581,606	1,824,233.40	3,397,118.08	1,793,000.00	\$7,943,497.95	Yes	1589	152.1%	4.70	1.99	0.76%	98.65

### Enable Uncertainty Simulation: O&M

No = 0, Yes > 0

0



### Enable Uncertainty Simulation: Volume

No = 0, Yes > 0

0





### Ready to Serve (Fixed) and Commodity (Variable) Charges by Year

Year	2026		2027		2028		2029		2030		2031		2032	
Meter Size	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
3/4" & 5/8"	\$28.77	\$2.08	\$37.40	\$2.70	\$48.62	\$3.52	\$63.21	\$4.57	\$82.17	\$5.94	\$79.29	\$5.73	\$76.52	\$5.53
1"	\$71.93	\$2.08	\$93.50	\$2.70	\$121.55	\$3.52	\$158.02	\$4.57	\$205.42	\$5.94	\$198.24	\$5.73	\$191.30	\$5.53
1 1/2"	\$143.85	\$2.08	\$187.01	\$2.70	\$243.11	\$3.52	\$316.04	\$4.57	\$410.85	\$5.94	\$396.47	\$5.73	\$382.59	\$5.53
2"	\$230.16	\$2.08	\$299.21	\$2.70	\$388.97	\$3.52	\$505.66	\$4.57	\$657.36	\$5.94	\$634.35	\$5.73	\$612.15	\$5.53
3"	\$719.25	\$2.08	\$935.03	\$2.70	\$1,215.53	\$3.52	\$1,580.19	\$4.57	\$2,054.25	\$5.94	\$1,982.35	\$5.73	\$1,912.97	\$5.53
4"	\$1,438.50	\$2.08	\$1,870.05	\$2.70	\$2,431.07	\$3.52	\$3,160.38	\$4.57	\$4,108.50	\$5.94	\$3,964.70	\$5.73	\$3,825.94	\$5.53
6"	\$2,301.60	\$2.08	\$2,992.08	\$2.70	\$3,889.70	\$3.52	\$5,056.62	\$4.57	\$6,573.60	\$5.94	\$6,343.52	\$5.73	\$6,121.50	\$5.53

### Approximating Monthly Bills by Customer Class

Meter Size	2026	2027	2028	2029	2030	2031	2032
3/4" & 5/8"	37.09	48.22	62.68	81.49	105.93	102.23	98.65
1"	92.73	120.54	156.71	203.72	264.83	255.56	246.62
1 1/2"	185.45	241.09	313.41	407.43	529.66	511.13	493.24
2"	296.72	385.74	501.46	651.89	847.46	817.80	789.18
3"	927.25	1,205.43	1,567.05	2,037.17	2,648.32	2,555.63	2,466.18
4"	1,854.50	2,410.85	3,134.11	4,074.34	5,296.64	5,111.26	4,932.36
6"	2,967.20	3,857.36	5,014.57	6,518.94	8,474.62	8,178.01	7,891.78

### Approximating % Change in Monthly Bills by Customer Class

Meter Size	2027	2028	2029	2030	2031	2032
3/4" & 5/8"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
1"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
1 1/2"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
2"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
3"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
4"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%
6"	30.00%	30.00%	30.00%	30.00%	-3.50%	-3.50%



### Summary Information

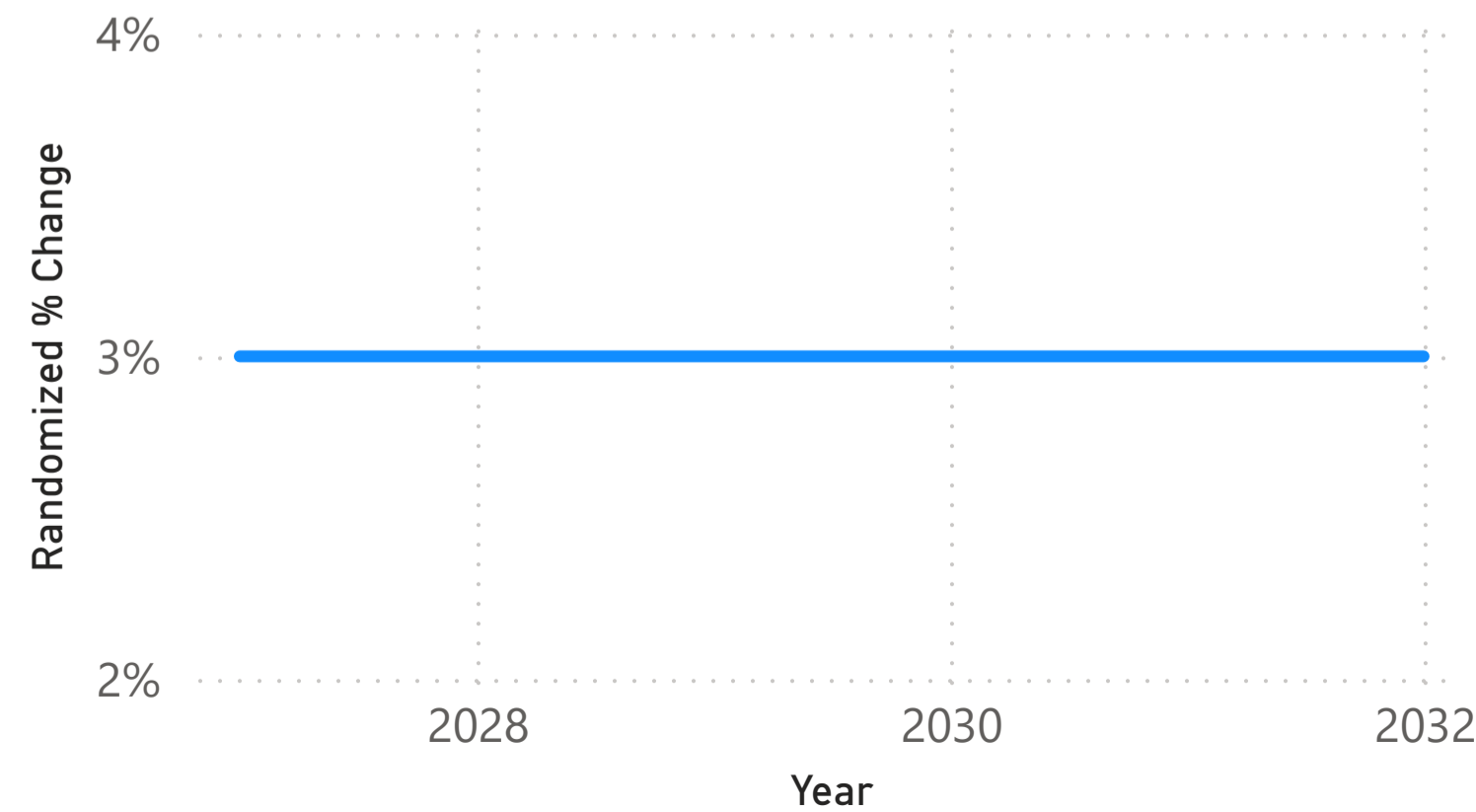
Revenues are adjusted based on calendar or fiscal year rate setting policies

Year	Equivalent Meters	Growth Driven REU Additions	Gallons/REU /Month	Water Volume (1,000)	Charge: Commodity	Charge: Fixed / REU	Revenue: Commodity	Revenue: Fixed	Revenue: User Rates	Revenue: Other	Revenue: Capacity Fees	Revenue: Total	% ch Resi
2026	5,061.00	0.00	8.14	494,358	2.08	28.77	\$1,028,266	\$1,747,260	2,775,525.28	904,200.00	0.00	\$3,679,725	
2027	5,162.22	101.22	8.14	504,246	2.70	37.40	\$1,363,480	\$2,316,866	3,680,346.52		313,782.00	\$3,994,129	
2028	5,263.44	101.22	8.14	514,133	3.52	48.62	\$1,807,280	\$3,070,984	4,878,263.23		313,782.00	\$5,192,045	
2029	5,364.66	101.22	8.14	524,020	4.57	63.21	\$2,394,646	\$4,069,053	6,463,698.78		313,782.00	\$6,777,481	
2030	5,465.88	101.22	8.14	533,907	5.94	82.17	\$3,171,776	\$5,389,576	8,561,351.97		313,782.00	\$8,875,134	
2031	5,567.10	101.22	8.14	543,794	5.73	79.29	\$3,117,445	\$5,297,255	8,414,699.18		313,782.00	\$8,728,481	
2032	5,668.32	101.22	8.14	553,681	5.53	76.52	\$3,063,031	\$5,204,794	8,267,824.43		313,782.00	\$8,581,606	

#### Enable Uncertainty Simulation: O&M

No = 0, Yes > 0

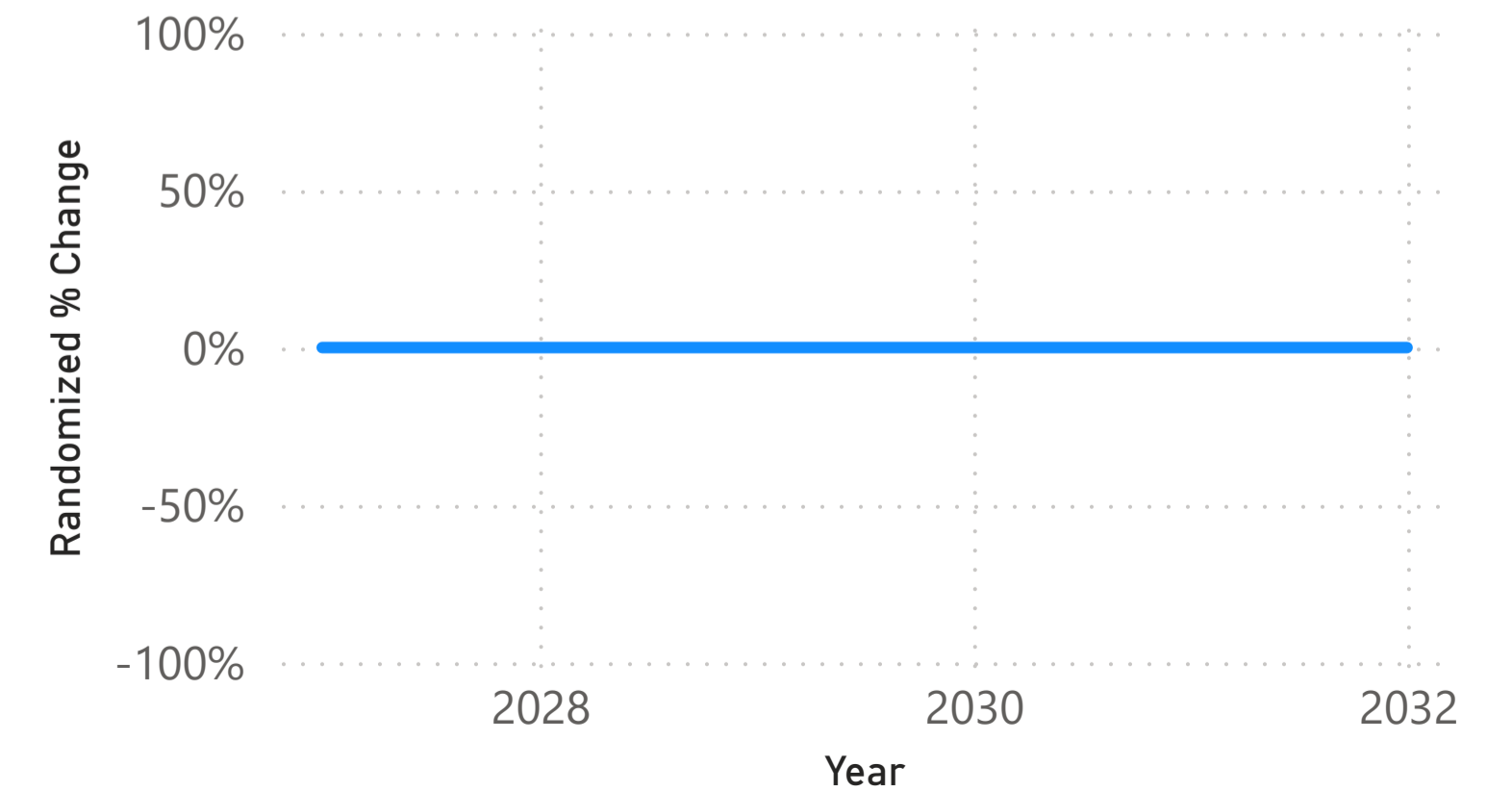
#### Randomized % Changes: O&M



#### Enable Uncertainty Simulation: Volume

No = 0, Yes > 0

#### Randomized % Changes: Volume





Historic

CIP

Debt

Rev./Exp.

Pro-Forma

Bill Impact

Randomize

**Reserves**

### Select Forecast Year

2026 2032

### DCOH Variable

160

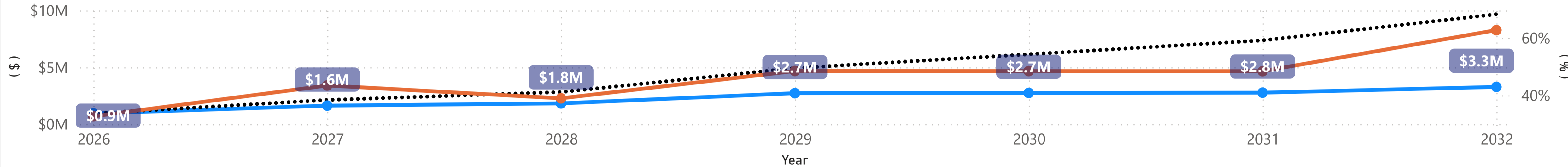
### DSCR Multiplier

1.20

Reserve Funds

### CaCash Reserve Target Level by Fiscal Year

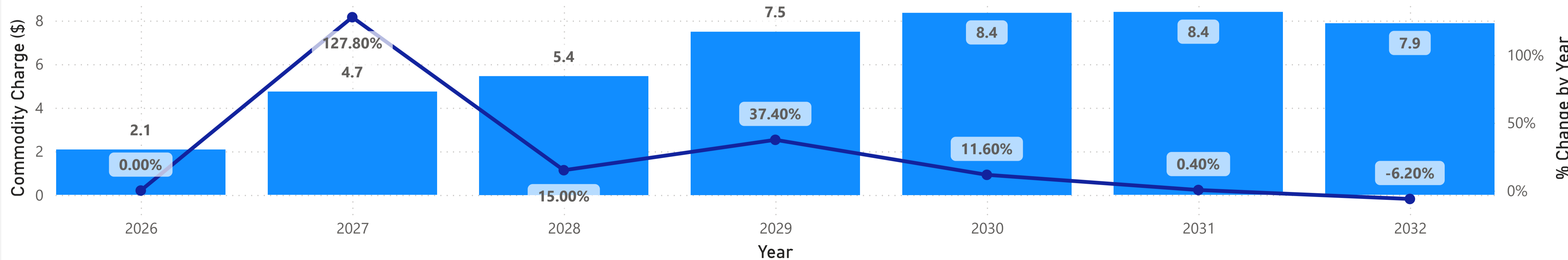
● Cash Reserve Target Level (DCOH+DSCR) ● DCOH+DSCR+Capital Reserve ● Cash as % of Expenditures Target



### Exact Rate Match Method Based Commodity Rates

In this method, rates are determined such that revenues exactly match expenses. Model beginning year cash balance is ignored. Also ignored are calendar vs fiscal year based adjustments.

● Charge: Commodity by Year ● Charge: Commodity by Year % Diff



CITY OF  
**LAKE LAND**  
TENNESSEE

Board of Commissioners  
Regular Meeting Minutes  
Thursday, April 16, 2026, 5:30 PM  
City Hall, Lakeland, Tennessee 38002

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I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Roman 5:30 p.m. on Thursday, April 16, 2026.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

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

Staff personnel in attendance were City Manager Emily Harrell, City Attorney Will Patterson, Finance Director Sue Matthews and City Recorder Rebecca Hume.

V. PUBLIC HEARING:

1. **Ordinance Second and Final Reading** - amending Lakeland's Municipal Code regarding the square footage requirement for retail food stores. *Sponsored by Mayor Roman*

Commissioner McCarter motioned to approve moving Regular Agenda Item #7 under VII Reports from Committees James Lewellen, MTAS Consultant presentation. After further clarification from Commissioner McCarter and confirmation from City Attorney Will Patterson that moving the Item out of the Regular Agenda Item section is acceptable, this motion was seconded by Commissioner Atkinson. There being no objections, Regular Agenda Item #7 was moved under Forms of Government presentation.

VI. TREASURER'S REPORT:

1. Fiscal year to date through March 31, 2026

Finance Director Sue Matthews offered this report.

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

Sheriff's Report

Sgt. Malone with the Shelby County Sheriff's Office offered this report.

Mayor Roman made comments.

Forms of Government - James Lewellen, *MTAS Consultant*

James Lewellen, MTAS Consultant, offered this presentation. Below are presentation notes provided by James Lewellen.

**IMPORTANCE OF CHARTERS**

Without a charter, a city does not exist.

The powers, authorities and capabilities of cities depend on the quality of the charter.

Municipal charters have been called a city's Birth Certificate.

Charters have also been called a city's Constitution.

Every charter has a specific list of powers and authorities being granted. To understand the importance of charter provisions, you must understand Dillion's Rule.

**DILLION'S RULE**

Private Act charters vary from city to city.

Municipal Corporations owe their origin to, and derive their powers from, the legislature. It breathes into them the breath of life, without which they cannot exist. As it created, so it may destroy. If it may destroy, it may abridge the controls... They are so to phrase it, the mere tenants at will of the legislature. Judge John F. Dillion - Iowa Supreme Court - 1868.

The question is not, “where does it say that we cannot do it?”

The question is “where does it say we can?”

### **TENNESSEE CHARTERS (345 cities)**

Private Acts - 212 – Apply only to that city.

### **NO MORE PRIVATE ACT CHARTERS**

Following a Constitutional Amendment in 1953 - all municipal charters are general law charters.

Cities no longer have the option to adopt a Private Act Charter.

The only option is one of the General Law Charter forms.

LAKELAND'S ONLY OPTION FOR A CHANGE IN CHARTER FORM IS THE MAYOR ALDERMANIC GENERAL LAW CHARTER OR THE MODIFIED CITY MANAGER-COUNCIL FORM.

### **TYPES OF CHARTERS**

Private Acts - 212 – Apply only to that City

General Law - 116

Mayor Aldermanic - 67

Manager Commission - 47

Modified Manager Commission - 2 (Oak Ridge & Brentwood)

Home Rule - 14

Metro - 3

### **GENERAL LAW CHARTERS**

Mayor Aldermanic

City Manager - Commission

Modified City Manager - Council

General Law Charters are found at TCA - Title 6, Chapter 1 - Chapter 23

Because they are general law - provisions in each charter form are the same for all cities with that type of charter.

### **MUNICIPAL POWERS IN GENERAL LAW CHARTERS**

TCA 6-19-101 City Manager Commission Charter lists 34 powers and

authorities (with subsections).  
TCA 6-2-201 Mayor Aldermanic Charter lists 33.

In a side by side comparison, they are almost identical.

For example number 3 in both is: Make special assessments for local improvements.

Number 4 is: Contract and be contracted with.

The numbering gets off track because in the Mayor Aldermanic Charter there was a special provision added at item 16 for any city with a population of at least 700 but not more than 705.

There is no appreciable difference, but that should be determined by your attorney.

### **SIMILARITIES OF STRUCTURE**

ELECTIONS ARE HELD ON THE SAME SCHEDULE

MAYOR WOULD BE ELECTED AT LARGE

TERMS OF BOARD MEMBERS ARE 4 YEAR STAGGERED TERMS

QUALIFICATIONS FOR OFFICE AND VOTING ARE THE SAME

MAYOR'S ROLE AS A BOARD MEMBER IS THE SAME - has a vote in both

Other provisions such as finance and budget, personnel policies, ordinance adoption and meeting requirements are the same in both. The mechanics of town functions are the same.

TERM LIMITS WOULD GO AWAY - A SEPARATE REFERENDUM WOULD BE REQUIRED.

### **KEY DIFFERENCES**

IN A MAYOR ALDERMANIC CHARTER

CITIES OVER 5,000 MUST HAVE AT LEAST TWO WARDS - TWO ALDERMEN WOULD BE ELECTED IN EACH WARD. (ADDITIONAL DISTRICTS COULD BE CREATED.)

Mayor would be elected at large.

The Board "may" hire a Town Administrator - responsibilities can be assigned by ordinance.

In the absence of a Town Administrator, the Mayor serves as the Chief Executive over the day-to-day operations with supervision over

employees.

The Recorder and all Department Heads are appointed by the Board and can only be terminated by majority vote of the Board

The City Manager hires and fires all employees including Department Heads.

### **ROLE AND AUTHORITY OF THE MAYOR IN BOTH FORMS:**

Mayor presides over meetings, participates in all voting matters, and represents the city at public events.

Mayor serves as the primary spokesman. Represents the city at functions, interacts with other mayors, represents the city in matters before General Assembly, State offices, Governor and Federal officials.

Executes contracts and ordinances.

In the Mayor Alderman form the Mayor may make temporary appointments of Department Heads in case of an absence.

Has any other authority not assigned to Town Administrator.

Key Distinction: In the absence of a Town Administrator, the Mayor is the Chief Executive and is responsible for day-to-day operations.

### **ALDERMAN VERSUS COMMISSIONER**

In both structures, the role and authority is essentially the same.

A Vice-Mayor is elected by the Board.

Both establish town policies, provide vision and direction, establish priorities, establish annual goals and is responsible for the overall culture of the organization and vision for the future.

Adopts the annual budget which establishes the number of personnel positions, pay and benefits, and level of funding in all departments,

Method of voting is the same; adoption of ordinances and resolutions are the same.

MAJORITY VOTE OF THE BOARD CARRIES THE DAY.

### **DIFFERENCES BETWEEN A TOWN ADMINISTRATOR AND CITY MANAGER**

City Manager is over all city employees, including Department Heads.

Town Administrator is over all city employees except that Department Heads, and Recorder are appointed by the Board and can only be

terminated by majority vote of the Board.

Both are guided by and limited by policies established by the Board or Commission

**KEY POINT**

**MUNICIPAL BUDGET LAW OF 1982**

“All moneys received and expended by a municipality shall be included in a budget ordinance. Therefore, notwithstanding any other law, no municipality may expend any moneys regardless of their source, including moneys derived from bond and long-term note proceeds, federal, state or private grants or loans, or special assessments, except in accordance with a budget ordinance adopted under this section.”

Neither the City Manager nor the Town Administrator, or Mayor may expend funds except those properly allocated for the purpose of the expenditure in accordance with the annual budget adopted by majority vote of the Board.

The Board’s authority to approve the annual budget and to allocate funds for specific purposes is the ultimate authority over the affairs of the town.

In either form of government, the Board establishes policies by which the Town Administrator and City Manager must follow.

**PROCESS TO ADOPT MAYOR ALDERMANIC CHARTER**

33 ⅓ percent of registered voters petition to hold election.

A list of current registered voters must accompany the petition.

A description of the municipal boundaries must be included.

A cash bond equivalent to the cost of the election must be submitted with petition.

Election Commission has 20 days to certify the petition.

Election Commission must hold an election not less than 45 days nor more than 60 days after the petition is certified.

TCA 6-1-201

**SURRENDER OF CHARTER ADOPTION OF NEW CHARTER**

In order to adopt a new charter, the existing charter has to be surrendered.

State Law establishes process for surrendering a charter.

A petition of the voters and a local referendum election is required for the surrender of a charter in substantially the same manner and process as

the adoption of a new charter.

If the vote to surrender the existing charter fails, a new charter cannot be adopted. Even if the vote to adopt a new charter passes, it is null and void.

TCA 6-18-101

### **COST OF ELECTION**

This is the language from the Manager Commission Charter - the cost of calling and holding such an election shall be borne by those petitioning therefor if such election does not result in a surrender. Should such election result in a surrender, the cost of the election shall be borne by the city.

TCA 6 -18 -108

### **WORST CASE SCENARIO**

If the vote to surrender the Commission Charter passes, and the vote to approve the new charter fails, the city ceases to exist.

The County would be responsible for the liabilities and obligations of the city. The County has the authority to establish special assessment districts to collect funds to cover the debt and obligations of the city until all obligations are satisfied.

Following the defeat of an incorporation... no new petition for an election may be filed until after the expiration of four years.

### **IF MAJORITY VOTE TO ADOPT NEW CHARTER**

Election Commission certifies the vote to the Secretary of State.

Within 62 days of the Certification of Election - the Election Commission shall hold an Election to elect new Mayor and Aldermen.

The surrender of the old charter and the effective date of the new charter does not take effect until a new board has been elected. Existing Board continues in the interim.

All assets, obligations and liabilities become those of the new municipality.

### **TIMING: COORDINATION OF ELECTIONS**

The sequence of events required are provided for in State Law. But separate sections define how referendum votes are scheduled.

The submission of the initial petition begins the calendar for the process.

Within 20 days after receipt of the petition, the election commission must certify.

After petition is certified, the Referendum vote must be scheduled not less than 45 days nor more than 60 days. (also governed by TCA 2-3-204)

If the referendum passes, within 62 days the County Election Commission shall call an election to elect new officers. Existing officers continue to serve until the new officers are elected.

### **OTHER CONSIDERATIONS**

Ordinances should be reviewed to adjust to new terms.

Policies such as HR Policies, purchasing procedures and all internal operating procedures must be reviewed.

Any existing Commission delegations granting authority, or establishing thresholds would need to be reviewed.

All materials that reference board members or City Manager would need to be updated.

Websites, signage, letterhead should be "cleansed" to reflect the new terminology.

Zoning Code and Ordinances would need to be amended.

With no objections, Mayor Roman gave residents the opportunity to make comments and pose questions to James Lewellen after his presentation.

Bob Green, 900 block of Scofield Drive, made comments regarding County Clerk.

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

Resident Jim McCarter, 3000 block of Stone Crest Circle, made comments.

Resident Jeff Roman, 5000 block of Conifer View Lane, made comments.

Resident Mike Cunningham, 9000 block of Pleasant Ridge Road, made comments.

Mayor Roman asked a follow-up question of Mike Cunningham.

Resident Charles Carroll, 3000 block of Creekwood Lane, made comments and asked for a summation of James Lewellen's presentation.

Resident David Loveland, 4000 block of Pine Hill Cove South, made comments.

Mayor Roman asked a follow-up question to David Loveland.

Resident Rommen Denkov , 9000 block of Rue Bienville Cove, made comments.

Resident Gene Torrey, 3000 block of Sea Ray Lane, made comments.

Resident Tim Joyce, 5000 block of Evergreen Creek, made comments.

7. **Discussion and Possible Action** - regarding changing Lakeland's form of government.

Each member of the board took turns asking and engaging in discussion with James Lewellen regarding his presentation and changing Lakeland's form of government.

Commissioners' Report

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

Commissioner Atkinson offered this report.

b. Community Advisory Board - *Vice Mayor Dial*

Vice Mayor Dial offered this report.

c. Lakeland Board of Education - *Commissioner McCarter*

Commissioner McCarter offered this report.

Mayor's Report

a. Proclamation — establishing May 4 - 8, 2026, as Teacher Appreciation Week

Mayor Roman read from the Teacher Appreciation Week Proclamation.

b. Proclamation — establishing May 4, 2026, as Firefighter Appreciation Day

Mayor Roman read from the Firefighter Appreciation Proclamation.

c. Proclamation — establishing May 6 - 12, 2026, as National Nurses Week

Mayor Roman read from the National Nurses Week Proclamation.

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

1. **Discussion** - regarding residential and commercial sewer rates

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

City Manager Emily Harrell presented this item.

Discussion ensued.

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - March 19, 2026 Beer Board

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

Discussion ensued.

Commissioner McCarter advised of one correction to the March 19, 2026 Regular Meeting Minutes, Item II, Change Innovation to Invocation.

Mayor Roman made a motion to approve items I, March 19, 2026 Beer Board Regular Meeting Minutes, II, March 19, 2026 Board of Commissioners Regular Meeting Minutes and III, April 2, 2026 Board of Commissioners Regular Meeting Minutes together with the correction on item II of the March 19, 2026 Board of Commissioners Regular Meeting Minutes, Item II, Change Innovation to Invocation, with no objections and a voice vote, the items were moved to the floor as amended.

***When the question was called the meeting minutes passed as amended, roll call vote, 4 in favor, 0 against, 1 abstain (4-0-1).***

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

**Nay:** None

**Abstain:** Mayor Roman

2. **Approval of Previous Meeting Minutes** - March 19, 2026 Board of Commissioners  
For the record, Items I, II and III were approved together.
3. **Approval of Previous Meeting Minutes** - April 02, 2026 Board of Commissioners  
For the record, Items I, II and III were approved together.
4. **Ordinance Second and Final Reading** - amending Lakeland's Municipal Code regarding the square footage requirement for retail food stores. *Sponsored by Mayor Roman*

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

City Attorney Will Patterson presented this item.

Discussion ensued.

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

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

**Nay:** None

**Abstain:** None

5. **Resolution** - approving the Calendar Year 2026 Proclamations for the City of Lakeland, Tennessee. *Sponsored by Commissioner McCarter*  
Commissioner McCarter moved to bring this item to the floor, seconded by Mayor Roman.

Commissioner McCarter presented this item.

Discussion ensued.

Mayor Roman made a motion to amend the resolution to read, BE IT FURTHER RESOLVED that the City Manager may plan for events to observe the dates of appreciation as listed above, seconded by Commissioner Johnston. The item was moved to the floor.

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

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

**Nay:** None

**Abstain:** None

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

6. **Resolution** - authorizing the submittal of an application for the Safe Streets and Roads for All grant program through the U.S. Department of Transportation

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

City Manager Emily Harrell presented this item.

Discussion ensued.

Mayor Roman made comments.

Commissioner McCarter called for point of order.

Mayor Roman called Commissioner McCarter out of order.

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

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

**Nay:** None

**Abstain:** None

XII. ANNOUNCEMENTS:

None.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 8:50 on Thursday, April 16, 2026.

These minutes were approved on May 7, 2026.

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

ATTEST:

\_\_\_\_\_  
Rebecca Hume  
*City Recorder*

DRAFT



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Ordinance First Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.

Staff Contact: Nick Pulido, Public Works Director

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### STAFF RECOMMENDATION

### BUDGET IMPACT

### DISCUSSION

The City of Lakeland contracted with OHM Advisors to conduct a sewer rate study. Since the last rate study in 2023, the City has undertaken two large sewer interceptor projects and acquired infrastructure in Stonebridge from City of Memphis. The Sewer Fund is an enterprise fund whose revenues are solely funded from user rates and development fees. The new rate incorporates requirements set forth by the Tennessee Comptroller, including a minimum bill to cover fixed costs and a volumetric rate to cover variable costs.

ORDINANCE O-6-2026

AMENDING ORDINANCE O-7-2023 ESTABLISHING SEWER USER RATES AND SEWER CHARGE ADJUSTMENTS

**WHEREAS,** Tennessee Code Annotated, § 7-35-414 provides that municipalities have authority by ordinance to adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of sanitary sewer fees for services:

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the City of Lakeland, Tennessee, that Ordinance O-7-2023 is hereby amended and that the proposed Lakeland Sewer User Rates are adopted as follows:

**SECTION 1.** Residential Sewer User Rate  
Effective July 1, 2026  
Minimum Bill \$37.40 plus Volumetric Rate \$2.70/ccf

**SECTION 2.** Commercial Sewer User Rate  
Effective July 1, 2026  
Minimum Bill (based on meter size) plus Volumetric Rate \$2.70/ccf

<b>Commercial Rates (per Month)</b>				
<b>Meter Size (IN)</b>	<b>Maximum Flow Rate (GPM)</b>	<b>Multiplier</b>	<b>Minimum Bill (\$)</b>	<b>\$/ccf</b>
5/8 & 3/4	20	1	37.40	2.70
1	50	2.5	93.50	2.70
1 1/2	100	5	187.00	2.70
2	160	8	299.20	2.70
3	500	25	935.00	2.70
4	1,000	50	1,870.00	2.70
6	1,600	80	2,992.00	2.70
8	2,800	140	5,236.00	2.70
10	4,400	220	8,228.00	2.70

ORDINANCE O-6-2026

AMENDING ORDINANCE O-7-2023 ESTABLISHING SEWER USER RATES AND SEWER  
CHARGE ADJUSTMENTS

**SECTION 3.** Residential Sewer User Rate  
Effective July 1, 2027  
Minimum Bill \$48.62 plus Volumetric Rate \$3.52/ccf

**SECTION 4.** Commercial Sewer User Rate  
Effective July 1, 2027  
Minimum Bill (based on meter size) plus Volumetric Rate \$3.52/ccf

<b>Commercial Rates (per Month)</b>				
<b>Meter Size (IN)</b>	<b>Maximum Flow Rate (GPM)</b>	<b>Multiplier</b>	<b>Minimum Bill (\$)</b>	<b>\$/ccf</b>
5/8 & 3/4	20	1	48.62	3.52
1	50	2.5	121.55	3.52
1 1/2	100	5	243.10	3.52
2	160	8	388.96	3.52
3	500	25	1215.50	3.52
4	1,000	50	2,431.00	3.52
6	1,600	80	3,889.60	3.52
8	2,800	140	6,806.80	3.52
10	4,400	220	10,696.40	3.52

**SECTION 5.** Residential Sewer User Rate  
Effective July 1, 2028  
Minimum Bill \$63.21 plus Volumetric Rate \$4.57/ccf

**SECTION 6.** Commercial Sewer User Rate  
Effective July 1, 2026  
Minimum Bill (based on meter size) plus Volumetric Rate \$4.57/ccf

<b>Commercial Rates (per Month)</b>				
<b>Meter Size (IN)</b>	<b>Maximum Flow Rate (GPM)</b>	<b>Multiplier</b>	<b>Minimum Bill (\$)</b>	<b>\$/ccf</b>
5/8 & 3/4	20	1	63.21	4.57
1	50	2.5	158.03	4.57
1 1/2	100	5	316.05	4.57

ORDINANCE O-6-2026

AMENDING ORDINANCE O-7-2023 ESTABLISHING SEWER USER RATES AND SEWER CHARGE ADJUSTMENTS

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2	160	8	505.68	4.57
3	500	25	1580.25	4.57
4	1,000	50	3,160.50	4.57
6	1,600	80	5,056.80	4.57
8	2,800	140	8,849.40	4.57
10	4,400	220	13,906.20	4.57

**SECTION 7.** All sewer user rates shall have an automatic annual cost of living adjustment (COLA) based on the US Bureau of Labor and Statistics Consumer Price Index for the South Region.

**SECTION 8.** The City of Lakeland will make adjustments to customer sewer bills where said adjustment is necessary to correct billing errors, to correct errors due to equipment failure, or to fairly apply the rates and rules of the City. Where a customer experiences extraordinary water consumption during a billing period due to a break in customer owned plumbing, equipment malfunction, etc. and said water did not enter the sanitary sewer system, the City may adjust the sanitary sewer charge to an amount that is typical of customer's normal usage. A written request shall be submitted to the City within 60 days of the incident. The request shall state the account number, name of the account holder, service address, contact information, and reason for the adjustment. Supporting documentation shall accompany the request documenting the repair (i.e. receipt) and utility bills covering the previous 12-month period. The adjustment will cover no more than two (2) consecutive months. One (1) financial adjustment will be allowed every one (1) year. Adjustments will not be considered for normal outdoor water usage (i.e. irrigation, car washing, pressure washing, swimming pools, etc.).

**SECTION 9.** All ordinances in conflict with the provisions of this ordinance are hereby repealed. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

**SECTION 10.** This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: May 7, 2026  
Public Hearing: May 21, 2026  
Final Reading: May 21, 2026

ORDINANCE O-6-2026

AMENDING ORDINANCE O-7-2023 ESTABLISHING SEWER USER RATES AND SEWER  
CHARGE ADJUSTMENTS

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ATTEST:

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Josh Roman  
*Mayor*

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Rebecca Hume  
*City Recorder*



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Ordinance First Reading** - amending Lakeland's Code of Ethics regarding the acceptance of gratuities.

Staff Contact:

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**STAFF RECOMMENDATION**

**BUDGET IMPACT**

**DISCUSSION**

**ORDINANCE NO. 07-26**  
**AN ORDINANCE AMENDING LAKELAND'S CODE OF ETHICS REGARDING THE**  
**ACCEPTANCE OF GRATUITIES**

**WHEREAS,** The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to amend Lakeland's Municipal Code with respect to the acceptance of gratuities by repealing Section 1-605, as adopted by **Ordinance No. 06-26**, and replacing it with the language provided herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS FOR THE CITY OF LAKELAND, TENNESSEE, AS FOLLOWS:**

**Section 1:** Section 1-605 under Title 1, Chapter 6 of the Lakeland Municipal Code shall be repealed and replaced with the following:

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

Section  
1-605. Acceptance of Gratuities, etc.

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

A. An employee, commissioner, official, or voluntary board member may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the city:

1. For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
2. That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing business of the city.

B. No employee, commissioner, official, or voluntary board member shall solicit or accept, directly or indirectly, on behalf of himself or any member of their household, any gift, including but not limited to any gratuity, service, favor, food, entertainment, lodging, transportation, loan, loan guarantee or any other thing of monetary value from any person or entity that:

1. Has or is seeking to obtain contractual or other business or financial relations with the city;
2. Conducts operations or activities that are regulated by the city; or
3. Has interests that may be substantially affected by the performance or nonperformance of the commissioner's official duties.

C. Exceptions. The prohibition of accepting gifts does not apply to:

1. A gift given by a member of the employee, commissioner, official, or voluntary board member's immediate family, or by an individual if the gift is given for a non-business purpose and is motivated by a close personal friendship.
2. Informational materials, such as books, periodicals, audio or video, or sample merchandise helpful as a part of the commissioner's duties in determining the appropriateness of the product for use as a part of city business.
3. Unsolicited tokens or awards of appreciation, honorary degrees or bona fide awards in recognition of public service, provided that any such item cannot be readily converted to cash.
4. Food, refreshments, foodstuffs, entertainment or beverages provided as a part of a meal or other event in which the employee, commissioner, official, or voluntary board member is

**ORDINANCE NO. 07-26**  
**AN ORDINANCE AMENDING LAKELAND'S CODE OF ETHICS REGARDING THE**  
**ACCEPTANCE OF GRATUITIES**

- attending or is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization.
5. Loans from established financial institutions made in the ordinary course of business on usual and customary terms.
  6. Voluntary, legally disclosed political campaign contributions given in accordance with applicable federal and state statutes to an individual covered by the provisions of this section who has announced his or her intention to seek elected office.
  7. Sample merchandise, promotional items, and appreciation tokens, provided such merchandise, items, and tokens are routinely given to customers, suppliers, or potential customers.
  8. Supplies in the ordinary course of business.
- D. Any gift or item of value worth more than seventy-five dollars (\$75.00) that is received pursuant to Part C, subparagraphs 2, 3, 4, 7, and 8 above shall be reported to City administration and recorded no less than annually in the official minutes of the Board of Commissioners.

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

**Section 3:** This Ordinance shall take immediately after its official passage, but no earlier than fifteen (15) days after its first reading, the public welfare requiring it.

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

**First Reading:** \_\_\_\_\_

**Public Hearing:** \_\_\_\_\_

**Final Reading:** \_\_\_\_\_

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

ATTEST: \_\_\_\_\_, *City Recorder*

Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - authorizing the City Manager to execute a multi-year agreement with Vertosoft for OpenGov Enterprise Resource Planning System.

Staff Contact: Josh Thompson, ITS Director

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### **STAFF RECOMMENDATION**

City staff recommends the Board of Commissioners approve Resolution R-54-2026.

### **BUDGET IMPACT**

This expenditure is allocated in the approved Fiscal Year 2026 annual budget for the General Fund and the proposed Fiscal Year 2027 budget for the General Fund.

### **DISCUSSION**

Enterprise Resource Planning (ERP) systems are crucial to daily operations and long-term financial planning for municipal organizations. Currently, the City utilizes a system designed primarily for the education sector and does not meet organizational needs. The OpenGov solution being proposed is built specifically for financial management for government agencies and includes a suite of tools to support finance, accounting, capital planning, budget, procurement, and performance functions. These tools will improve operational efficiency, compliance, and reporting.

The OpenGov ERP solution will improve the security posture of the city by replacing the current legacy system and eliminate the need for integrated third-party tools within the finance ecosystem. A new ERP system will remove current manual processes from daily workflows while reducing the need for additional applications to support finance-related activities.

If this item is approved, implementation would begin in June 2026 and is estimated to take approximately eight months to complete. City staff would utilize our current system for daily operations during the implementation period. This process and expense has been considered and appropriated in the proposed Fiscal Year 2027 budget.

RESOLUTION R-54-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT  
WITH VERTOSOFT FOR OPENGOV ENTERPRISE RESOURCE PLANNING  
SYSTEM

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**WHEREAS,** The City of Lakeland desires to enter into an agreement with Vertosoft for OpenGov Enterprise Resource Planning System; and

**WHEREAS,** the City of Lakeland believes that OpenGov offers the most efficient and consolidated approach to financial and employee management solutions; and

**WHEREAS,** if approved the City of Lakeland intends to begin implementing OpenGov in June 2026;

**WHEREAS,** funding has been appropriated in the approved Fiscal Year 2026 budget and the proposed Fiscal Year 2027 budget:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Lakeland, Tennessee, that the City Manager is authorized to enter into an agreement with Vertosoft for OpenGov Enterprise Resource Planning System with a five cumulative cost of Five Hundred Forty-Eight Thousand Three Hundred Twenty-One Dollars and Seventy Cents (\$548,321.70).

**APPROVED AND ADOPTED** by the Board of Commissioners of Lakeland, Tennessee, this 7th day of May 2026, the public welfare requiring it.

ATTEST:

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Josh Roman, *Mayor*

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Rebecca Hume  
*City Recorder*

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and Vertosoft hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Owner seeks Enterprise Resource Planning Services; and,

WHEREAS, the Consultant represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Consultant to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Consultant shall provide services as outlined in the OpenGov Statement of Work Document Number PS-11544.1 dated 4/7/2026.

2. TIME OF PERFORMANCE:

The contract shall be effective from the date of this contract through June 30, 2031. The services of the Consultant shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the OpenGov Statement of Work and Sourcewell Contract 060624-VTO.

Fiscal Year	Description of Services	Total Annual Cost
2026	Financial Management & Budgeting with implementation (Pro-rated)	\$18,519.00
2027	Financial Management & Budgeting with implementation	\$200,024.88
2028	Financial Management & Budgeting Licensure	\$79,464.51
2029	Financial Management & Budgeting Licensure	\$83,437.77
2030	Financial Management & Budgeting Licensure	\$83,437.77
2031	Financial Management & Budgeting Licensure	\$83,437.77

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Consultant. Consultant shall submit an invoice for payment from the Consultant specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Consultant.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Contract as of the date below.

DATED THIS            day of May 2026.

APPROVED AS TO FORM:

\_\_\_\_\_

CONSULTANT:  
Vertosoft  
1602 Village Market Blvd SE Suite 320  
Leesburg, VA 20175

ATTEST:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

CITY OF LAKELAND, TENNESSEE  
A Municipal Corporation

\_\_\_\_\_  
Rebecca Hume  
City Recorder

\_\_\_\_\_  
Emily Harrell, PE  
City Manager

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland.

All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Project, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request

or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.



# Statement of Work

City of Lakeland, TN

Creation Date: 4/7/2026  
SoW Expiration Date: 7/7/2026  
Document Number: PS-11544.1  
Created by: A.C. Long

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# OpenGov Statement of Work

## 1. Project Scope and Understanding

This Statement of Work (“SOW”) outlines the Professional Services OpenGov will provide to City of Lakeland, TN (“Customer”) under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

## 2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Financial Management
  - 2.1.2. Budgeting & Performance
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Financial Management
  - 2.2.2. Budgeting & Performance

## 3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The “Project Plan” is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The “Project Charter” is a high-level document outlining the project’s purpose, goals, key stakeholders, success criteria, and major milestones.

## 4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions (“Customer’s Project Manager”). This person will coordinate internal resources, assign subject matter experts (“SMEs”), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

## 5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to three (3) onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, ~~non-public Wi-Fi~~ and AV equipment. Travel expenses are estimated not to exceed \$14,400.00. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

The City will provide access to "Guest" wi-fi or OpenGov can provide its own private internet connection.

## 6. Estimated Schedule

The estimated duration of this work is eight (8) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

## 7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. ~~If Customer does not respond within this period, the deliverable will be deemed accepted.~~ Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may

impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

#### **8. Modifications**

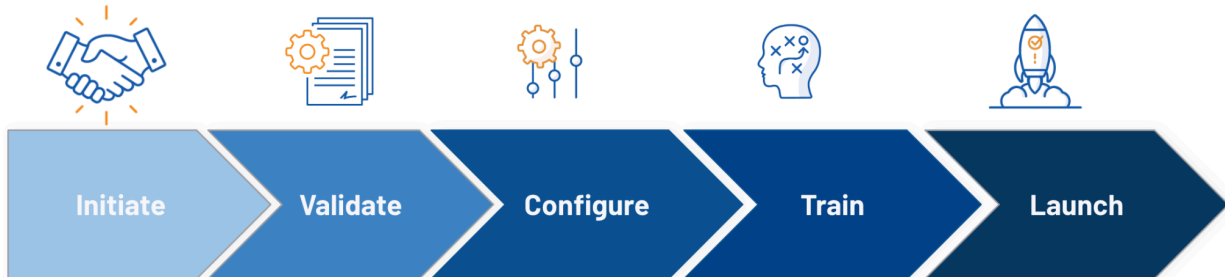
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

#### **9. Communication and Escalation Procedure**

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

# Exhibit 1: Implementation Activities

## OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. **Initiate** – OpenGov provisions access and performs initial system setup.
2. **Validate** – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. **Configure** – OpenGov completes system configuration as outlined in this SOW.
4. **Train** – OpenGov provides training to system administrators and/or end users, as applicable.
5. **Launch** – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

# Financial Management

Use Cases Build for Financials Solutions

- General Ledger
- Accounts Payable
- Requisitions
- Cash Receipts
- Bank Reconciliation
- Accounts Receivable
- Purchase Cards
- Fixed Assets

## Initiate

### Provision Financials Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Validation Workshops

OpenGov will:

- Conduct workshops to validate deliverables for the following:
  - Chart of Accounts
  - General Ledger
  - Accounts Payable
  - Requisitions
  - Accounts Receivable
  - Cash Receipts
  - Purchase Cards
  - Fixed Assets

- Bank Reconciliation

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

## Chart of Accounts

OpenGov will:

- Build Customer's Chart of Accounts in OpenGov in accordance with OpenGov technical requirements.
- Build the Chart of Accounts in Excel format.
- Provide working sessions for Chart of Accounts.
- Review the Chart of Accounts with the customer.
- Gather sign off from the Customer on the Chart of Accounts in Excel.
- Load the Chart of Accounts into OpenGov.
- Gather sign off from the Customer on the uploaded Chart of Accounts in OpenGov.

Customer will:

- Provide current Chart of Accounts and transactional data in CSV or Excel format.
- Attend all Chart of Accounts working sessions.
- Review and complete Chart of Account mappings.
- Validate and provide sign off on the Chart of Accounts in excel.
- Validate and provide sign off on the Chart of Accounts once it is uploaded to OpenGov.
- Maintain the Chart of Accounts in OpenGov following signoff.

OpenGov assumptions:

- Customer's Chart of Accounts must comply with the OpenGov software. Once the Chart of Accounts is agreed upon, signed-off, and loaded, Customer retains ownership to future changes, updates, or addition of new codes.
- OpenGov will load the signed off Chart of Accounts into the Financials Product one (1) time.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been imported.

## **Configure**

### Integrations

OpenGov will:

- Set up an import for the Customer's Payroll Provider file to OpenGov for the purposes of creating Journal Entries.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Work with Customer's Payroll Provider to ensure the .csv or excel file export contains the data needed for import to OpenGov.
- Validate that the integrations are operating as expected.

OpenGov assumptions:

- There will not be any customizations to the integrations and/or any export/import functionality.
- The customer will provide a .csv or excel export file from Customer's Payroll Provider with all of the relevant fields needed to import a Journal Entry. If the file from Customer's Payroll Provider is not in a usable format, this Journal Entry will be a manual import and Customer will own transformations of the file.

#### Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

## General Ledger

#### OpenGov will:

- Configure General Ledger settings.
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Provide all current imported Journal Entries.
- Provide account access details.
- Validate data.
- Validate reports.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

#### OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that the General Ledger has been configured.

## Accounts Payable

#### OpenGov will:

- Configure Accounts Payable settings.
- Configure Consolidated Cash
- Import Vendors
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Provide a bank account listing
- Provide a Vendor listing

- Define user access levels and approval workflows
- Provide examples of recent invoices
- Provide a voided check copy
- Provide MICR, ACH, and positive pay specifications from bank name
- Test checks, ACH file, and positive pay file with bank name for accuracy
- Validate data
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Payable has been configured.

## Requisitions

OpenGov will:

- Configure Requisition settings.
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide Requisition Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Provide examples of recent Purchase Orders.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

## Cash Receipts

OpenGov will:

- Configure Cash Receipts settings.
- Provide working sessions covering:
  - Configuration Review

- Process Walkthrough(s)
- User Acceptance Testing support.

Customer will:

- Provide Receipt Categories and Receipt Groups.
- Provide Tender Types.
- Provide examples of current receipts.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Cash Receipts have been configured.

## Accounts Receivable

OpenGov will:

- Configure Accounts Receivable settings.
- Import Customers
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide a list of customers
- Provide AR accounts with Balances
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Receivable has been configured.

## Fixed Assets

OpenGov will:

- Configure Fixed Assets settings.
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)

- User Acceptance Testing support

Customer will:

- Provide Fixed Assets data as of end of prior FY (or last audited date) in csv or excel format
- Populate the Fixed Assets upload template
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Fixed Assets has been configured.

## Purchase Cards

OpenGov will:

- Configure Purchase Cards settings.
- Provide working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Complete Categories and Cardholders template.
- Provide Pcard output report from Customer Bank.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- Customer to provide Bank Name within 2 weeks of contract signing data.
- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Purchase Cards have been configured.

## Reporting and Transparency NextGen Reporting

OpenGov will:

- Configure "Standard Datasets" in Reporting and Transparency following the go-live of the General Ledger and Accounts Payable modules.
- Set up (1) view per standard dataset.
- Configure the following OpenGov Standard Reports:
  - Budget vs. Actuals

- Includes Views for up to three (3) Funds and up to three (3) Departments.
  - Monthly Statement of Revenues & Expenditures
    - Includes Views for up to three (3) Funds and up to three (3) Departments.
  - Balance Sheet
    - Includes Views for up to three (3) Funds.

Customer will:

- Set up additional views beyond those listed above.
- Review, Test, and Sign off on configuration.

OpenGov Assumptions:

- OpenGov will configure the reports to account for all funds, departments, and other segments.
- The Customer is responsible for making any desired adjustments to the reports.

Completion Criteria

- Customer sign-off that the Reports have been configured.

## Reporting Consulting and Support

OpenGov will:

- Provide up to fifteen (15) hours of reporting support prior to project completion. These hours can be used toward OpenGov creating additional reports for the customer, or training and support on report creation.

Customer will:

- Attend all working sessions.
- Provide example(s) of reports that are needed.

OpenGov Assumptions:

- OpenGov may deliver the report in a different format or a combination of reports.

Completion Criteria

- Reporting Consulting and Support has been provided.

## Train

### Administrator Training

OpenGov will:

- Provide Financials system administrator training to enable system administrators on the following topics:
  - Maintaining the Chart of Accounts
  - Creating and posting Journal Entries
  - Running reports and navigating inquiries
  - Importing and exporting data from financials

- Maintaining Vendor records
- Maintaining Customer records
- Requisition workflow
- Invoice Approval workflow
- Paying invoices
- Creating Cash Receipt deposits
- Adding invoices to Customer accounts
- Processing Bank Reconciliation for one (1) banks
- Creating and maintaining Fixed Asset records
- Processing depreciation
- Purchase Card transactions
- OpenGov's import tools for the purposes of bringing in data from 3rd party systems.
- Provide Reporting & Transparency Administrator training, to enable system administrators on the following topics:
  - Download and upload data to Reporting & Transparency
  - How to create reports and dashboards
  - Standard Datasets

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes and Complete User Acceptance Testing according to the project plan.

Completion Criteria

- Administrator Training has been provided.

## End User Training

OpenGov will:

- Provide Financials system end user training to enable system administrators on the following topics:
  - Running reports and navigating inquiries
  - Requisition workflow
  - Invoice Approval workflow

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been provided.

## **Launch**

### OpenGov Financials Data Migration

OpenGov will:

- Using a copy of the Customer's legacy system database provided by the customer, extract up to five (5) years of General Ledger and AP Invoice history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data into the OpenGov Financials Product:
  - General Ledger
    - Up to four (4) years historical Journal Entry detail
    - Current YTD Journal Entry detail
  - Accounts Payable
    - Up to four (4) years historical AP Invoice detail
    - Current YTD AP Invoice detail
    - Vendors
  - Fixed Assets

Customer will:

- Provide OpenGov copies of the Customer's legacy system database as needed.
- Be responsible for their data and populate data templates provided by OpenGov where OpenGov is not able to transform data.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
  - One (1) mock cutover
  - One (1) go live cutover
- Customer's Trial Balance is in balance by Fund at the start of the implementation.
- Customer's subsidiary ledgers are reconciled to the general ledger.
- In the event that the customer cannot provide database access or extract unfiltered data to delimited file(s), the Customer is responsible for providing transformed and ready-to-load data in the OpenGov provided data templates. This means that the customer will assume responsibility for any data mapping and required transformations.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

## Bank Reconciliation

OpenGov will:

- Configure Bank Reconciliation settings.
- Provide working sessions covering:

- Configuration Review
- Process Walkthrough(s)
- User Acceptance Testing support

OpenGov assumptions:

- OpenGov assumes the customer is current on Bank Reconciliations by the Financials project go live date. If bank reconciliations are not current, the change order process will be followed.

Customer will:

- Provide a .pdf version of the Bank Statement used to complete their last reconciliation.
- Provide a bank reconciliation report in excel format showing the last balanced reconciliation.
- Provide a list of outstanding checks in .csv or excel format.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.
- Complete bank reconciliation in OpenGov within 30 days following go-live.

Completion Criteria

- Customer sign-off that Bank Reconciliation has been configured.

## HyperAdopt

OpenGov will:

- Provide up to forty (40) hours over four (4) weeks of support from the OpenGov project team after go-live.
- Assist the customer with up to (1) live check run.
- Assist the customer with up to one (1) bank reconciliation within 30 days following go-live.

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that the project has been completed.

# Budgeting & Performance

Use Cases Build for Budgeting & Performance:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting

## Initiate

### Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

## Configure

### Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:

- o Manage new codes
- o Edit COA
- o Create Masks
- Build the finalized OpenGov Financial Management COA.

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

## Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure OpenGov Budget Proposals and Worksheets for Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - o Create new Proposals and Worksheets
  - o Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

## Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure proposals and worksheets for Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - o Create new Proposals and Worksheets
  - o Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

## Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
  - Create Cost Elements
  - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

## Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
  - Annual
  - Budget to Actuals
  - Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
  - Milestones
  - Development
  - Fund Balance Projections
  - Categories\*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
  - Development
  - Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
  - Export Budget Data for use in OpenGov Reports.
  - Create new Reports
  - Manage Reports
  - Share Reports

\*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

## Budget Book Publication

OpenGov will:

- Deliver the following Online Budget Book deliverables for use with the completion of the first OpenGov Budget development.
  - Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
    - Home Page
    - Generic (multi-use)
    - Operating
    - Department
    - Capital
    - Capital Project
  - Using the above standard templates, create up to 100 total Project and/or Department page shells.
  - Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
  - Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration

Customer will:

- Provide logo and branding colors to OpenGov.
- Create any additional OBB Reports, Report Views, and OBB Stories required by the Customer
- Add all content to Stories including:
  - Narrative
  - OpenGov Report Views
  - Images
  - Data not in OpenGov
- Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

## Train

### Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
  - Review configurations;
  - Provide training on system functionality;
  - Gain feedback; and
  - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:

- Understand configurations;
- Gain training on system functionality;
- Give feedback; and
- Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

## Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
  - Create and manage Budgets
  - Prepare to set up Next Year's Budget
  - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
  - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

## Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
  - Use and copy OBB Templates
  - Add Reports Views to Stories
  - Add Customer content including: narrative, images, and external data to Stories
  - Publish Stories
  - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

## End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
  - Navigate Opengov Budgets and Reports
  - How to enter Budget data
  - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

# **Launch**

## HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

# Exhibit 2: Technical Requirements

## Financials Hardware and Technical Requirements

### Computers, tablets or other user devices

- Access to the internet; Google Chrome is the recommended browser for optimal performance.

### Printer

- MICR ink compatible

### Check Stock

- blank, 8 1/2" x 11", check at the bottom

### Cash Drawers

- MMF Cash Drawer - Value Line or MMP Cash Drawer - Advantage

### Receipt Printer

- Model options: Ithaca 9000 - Thermal Printer, Epson T20III - Thermal, Thermal/inkjet, Epson TM-H6000IV

### Thermal Paper

- Compatible with receipt printer

### Scanner (Optional)

- Twain driver scanner

### Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

### Vendor Listing

- Flat file
- .csv, .xls, .xlsx with headers

### Customer Listing

- Flat file
- .csv, .xls, .xlsx with headers

### Trial Balance

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

### Current Budget

- Flat file
- .csv, .xls, .xlsx with headers

#### Unpaid Invoice Report

- Flat file
- .csv, .xls, .xlsx with headers

#### Calendar YTD 1099 totals by vendor and tax payment type

- Flat file
- .csv, .xls, .xlsx with headers

#### Fixed Assets Data

- Flat file
- .csv, .xls, .xlsx with headers

#### Bank Statement

- .pdf

#### Bank Reconciliation Report

- Flat file
- .csv, .xls, .xlsx with headers

#### Outstanding Checks and Deposits List

- Flat file
- .csv, .xls, .xlsx with headers

#### AR Customer Balance by Service Code

- Flat file
- .csv, .xls, .xlsx with headers

## Budgeting & Performance Technical Requirements

#### Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

#### Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

#### Financial Data Files (Summary Revenue and Expense Export)

- PDF export

#### Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

#### Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

#### Logo Image

- .jpg or .png format
- Transparent

#### Branding Guidelines

- Hex codes

Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution-** approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phase IX-B & X-B.

Staff Contact: Emily Harrell, City Manager / City Engineer

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-63-2026.

**BUDGET IMPACT**

The development fees associated with this contract total \$214,868.36, of which \$84,668.36 are General Fund revenues and \$130,200.00 are Sewer Fund revenues.

**DISCUSSION**

Lakeland Meadows Planned Development is located on Old Brownsville Road near Seed Tick Road. The Outline Plan and Preliminary Development Plan were approved by the Board of Commissioners in October 2018. An amendment to the Outline Plan was approved by the Board of Commissioners in February 2023.

Phase IX-B and X-B consist of 42 single family residential lots on approximately 29.65 acres north of Old Brownsville Road. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of \$243,171.18 will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-63-2026

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK  
DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT  
PHASE IX-B & X-B SUBDIVISION

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- WHEREAS,** Developer is the owner of record of a tract of land zoned AG with PD Overlay which contains approximately 76.72 acres, also identified by Parcel ID # L0140 00337 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 42-lot subdivision to be known as Lakeland Meadows Planned Development Phase IX-B & X-B ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and Board of Commissioners ("BOC"), have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the BOC, said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the

RESOLUTION R-63-2026

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK  
DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT  
PHASE IX-B & X-B SUBDIVISION

---

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the Pro Tempore City Recorder to attest, a residential planned development contract with Valleybrook Development, LLC for Lakeland Meadows Phase IX-B & X-B Planned Development.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
*Mayor*

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Rebecca Hume  
*City Recorder*

**RESIDENTIAL SUBDIVISION  
DEVELOPMENT CONTRACT**

**INTRODUCTION**

**THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT** (“Contract”) is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, **2026**, by and between **VALLEYBROOK DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

**W I T N E S S E T H:**

**WHEREAS**, Developer is the owner of record of a tract<sup>1</sup> of land zoned AG-Agricultural which contains approximately 76.72 acres, also identified by Parcel ID # L0140 00337 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **42-lot** subdivision to be known as **Lakeland Meadows Planned Development Phase IX-B & X-B** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

## **GENERAL PROVISIONS**

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan and Preliminary Development Plan dated September 12, 2018, approved by the Municipal Planning Commission on September 20, 2018 and Board of Commissioners on October 4, 2018 and Amended Outline Plan approved by the Municipal Planning Commission on January 19, 2023 and Board of Commissioners on February 9, 2023, as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

- (f) The requirements of the Tennessee Department of Environment and Conservation.

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

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

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

## **OWNERSHIP**

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

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

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

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

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

## SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Forty-Three Thousand One Hundred Seventy-One Dollars and Eighteen Cents (\$243,171.18)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

## INSURANCE

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

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

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

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

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

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

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

- (6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;
- (7) Premises and Operations;
- (8) Independent Contractors;
- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

## **TIME SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## WARRANTY

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

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

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

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

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

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

## **REQUIRED IMPROVEMENT AND RELATED FEES**

### **WATER**

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

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

## **SANITARY SEWER**

20. Developer shall pay to the City, the sum of **One Hundred Thirty Thousand Two Hundred Dollars (\$130,200.00)**, which reflects the sewer development fee as required by Ordinance 08-119.

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

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

## **STREETS**

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

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

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

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

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

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

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

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

## **SIDEWALKS**

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

## **STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.**

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

## **EROSION, SEDIMENT AND DEBRIS**

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

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

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

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

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

#### **DRAINAGE DESIGN AND RESPONSIBILITY**

36. Developer shall pay to the City, the sum of **Twenty-One Thousand Dollars (\$21,000.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

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

Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

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

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

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

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

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

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

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

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

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

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

## **ADMINISTRATIVE FEES**

### **Engineering Review Fee**

47. Developer agrees to pay to the City the sum of **Twelve Thousand Six Hundred Dollars (\$12,600.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

### **Construction Inspection Fee**

48. Developer agrees to pay to the City the sum of **Thirteen Thousand One Hundred Dollars (\$13,100.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

### **Administrative Review Fee**

49. Developer agrees to pay to the City the sum of **Four Thousand Three Hundred Dollars (\$4,300.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

### **Geographical Information System (GIS) Fee**

50. Developer agrees to pay to the City the sum of **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

**Natural Resources Inventory/Analysis Fee (per acre)**

51. Developer agrees to pay to the City the sum of **Nine Hundred Forty-One Dollars and Twenty-Five Cents (\$941.25)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

**Parkland Improvement Fee (per lot)**

52. Developer agrees to pay to the City the sum of **Four Thousand Two Hundred Dollars (\$4,200.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

**Tree Removal Fee (per acre)**

53. Developer agrees to pay to the City the sum of **Two Thousand Nine Hundred Sixty-Five Dollars (\$2,965.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

**Warning Siren Fee**

54. Developer agrees to pay to the City the sum of **Two Thousand One Hundred Dollars (\$2,100.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

**Parkland Review Fee (per acre)**

55. Developer agrees to pay to the City the sum of **Nine Hundred Ninety-Three Dollars (\$993.00)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

**MISCELLANEOUS CONDITIONS**

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

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

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

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

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

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

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

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty Thousand Two Hundred Nineteen Dollars and Eleven Cents (\$20,219.11)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

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

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

- (ii) DEVELOPER  
**VALLEYBROOK DEVELOPMENTS, LLC**  
**ATTN: LOUIS RICCI**  
**8620 TRINITY ROAD SUITE 202**  
**CORDOVA, TN 38018**  
Telephone: **(901) 870-0900**

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

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

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

(1)	Sewer Development Fee	\$130,200.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$21,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$12,600.00
(8)	Construction Inspection Fee	\$13,100.00
(9)	Administrative Review Fee	\$4,300.00
(10)	Geographical Information Systems Fee	\$2,250.00
(11)	Natural Resources Inventory & Analysis Fee	\$941.25
(12)	Parkland Improvement Fee	\$4,200.00
(13)	Tree Removal Fee	\$2,965.00
(14)	Warning Siren Fee	\$2,100.00
(15)	Parkland Dedication Fee	\$20,219.11
(16)	Parkland Review Fee	\$993.00
	<b>Total</b>	<b>\$214,868.36</b>

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

**DEVELOPER:**  
**VALLEYBROOK DEVELOPMENT, LLC**

\_\_\_\_\_

**CITY OF LAKELAND:**

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

DATE APPROVED BY BOARD OF COMMISSIONERS: \_\_\_\_\_

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

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

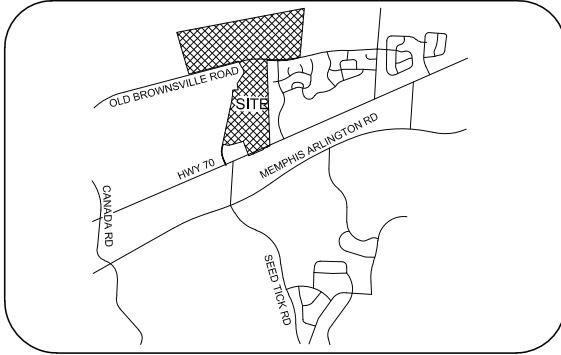
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

Subdivision Development Fees Worksheet					
Lakeland Meadows IX-B & X-B				42	29.65 Acres
	Per Lot Fee				
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$130,200.00		
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A		
Sewer Connection Fee (per connection)			N/A		
Drainage Control Fee w/basin (per lot)	\$500.00		\$21,000.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A		
Engineering Review Fee (per lot)	\$300.00		\$12,600.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$13,100.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$4,300.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$941.25		
Street Light Fee	100% of Cost		N/A		
Road Cut Fees	\$35.00		N/A		
Warning Siren (per lot)	\$50.00		\$2,100.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$2,965.00		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$2,250.00		
Parkland Improvement Fee (per lot)	\$100.00		\$4,200.00		
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$993.00		
		<b>Total =</b>	<b>\$194,649.25</b>		
	Acres/Lot =	0.70595238			
Park Land Formula (D=LxAxPxM)					
L=Number of Lots (D.U.)		L =	42		
A=Avg. Family Size - use 2.94		A =	2.94		
P=Parkland Ratio use 0.010 (10 acres per 1000)		P =	0.010		
M=Density Multiplier from Table 2 of Sub. Regs		M =	1.12		
D=Dedication in acres		D =	1.382976	Acres	
Land Appraisal Value (per acre)		\$14,620.00		Payment in lieu of	
Total Dollar Value Required in Lieu of Dedication			=	\$20,219.11	
Total Amount Due				\$214,868.36	

VICINITY MAP n.t.s.



CONSTRUCTION DRAWINGS

Lakeland Meadows Planned Development  
PHASE IX-B & X-B

LAKELAND, TENNESSEE

SCHEDULE OF DRAWINGS

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LANDSCAPE PLAN (BY OTHERS)	16
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VALLEYBROOK DEVELOPMENT, LLC.  
8620 TRINITY ROAD, SUITE 202  
CORDOVA, TN 38018  
(901) 870-0900  
OWNER/DEVELOPER

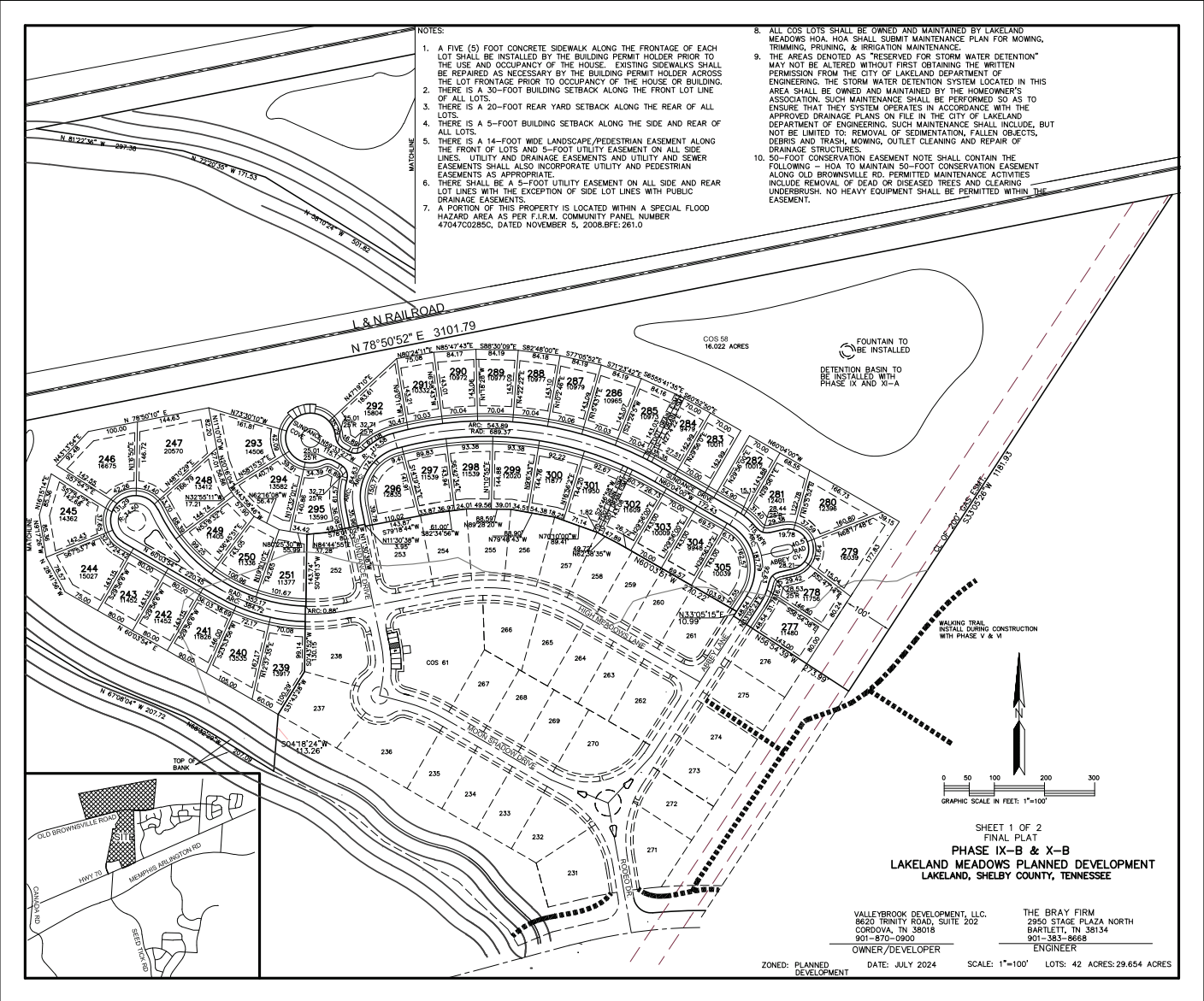
GENERAL NOTES

THE BRAY FIRM  
2950 STAGE PLAZA NORTH  
BARTLETT, TN 38134  
(901) 383-8668  
ENGINEER

CONSTRUCTION NOTES:

1. PROPERTY LINES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. GRADING, CLEARING AND THE ERECTION OR REMOVAL OF FENCES ALONG PROPERTY LINES SHALL BE FULLY COORDINATED WITH ADJACENT PROPERTY OWNERS.
2. THE CONTRACTOR SHALL VERIFY ANY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.
3. THE CONTRACTOR SHALL NOT ENTER UPON, WORK UPON NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT PRIOR PERMISSION FROM SAID PROPERTY OWNER.
4. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANY TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY EXISTING UTILITIES ENCOUNTERED WITHIN THE CONSTRUCTION PERIMETERS.
5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.
6. TYPICAL SIDE SLOPES TO BE 1 FOOT VERTICAL TO 4 FEET HORIZONTAL.
7. ALL AREAS IN CUT OR FILL WHERE VEGETATION HAS BEEN REMOVED SHALL BE SEED, MULCHED, FERTILIZED, AND/OR SODED AS REQUIRED TO PREVENT EROSION.
8. 24 HOURS PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKELAND.
9. ALL CONSTRUCTION MATERIALS & PROCEDURES SHALL MEET STANDARD CITY OF LAKELAND SPECIFICATIONS.
10. ALL FILL AND/OR TRENCH BACKFILL SHALL BE COMPACTED (IN 6 INCH LIFTS) TO 90% STANDARD PROCTOR WITHIN 2% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698-78 LATEST REVISION (STANDARD PROCTOR).
11. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES WHERE NECESSARY TO PREVENT DOWNSTREAM EROSION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY EROSION CONTROL METHODS AS PER THE CITY OF LAKELAND, SHELBY COUNTY, AND STATE OF TENNESSEE REGULATIONS.
13. ENGINEERS CERTIFICATED THIS PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE CITY OF LAKELAND SUBDIVISION REGULATIONS AND SPECIFICATIONS.
14. LOT GRADING AND DRAINAGE  
FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE FINISH GRADE MUST BEGIN AT LEAST 10 INCHES BELOW THE TOP OF THE FOUNDATION WALL OR THE GRADE OF THE CONCRETE SLAB AND FURNISHES THE MINIMUM GRADE AWAY FROM THE FOUNDATION WALL SHALL BE AT LEAST 5 PERCENT IN ALL DIRECTIONS. THE DRIVEWAY SHALL BE SLOPED DOWN AT 2 PERCENT FOR AT LEAST 8 FEET FROM THE STRUCTURE.
15. THE CITY OF LAKELAND SHALL HAVE INGRESS/EGRESS RIGHT TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.





CERTIFICATE ENGINEER

I, DAVID DEAN BRAY, A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE DESIGN OF PUBLIC AND PRIVATE IMPROVEMENTS PROVIDED FOR IN THE PRELIMINARY PLAT / CONSTRUCTION PLANS / FINAL PLAT (WHICHEVER IS APPLICABLE) ARE IN ACCORDANCE WITH ACCEPTABLE ENGINEERING PRACTICES, THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, CITY OF LAKELAND MANUAL FOR PUBLIC WORKS MATERIALS SPECIFICATIONS, AND ALL CITY OF LAKELAND ORDINANCES, AND ALL APPLICABLE PROVISIONS.

IN WITNESS WHEREOF, I, THE SAID DAVID DEAN BRAY, A PROFESSIONAL CIVIL ENGINEER, HERETO SET OUT HAND AND AFFIX MY SEAL THIS 19TH DAY OF JULY, 2024.

PROFESSIONAL CIVIL ENGINEER STATE OF TENNESSEE CERTIFICATE NO. 11049 OF TENNESSEE 9.2024



CERTIFICATE OF SURVEYOR:

I, TIMOTHY A. SULLIVAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTH OF FEBRUARY 2023, AND THAT THIS PLAT OR SITE PLAN CORRECTLY REPRESENTS SAID SURVEY. ALL BEARINGS ARE REFERENCED TO THE 1983 TENNESSEE STATE PLANE COORDINATE SYSTEM; ALL NEW PROPERTY CORNERS ARE MARKED IN ACCORDANCE WITH LAKELAND SUBDIVISION STANDARDS; THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AND ALL SPECIAL FLOOD HAZARD AREAS ARE PROPERLY LOCATED AS PER THE LATEST FLOOD INSURANCE RATE MAP. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS. ALL BEARINGS, DISTANCES, AND FIELD INFORMATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

IN WITNESS WHEREOF, I, THE SAID, LAND SURVEYOR, HERETO SET OUT HAND AND AFFIX MY SEAL THIS 19TH DAY OF MAY, 2023.

LAND SURVEYOR STATE OF TENNESSEE CERTIFICATE NO. 36897 OF TENNESSEE 12.2023



CERTIFICATE OF OWNER(S) AND DEDICATION:

THE UNDERSIGNED, HERE BY CERTIFY THAT HE IS THE CHIEF MANAGER OF VALLEYBROOK DEVELOPMENT, LLC, AND THAT THE PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS, PROPRIETORS, DO HEREBY DEDICATE TO THE CITY OF LAKELAND AND ALL PUBLIC IMPROVEMENTS, EASEMENTS, OR LANDS HEREIN SPECIFICALLY IDENTIFIED FOR DEDICATION, FOR THE PURPOSES OF OPERATION, CONSTRUCTION AND MAINTENANCE OF THESE IMPROVEMENTS, AS NEEDED FOR THE PROPER DEVELOPMENT AND MAINTENANCE OF SAID SUBDIVISION.

VALLEYBROOK DEVELOPMENT, LLC. DATE

STATE OF TENNESSEE COUNTY OF SHELBY

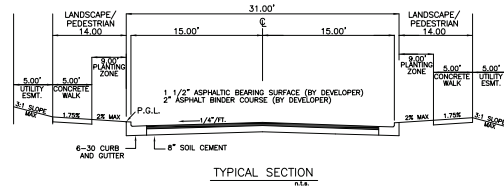
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGES HIMSELF TO BE CHIEF MANAGER OF VALLEYBROOK DEVELOPMENT, LLC, AND HE AS SUCH OWNER, EXECUTED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

WITNESS MY HAND AND NOTARIAL SEAL, THIS DAY OF 2024.

MY COMMISSION EXPIRES NOTARY PUBLIC

EACH LOT OWNER SHALL BE RESPONSIBLE FOR INITIAL PLANTING AND MAINTAINING THE STREET TREES SHOWN ON THE APPROVED LANDSCAPE PLAN FOR THIS DEVELOPMENT. SEE LANDSCAPE PLAN FOR SPACING AND SIZING REQUIREMENTS.

Table with 2 columns: LOT and REQUIRED TREES. Lists lot numbers 229-305 and their respective tree requirements (e.g., WILLOW OAK - 1, ALLEE LACEBARK ELM - 2).



CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL - SUBDIVISION

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

MPC SECRETARY DATE

CERTIFICATE OF CITY ENGINEER

THE FINAL PLAT IS REVIEWED AND DEEMED COMPLIANT WITH THE LAND DEVELOPMENT REGULATIONS, SUBJECT TO ANY WAIVERS, MODIFICATIONS, OR VARIANCES THEREOF GRANTED BY THE CITY OF LAKELAND.

CITY ENGINEER DATE

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

SHEET 2 OF 2 FINAL PLAT PHASE IX-A & X-A LAKELAND MEADOWS PLANNED DEVELOPMENT LAKELAND, SHELBY COUNTY, TENNESSEE

VALLEYBROOK DEVELOPMENT, LLC. 8620 TRINITY ROAD, SUITE 202 CORDOVA, TN 38018 901-870-0900 OWNER/DEVELOPER

THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 901-383-8668 ENGINEER

ZONED: PLANNED DEVELOPMENT DATE: JULY 2024 SCALE: 1"=100' LOTS: 33 ACRES: 15.302 ACRES

**CONSTRUCTION NOTES:**

1. PROPERTY LINES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. GRADING, CLEARING AND THE ERECTION OR REMOVAL OF FENCES ALONG PROPERTY LINES SHALL BE FULLY COORDINATED WITH ADJACENT PROPERTY OWNERS.
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5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.
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8. 24 HOURS PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKELAND.
9. ALL CONSTRUCTION MATERIALS & PROCEDURES SHALL MEET STANDARD CITY OF LAKELAND SPECIFICATIONS.
10. ALL FILL AND/OR TRENCH BACKFILL SHALL BE COMPACTED (IN 6 INCH LIFTS) TO 95% STANDARD PROCTOR WITHIN 3% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698-78 LATEST REVISION (STANDARD PROCTOR).
11. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
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13. ENGINEERS CERTIFICATE: THIS PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE CITY OF LAKELAND SUBDIVISION REGULATIONS AND SPECIFICATIONS.
14. LOT GRADING AND DRAINAGE:  
FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE FINISH GRADE MUST BEGIN AT LEAST 10 INCHES BELOW THE TOP OF THE FOUNDATION WALL OR THE GRADE OF THE CONCRETE SLAB AND FOUNDATION. THE MINIMUM GRADE AWAY FROM THE FOUNDATION WALL SHALL BE AT LEAST 5 PERCENT IN ALL DIRECTIONS. THE DRIVEWAY SHALL BE SLOPED DOWN AT 2 PERCENT FOR AT LEAST 8 FEET FROM THE STRUCTURE.
15. THE CITY OF LAKELAND SHALL HAVE INGRESS/EGRESS RIGHT TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.

**SEWER NOTES**

1. CONTRACTOR SHALL ENSURE UNINTERRUPTED SEWER SERVICE ON EXISTING SEWER AND SERVICE CONNECTIONS BY PROVIDING AMPLE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING.
2. ALL SEWER MANHOLE LIDS IN OPEN AREAS ARE TO BE CONSTRUCTED 15' ABOVE PROPOSED GRADE. IN BACKYARDS, MANHOLE LIDS ARE TO BE 2'0" ABOVE THE INITIAL GRADE, 0.5' ABOVE FINAL GRADE, OR A MINIMUM 15" ABOVE THE 100 YEAR FLOOD ELEVATION (ALT. SEALED COVER & VENT STACK).
3. SANITARY SEWER, INCLUDING SERVICE CONNECTION, WHICH HAS LESS THAN 15' CLEARANCE (OUTSIDE OF PIPES) WITH DRAINAGE OR IN FILL AREAS SHALL BE CLASS 50 DIP OR CONCRETE ENCASED, 10' BOTH SIDES OF CROSSING. ALL DUCTILE IRON PIPE SHALL BE POLYETHYLENE LINED OR SHALL BE TREATED WITH PROTECTO 401 OR APPROVED EQUIVALENT.
4. SERVICE CONNECTIONS SHALL BE FIELD LOCATED, AND CONTRACTOR SHALL ASSURE THAT ALL EXISTING SERVICE CONNECTIONS EXTENDING TO RIGHT-OF-WAY SHALL BE RECONNECTED TO NEW SEWER LINES.
5. ALL SEWER MANHOLES SHALL BE 4 FEET IN DIAMETER UNLESS OTHERWISE NOTED.
6. ALL SANITARY SEWER TO BE CONSTRUCTED AS PER CITY OF LAKELAND STANDARD CONSTRUCTION SPECIFICATIONS. ALL SANITARY SEWER SERVICE CONNECTIONS TO BE INSTALLED AS PER CITY OF LAKELAND DETAIL.
7. ALL 6 INCH AND 8 INCH SANITARY SEWER PIPE SHALL BE SDR-26 PVC UNLESS OTHERWISE NOTED.
8. THE CITY OF LAKELAND SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.
9. NO LARGE TREES, SHRUBS, PERMANENT STRUCTURES OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN THE SANITARY SEWER EASEMENT.
10. DAMAGED OR BROKEN CURB SHALL BE REPAIRED CONSISTENT WITH THE CITY OF LAKELAND POLICY PRIOR TO RELEASE, ACCEPTANCE, OR BOND REDUCTION.
11. ALL FILL AND/OR TRENCH BACKFILL AREAS SHALL BE COMPACTED IN 6" LIFTS TO 95% STANDARD PROCTOR WITHIN 3% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698-78 LATEST REVISION (STANDARD PROCTOR).
12. ECH OR IMPRESS INTO FACE OF CURB AN "S" AT THE SEWER SERVICE LOCATION.

NOTE: THE TOP OF SANITARY SEWER MANHOLES LOCATED WITHIN THE STREET R.O.W. SHALL CONFORM TO THE FINAL GRADE OF THE STREET.

**EROSION CONTROL NOTES**

1. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL PRIOR TO COMMENCEMENT OF EARTH MOVING OPERATIONS.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES MUST BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
3. CHECK ALL EROSION AND SEDIMENT CONTROL MEASURES WEEKLY AND AFTER EACH RAINFALL. DAILY CHECKING IS REQUIRED DURING PROLONGED RAINFALL. MAINTAIN A PERMANENT LOG OF CHECKS AND MAINTENANCE MEASURES.
4. KEEP CONSTRUCTION DEBRIS FROM ENTERING STORM SEWERS.
5. PROMPTLY BACKFILL AND STABILIZE TRENCHES AND/OR PITS.
6. DESIGNATE A SPECIFIC INDIVIDUAL TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AND TO KEEP THE PERMANENT LOG.
7. EROSION CONTROLS ARE NOT LIMITED TO THE SPECIFIED PRACTICES; HOWEVER, ALTERNATIVE MEASURES MUST BE AT LEAST AS EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION.
8. RE-VEGETATION OF EXPOSED GROUND SHOULD BEGIN AS SOON AS CONSTRUCTION PERMITS.
9. INSTALL STAKED AND ENTRENCHED SILT FENCE WITH WIRE BACKING ALONG THE BASE OF ALL BACKFILLS AND CUTS, ON THE DOWNHILL SIDE OF STOCKPILED SOIL, AND ALONG DITCH BANKS IN CLEARED AREAS TO PREVENT EROSION INTO DITCHES, DO NOT PLACE SILT FENCE IN FLOWING DITCH.

100 YEAR FEMA FLOOD:  
A PORTION OF THIS PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD AS PER F.E.M.A. FIRM MAP. PANEL NUMBER 47047C0283C, DATED NOV. 5, 2008. REF: 2610.

REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED

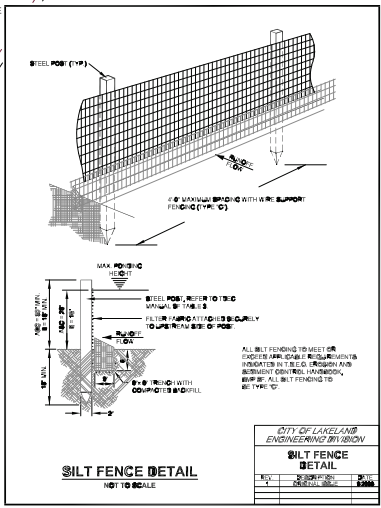
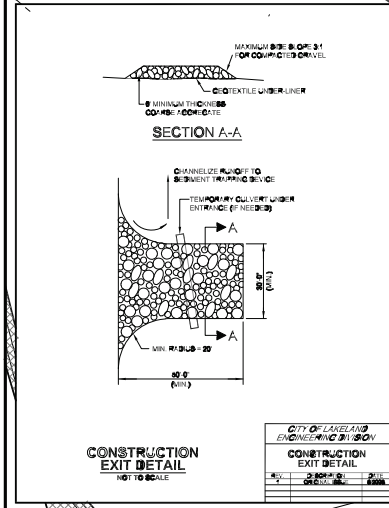
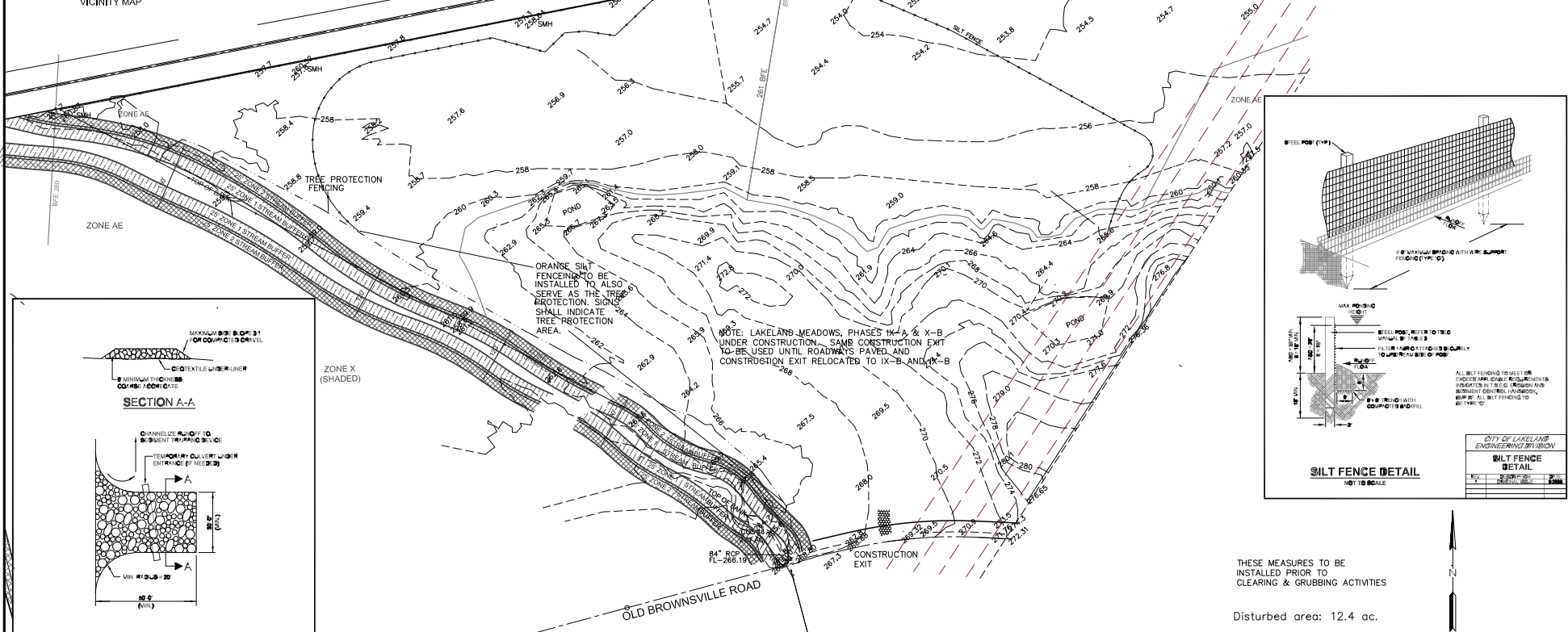
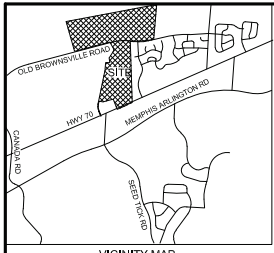


PHASE IX - B & X - B  
VALLEYBROOK PLANNED DEVELOPMENT  
DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
ENGINEER: THE BRAY FIRM

DEPARTMENT OF ENGINEERING  
**CONSTRUCTION NOTES**  
LAKELAND, TENNESSEE

SURVEY TRF: \_\_\_\_\_ DATE: 3-2023 BOOK: \_\_\_\_\_  
DESIGN TRF: \_\_\_\_\_ DATE: 7-2024 SCALE: NONE  
REVIEWED: \_\_\_\_\_

TOWN ENGINEER DATE: \_\_\_\_\_ SHEET 5 OF 19



Construction sequencing shall proceed as follows:

- Work on phases IX and X will not begin until after the proposed pond in phases V and VI has been completed and stabilized. At that time the disturbed area of Phases V and VI will be limited to 14 acres for the utility installation, road improvements, and house construction.
- Site Clearing (after phase one measures installed)
- Earthmoving activities (phase two)
- Sewer installation (phase two)
- Storm Drainage Installation (phase two)
- Curb and gutter installation (phase two)
- Water, gas and electric installation (phase two)
- Street Paving (phase two)
- Lot stabilization (phase two)
- House construction (final site stabilization)
- Final Lot Stabilization - sod. (final site stabilization)

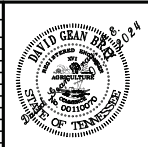
BRANDON H. MASSEY  
BRITTANY S. MASSEY  
INST. NO. 20106387

SEED TICK LLC  
INST. NO. 19076503

**EROSION CONTROL LEGEND**

- SILT FENCE
- INLET SEDIMENT BARRIER
- CONSTRUCTION EXIT

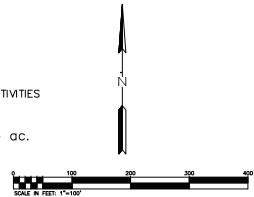
REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED



**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
ENGINEER: THE BRAY FIRM

THESE MEASURES TO BE  
INSTALLED PRIOR TO  
CLEARING & GRUBBING ACTIVITIES

Disturbed area: 12.4 ac.



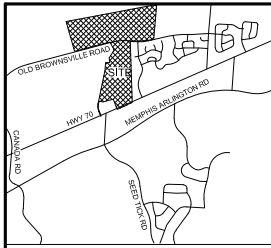
DEPARTMENT OF ENGINEERING

**EROSION CONTROL PLAN - PH. 1**

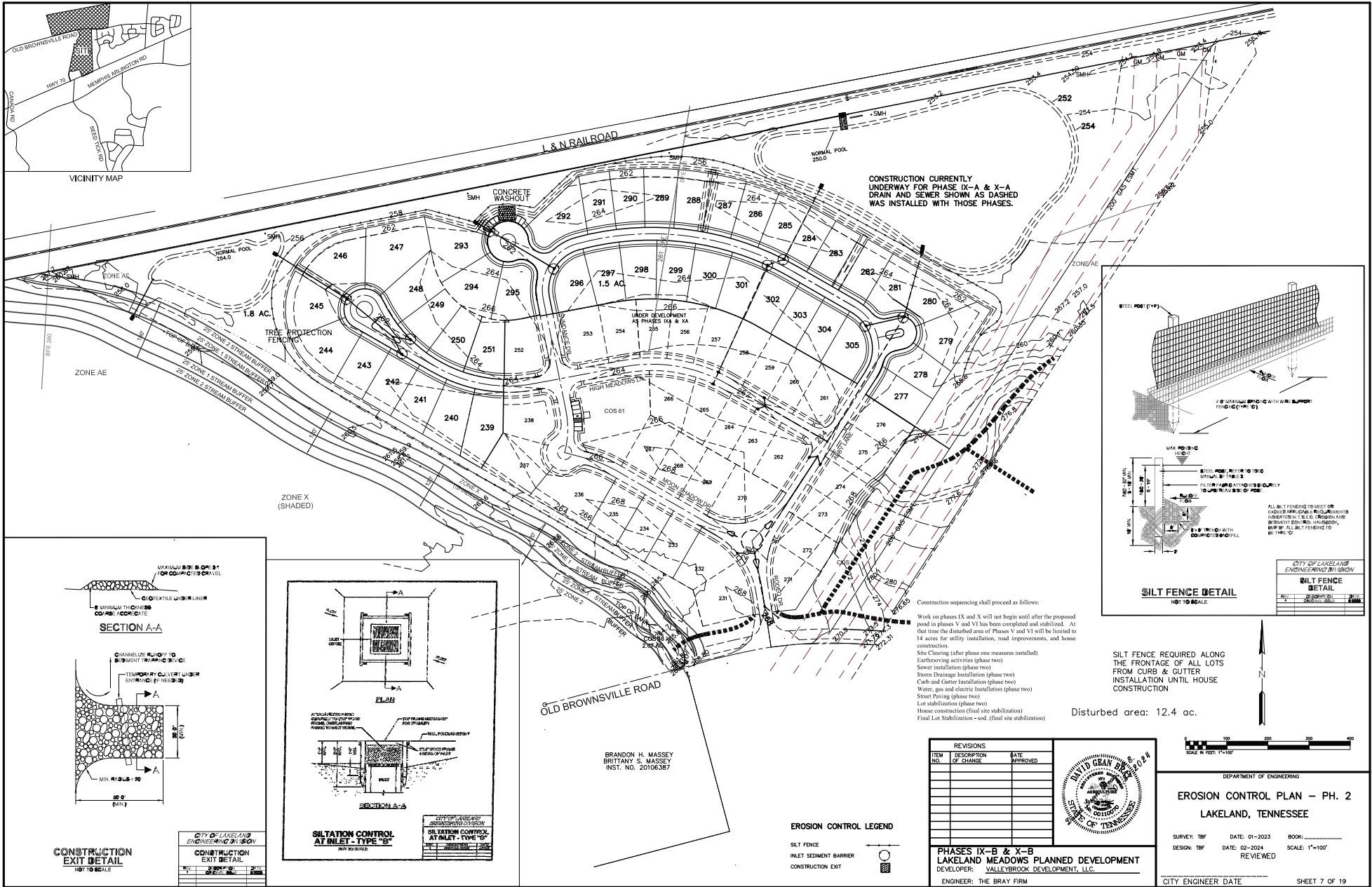
LAKELAND, TENNESSEE

SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 07-2024 SCALE: 1"=100'  
REVIEWED

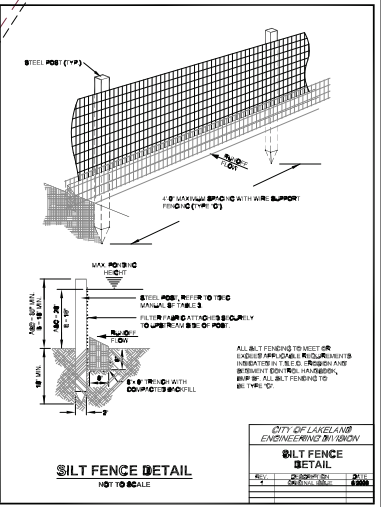
CITY ENGINEER DATE SHEET 6 OF 19



VICINITY MAP



CONSTRUCTION CURRENTLY UNDERWAY FOR PHASE IX-A & X-A DRAIN AND SEWER SHOWN AS DASHED WAS INSTALLED WITH THOSE PHASES.

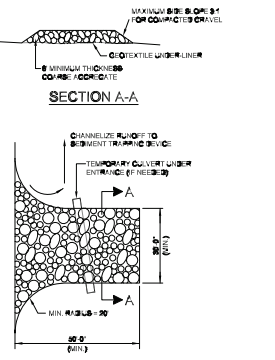
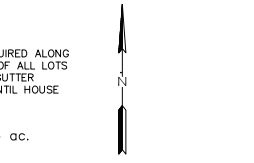


Construction sequencing shall proceed as follows:

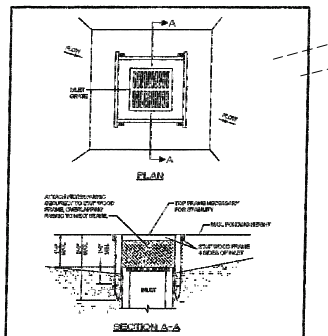
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- Water, gas and electric installation (phase two)
- Street Paving (phase two)
- Lot stabilization (phase two)
- House construction (final site stabilization)
- Final Lot Stabilization - sod (final site stabilization)

SILT FENCE REQUIRED ALONG THE FRONTAGE OF ALL LOTS FROM CURB & GUTTER INSTALLATION UNTIL HOUSE CONSTRUCTION

Disturbed area: 12.4 ac.



CONSTRUCTION EXIT DETAIL  
NOT TO SCALE



SILTATION CONTROL AT INLET - TYPE 'B'

**EROSION CONTROL LEGEND**

- SILT FENCE
- INLET SEDIMENT BARRIER
- CONSTRUCTION EXIT

REVISIONS			
ITEM NO.	DESCRIPTION OF CHANGE	DATE	APPROVED



**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
ENGINEER: THE BRAY FIRM

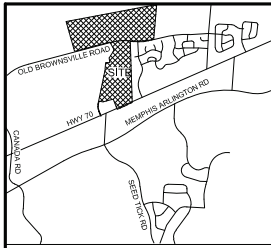
DEPARTMENT OF ENGINEERING

**EROSION CONTROL PLAN - PH. 2**  
**LAKELAND, TENNESSEE**

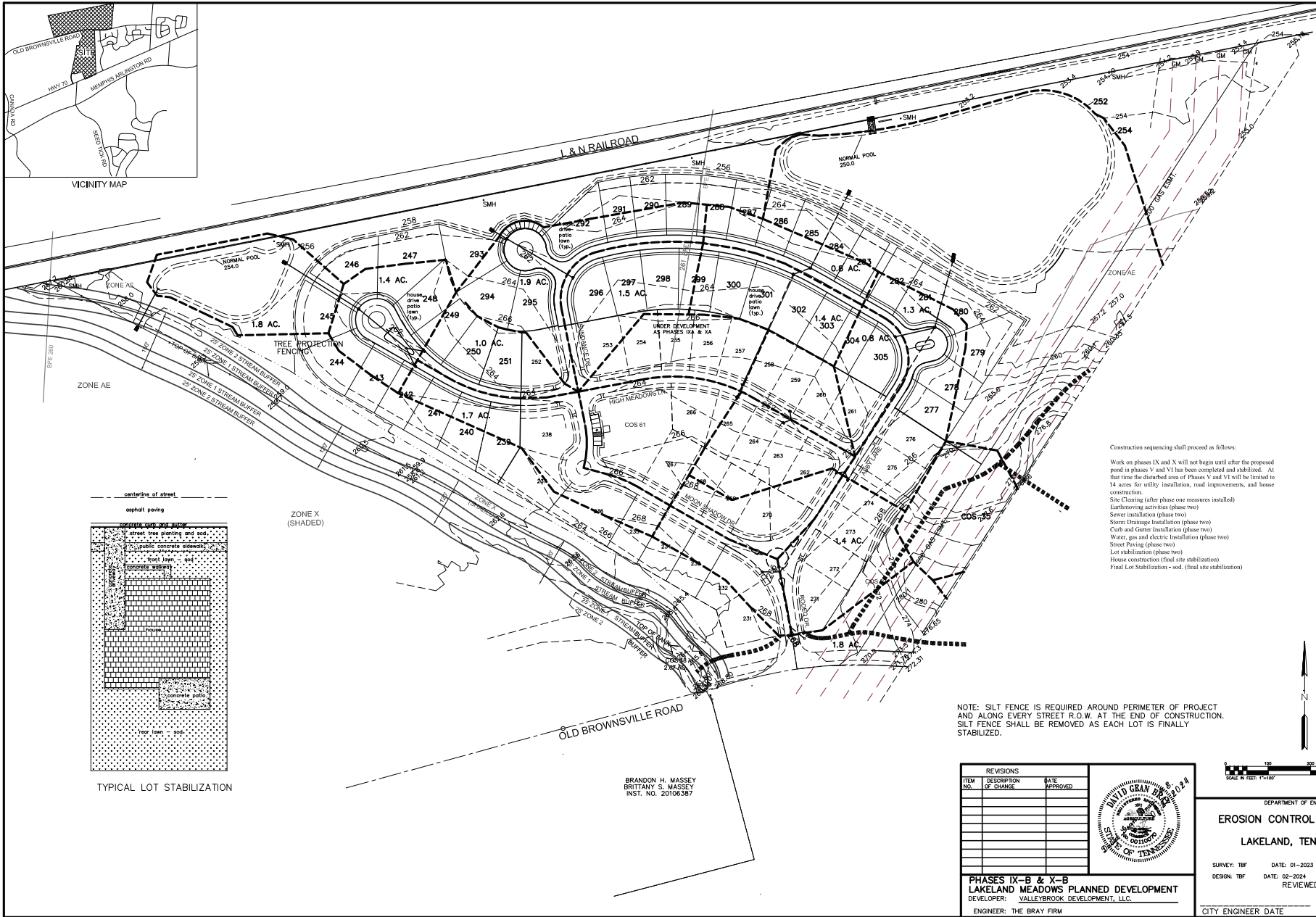
SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 02-2024 SCALE: 1"=100'  
REVIEWED: \_\_\_\_\_

CITY ENGINEER DATE SHEET 7 OF 19

BRANDON H. MASSEY  
BRITTANY S. MASSEY  
INST. NO. 20106387

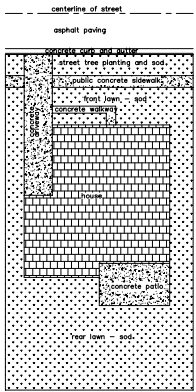


VICINITY MAP



Construction sequencing shall proceed as follows:  
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 Site Cleaning (after phase one measures installed)  
 Earthmoving activities (phase two)  
 Sewer installation (phase two)  
 Storm Drainage facilities (phase two)  
 Curb and Gutter Installation (phase two)  
 Water, gas and electric installation (phase two)  
 Street Paving (phase two)  
 Lot stabilization (phase two)  
 House construction (final site stabilization)  
 Final Lot Stabilization - sod. (final site stabilization)

NOTE: SILT FENCE IS REQUIRED AROUND PERIMETER OF PROJECT AND ALONG EVERY STREET R.O.W. AT THE END OF CONSTRUCTION. SILT FENCE SHALL BE REMOVED AS EACH LOT IS FINALLY STABILIZED.



TYPICAL LOT STABILIZATION

BRANDON H. MASSEY  
 BRITTANY S. MASSEY  
 INST. NO. 20106387

REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED



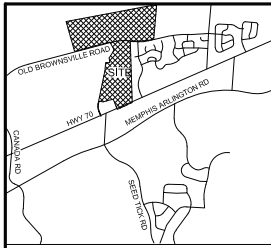
DEPARTMENT OF ENGINEERING  
**EROSION CONTROL PLAN - PH. 3**  
 LAKELAND, TENNESSEE

SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
 DESIGN: TBF DATE: 02-2024 SCALE: 1"=100'  
 REVIEWED: \_\_\_\_\_

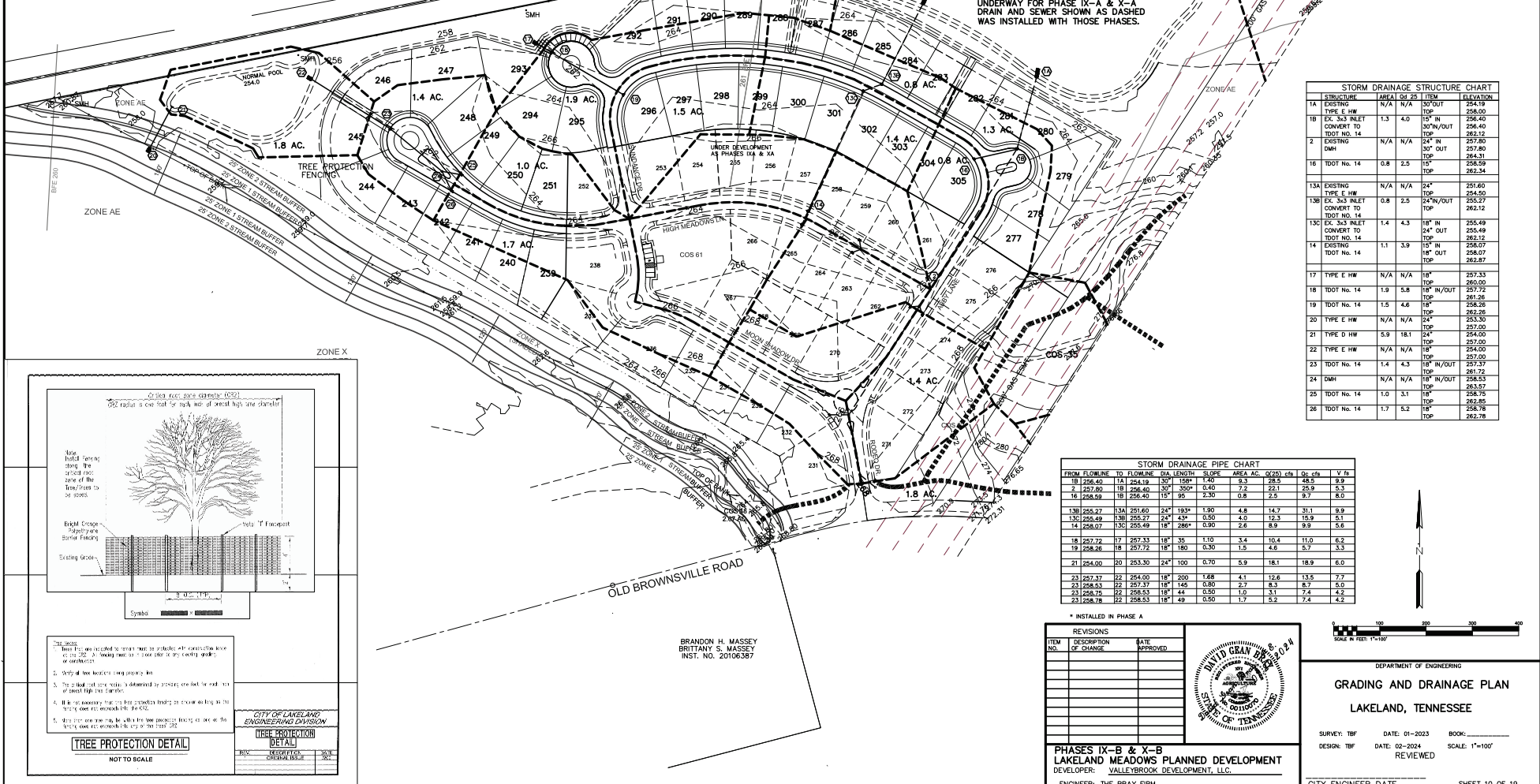
**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
 DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
 ENGINEER: THE GRAY FIRM

CITY ENGINEER DATE SHEET 8 OF 19





VICINITY MAP



**STORM DRAINAGE STRUCTURE CHART**

STRUCTURE	INLET	OUTLET	TYPE	ELEVATION
1A	EXISTING	N/A	N/A	254.19
	TYPE E HW	30" OUT		256.00
1B	EX. 36" INLET	1.3	4.0	256.40
	CONVERT TO	30" IN	30" OUT	256.40
	TDOT NO. 14			262.12
2	EXISTING	N/A	N/A	257.80
	DWH	24" IN	30" OUT	264.31
	TOP			258.59
16	TDOT No. 14	0.8	2.5	258.59
	TOP			262.24
13A	EXISTING	N/A	N/A	251.60
	TYPE E HW	24" TOP		254.50
13B	EX. 36" INLET	0.8	2.5	255.27
	CONVERT TO	24" IN/OUT	TOP	262.12
13C	EX. 36" INLET	1.4	4.3	255.49
	CONVERT TO	24" OUT	TOP	255.49
	TDOT NO. 14			262.12
14	EXISTING	1.1	3.9	258.07
	TDOT No. 14			258.07
	TOP			262.87
17	TYPE E HW	N/A	N/A	257.33
	TOP			260.00
18	TDOT No. 14	1.9	5.8	257.72
	TOP			261.26
19	TDOT No. 14	1.5	4.6	258.26
	TOP			261.26
20	TYPE E HW	N/A	N/A	253.30
	TOP			257.00
21	TYPE D HW	5.9	18.1	254.00
	TOP			257.00
22	TYPE E HW	N/A	N/A	257.00
	TOP			257.00
23	TDOT No. 14	1.4	4.3	257.37
	TOP			261.72
24	DWH	N/A	N/A	258.53
	TOP			263.57
25	TDOT No. 14	1.0	3.1	258.75
	TOP			263.85
26	TDOT No. 14	1.7	5.2	258.78
	TOP			262.78

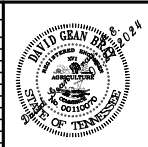
**STORM DRAINAGE PIPE CHART**

FROM	FLOWLINE	TO	FLOWLINE	DIAMETER	LENGTH	SLOPE	AREA AC.	Q(20) cfs	Dc	Vc	V ft
1B	256.40	1A	254.19	30"	158'	1.40	9.3	28.5	48.5	9.9	
2	257.80	1B	256.40	30"	300'	0.40	7.2	22.1	25.9	5.3	
16	258.59	1B	256.40	15"	95'	2.30	0.8	2.5	9.7	8.0	
13B	255.27	13A	251.60	24"	193'	1.90	4.8	14.7	31.1	9.9	
13C	255.49	13B	255.27	24"	43'	0.50	4.0	12.3	10.9	5.1	
14	258.07	13C	255.49	18"	286'	0.30	2.6	8.9	9.7	5.6	
18	257.72	17	257.33	18"	35'	1.10	3.4	10.4	11.0	6.2	
19	258.26	18	257.72	18"	180'	0.30	1.5	4.6	5.7	3.3	
21	254.00	20	253.30	24"	100'	0.70	5.9	18.1	18.9	6.0	
23	257.37	22	254.00	18"	200'	1.68	4.1	12.6	13.5	7.7	
23	258.53	22	257.37	18"	145'	0.80	2.7	8.3	8.7	5.0	
23	258.75	22	258.53	18"	44'	0.50	1.0	3.1	7.4	4.2	
23	258.78	22	258.53	18"	49'	0.50	1.7	5.2	7.4	4.2	

\* INSTALLED IN PHASE A

**REVISIONS**

ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED

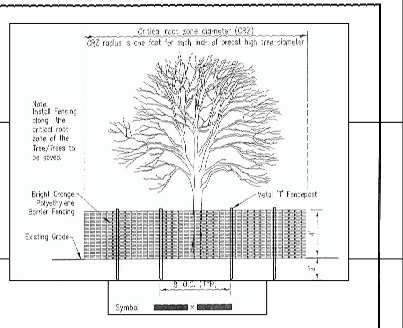


**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
 DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
 ENGINEER: THE GRAY FIRM

DEPARTMENT OF ENGINEERING  
**GRADING AND DRAINAGE PLAN**  
 LAKELAND, TENNESSEE

SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
 DESIGN: TBF DATE: 02-2024 SCALE: 1"=100'  
 REVIEWED: \_\_\_\_\_

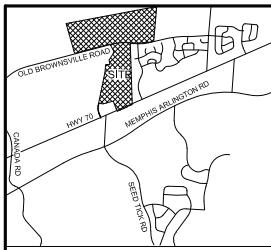
CITY ENGINEER DATE \_\_\_\_\_ SHEET 10 OF 19



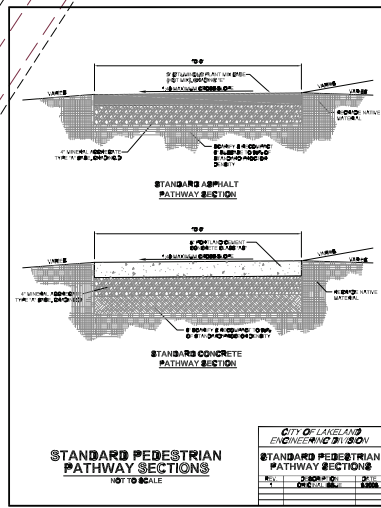
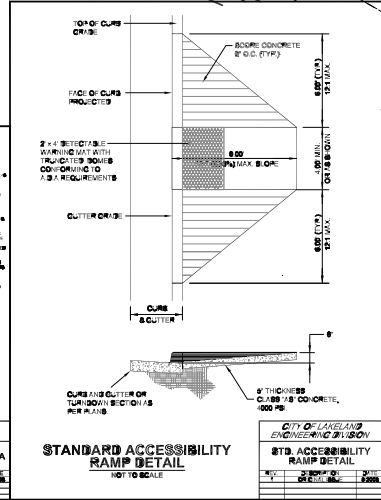
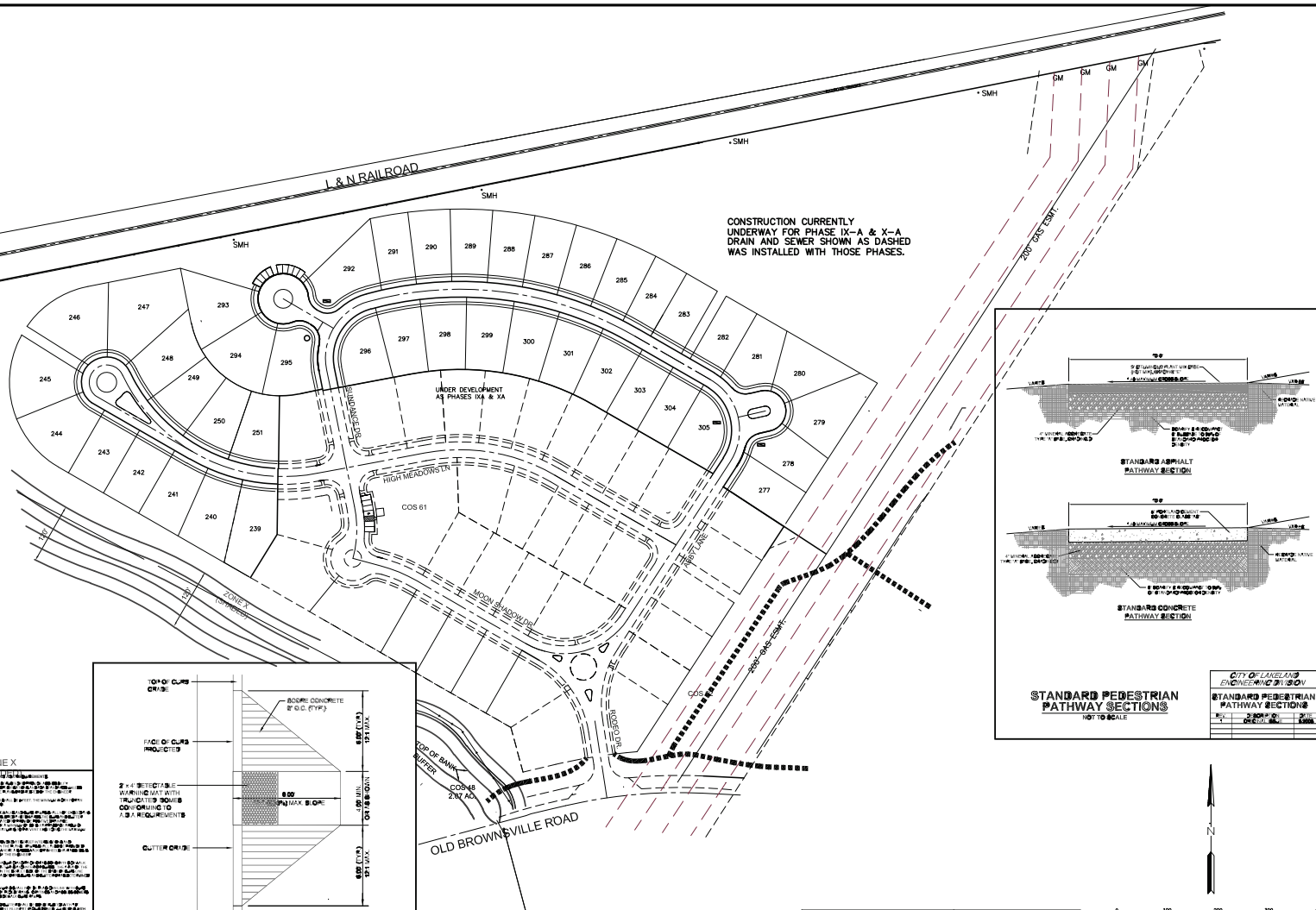
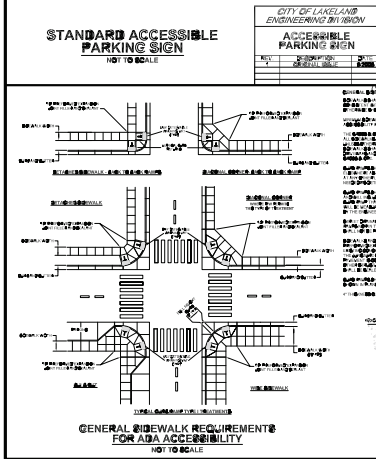
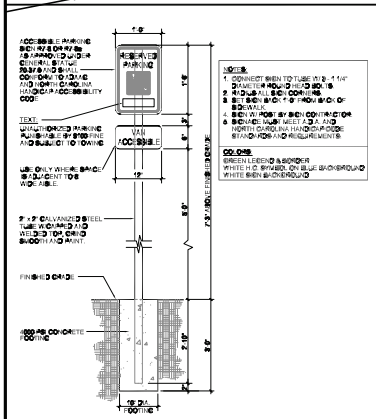
**TREE PROTECTION DETAIL**  
 NOT TO SCALE

BRANDON H. MASSEY  
 BRITTANY S. MASSEY  
 INST. NO. 20106387

CITY OF LAKELAND  
 ENGINEERING DIVISION  
 TREE PROTECTION DETAIL



VICINITY MAP

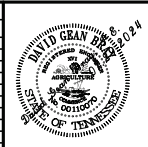


BRANDON H. MASSEY  
BRITTANY S. MASSEY  
INST. NO. 20106587

**SIGN LEGEND**

- STOP SIGN ○
- STOP BAR — (STOP BAR AT ALL STOP SIGNS)
- STREET SIGN ■

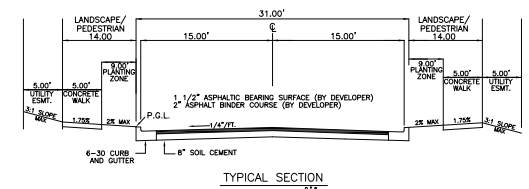
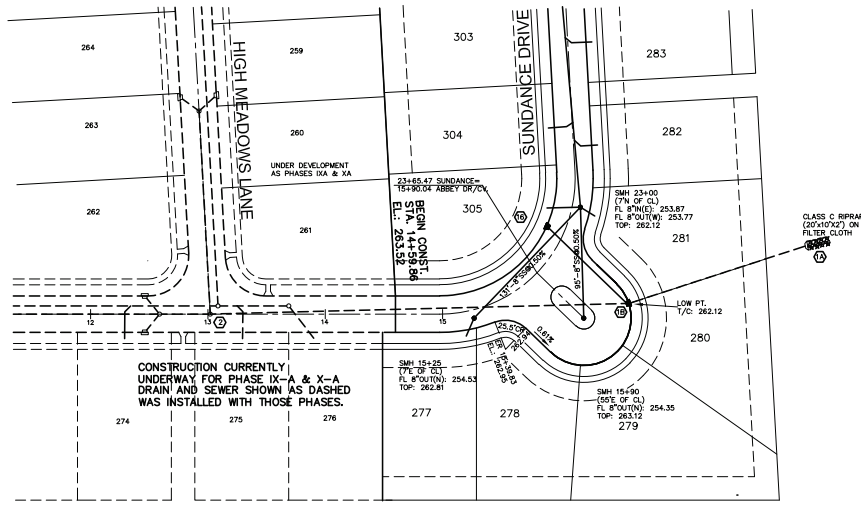
REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED



DEPARTMENT OF ENGINEERING  
**SIGNAGE & PAVEMENT MARKINGS PLAN**  
LAKELAND, TENNESSEE

SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 02-2024 SCALE: 1"=100'  
REVIEWED: \_\_\_\_\_

CITY ENGINEER DATE \_\_\_\_\_ SHEET 11 OF 19



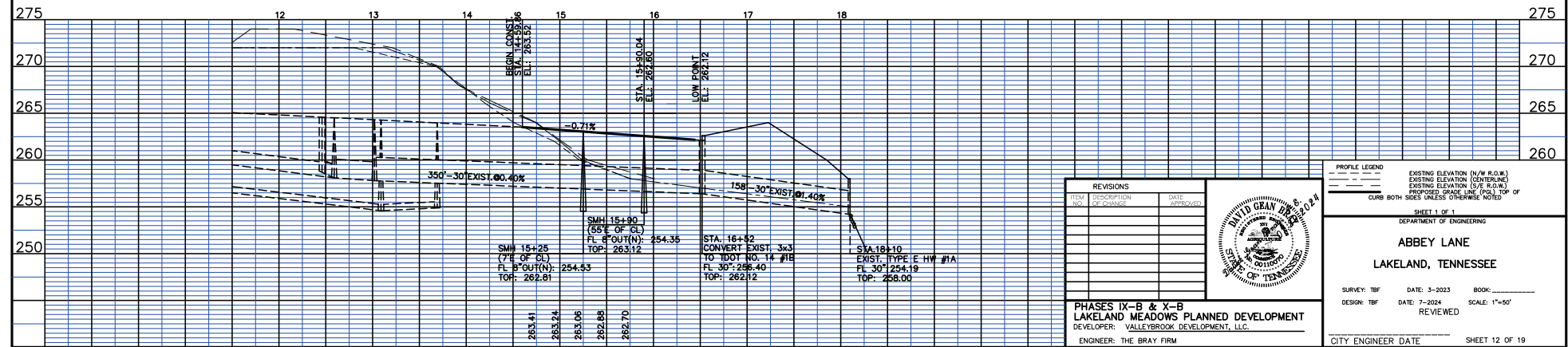
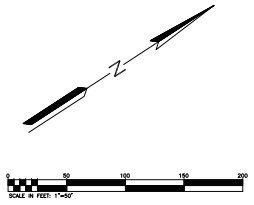
**STORM DRAINAGE PIPE CHART**

FROM FLOWLINE	TO FLOWLINE	DIA	LENGTH	SCOPE	AREA AC	Qc cfs	Qc cfs	V fs
18	256.40	18"	224.38	15°	1.28	3.3	28.3	4.3
2	257.80	18"	256.40	30°	350"	0.40	7.7	22.1
18	258.29	18"	256.40	15°	95	2.30	0.8	2.5
							9.7	8.0

\* INSTALLED IN PHASE A

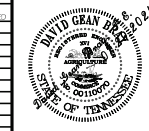
**STORM DRAINAGE STRUCTURE CHART**

STRUCTURE	ASIAL	Qc	25	ITEM	ELEVATION
1A	EXISTING	N/A	N/A	30" OUT	254.19
	TYPE E HW			TOP	256.00
1B	EX. 3x3 RILEY	1.3	4.0	15" IN	256.40
	CONVERT TO			30" IN/OUT	256.40
	TDOT NO. 14			TOP	262.12
2	EXISTING	N/A	N/A	24" IN	257.80
	DAM			30" OUT	257.80
				TOP	264.31
18	TDOT No. 14	0.8	2.5	15" IN	256.59
				TOP	262.34



**REVISIONS**

ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED



**PROFILE LEGEND**

- EXISTING ELEVATION (N/W R.O.W.)
- EXISTING ELEVATION (CENTERLINE)
- EXISTING GRADE LINE (O/E R.O.W.)
- PROPOSED GRADE LINE (TOP OF CURB BOTH SIDES UNLESS OTHERWISE NOTED)

SHEET 1 OF 1  
DEPARTMENT OF ENGINEERING  
**ABBEY LANE**  
LAKELAND, TENNESSEE

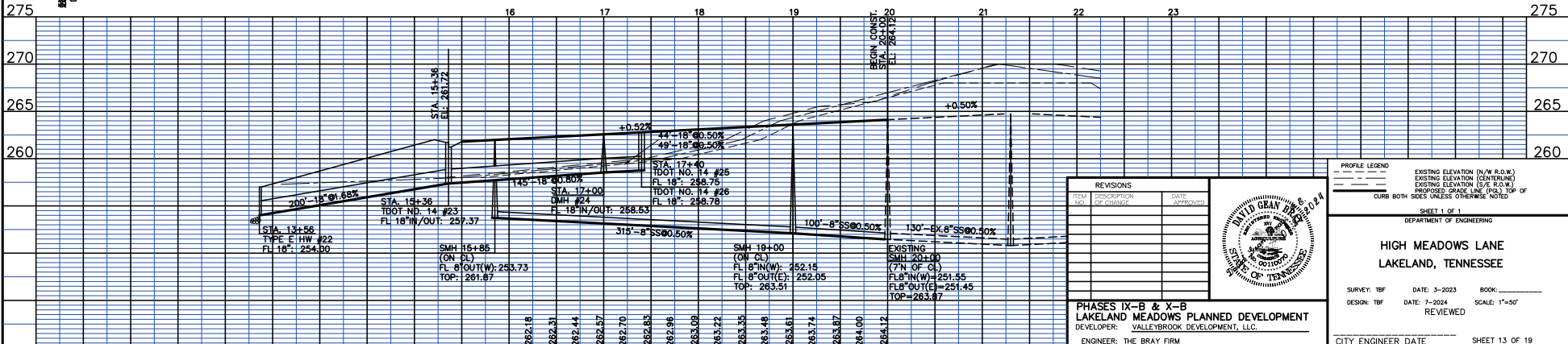
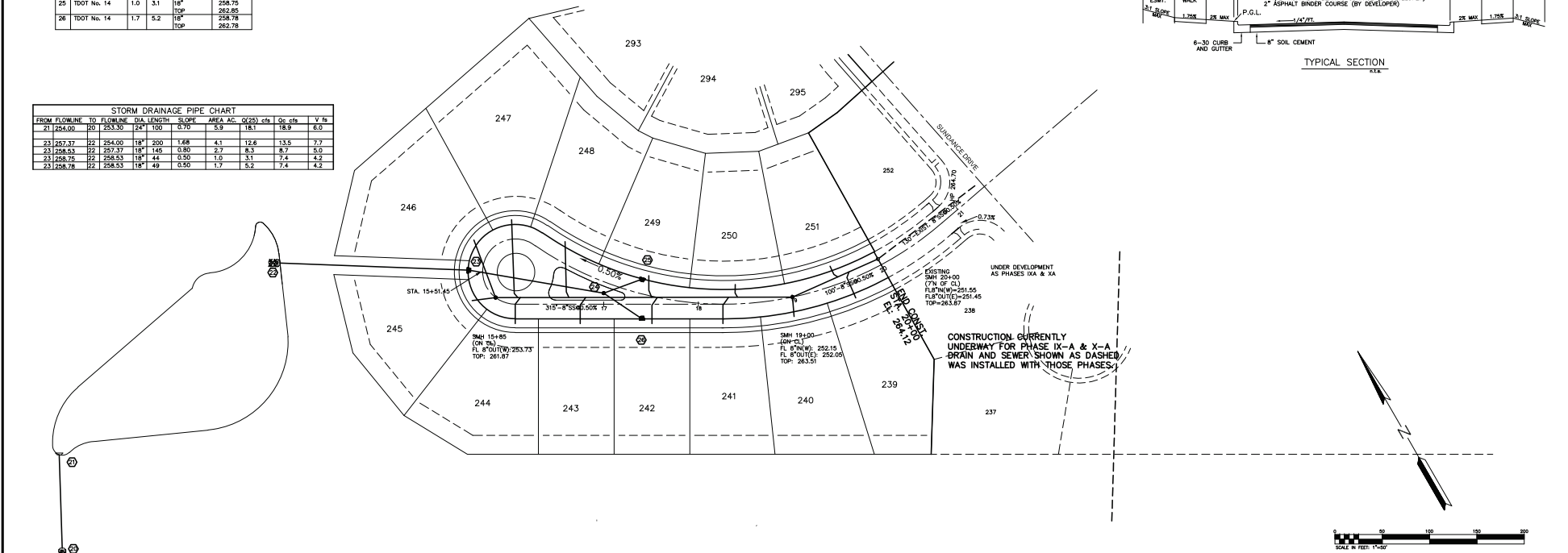
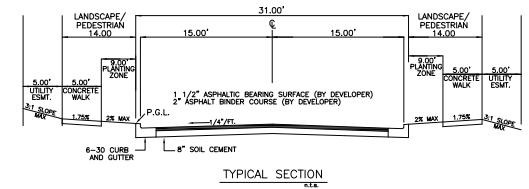
SURVY: TBF DATE: 3-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 7-2024 SCALE: 1"=50'  
REVIEWED: \_\_\_\_\_

CITY ENGINEER DATE \_\_\_\_\_ SHEET 12 OF 19

**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC.  
ENGINEER: THE BRAY FIRM

STORM DRAINAGE STRUCTURE CHART						
NO.	STRUCTURE	AREA	NO. OF	ITEM	ELEVATION	
20	TYPE E HW	N/A	N/A	24"	TOP	257.00
21	TYPE D HW	5.9	18.1	24"	TOP	254.00
22	TYPE E HW	N/A	N/A	24"	TOP	257.00
23	TDOT No. 14	1.4	4.3	18" R/I/OUT	TOP	257.37
24	DMH	N/A	N/A	18" R/I/OUT	TOP	254.53
25	TDOT No. 14	1.0	3.1	18"	TOP	258.75
26	TDOT No. 14	1.7	5.2	18"	TOP	262.85
27	TDOT No. 14	1.7	5.2	18"	TOP	262.78

STORM DRAINAGE PIPE CHART										
FROM FLOWLINE	TO FLOWLINE	DIA.	LENGTH	SLOPE	AREA AC.	Q(25) cfs	Qc cfs	V ft/s		
21	264.00	20"	253.30	22"	100	0.70	5.9	18.1	18.9	6.0
23	227.37	22"	254.00	18"	200	1.66	4.1	12.6	13.5	7.7
23	228.53	22"	257.37	18"	149	0.80	2.7	8.3	8.7	5.0
23	228.78	22"	258.53	18"	44	0.50	1.0	3.1	3.4	4.2
23	228.78	22"	258.53	18"	49	0.50	1.7	5.2	7.4	4.2



REVISIONS		
NO.	DESCRIPTION	DATE

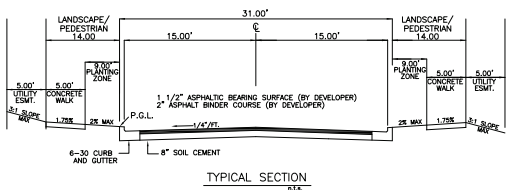


PROFILE LEGEND  
 - - - - - EXISTING ELEVATION (N/W R.O.W.)  
 - - - - - EXISTING ELEVATION (CENTERLINE)  
 - - - - - EXISTING ELEVATION (S/E R.O.W.)  
 - - - - - PROPOSED GRADE LINE (P.S.) TOP OF CURB BOTH SIDES UNLESS OTHERWISE NOTED

SHEET 1 OF 1  
 DEPARTMENT OF ENGINEERING  
**HIGH MEADOWS LANE**  
**LAKELAND, TENNESSEE**  
 SURVEY: TBF DATE: 3-2023 BOOK: \_\_\_\_\_  
 DESIGN: TBF DATE: 7-2024 SCALE: 1"=50'  
 REVIEWED: \_\_\_\_\_  
 CITY ENGINEER DATE: \_\_\_\_\_ SHEET 13 OF 19

**PHASES IX-B & X-B**  
**LAKELAND MEADOWS PLANNED DEVELOPMENT**  
 DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC.  
 ENGINEER: THE BRAY FIRM



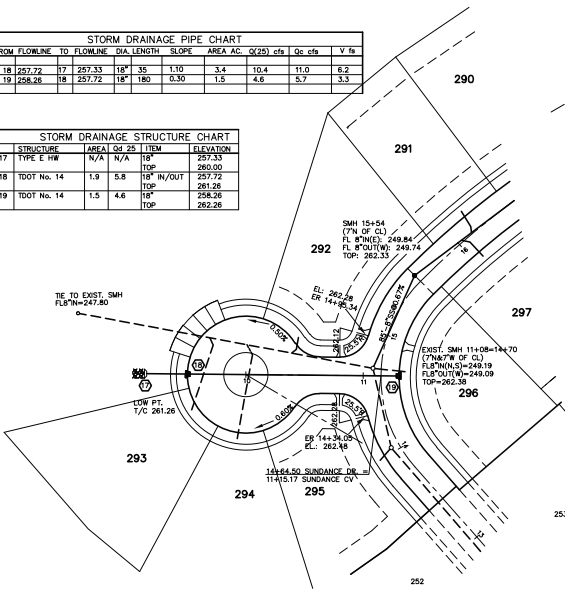


**STORM DRAINAGE PIPE CHART**

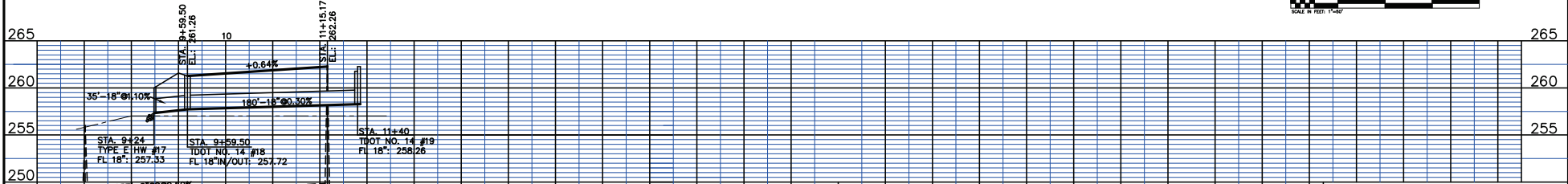
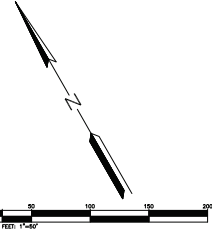
FROM FLOWLINE TO	FLOWLINE	DIA	LENGTH	SLOPE	AREA AC.	Q(25) cfs	Qc cfs	V ft/s
18	207.72	18"	257.33	18"	3.5	1.10	3.4	10.4
19	208.26	18"	257.72	18"	1.80	0.30	1.5	4.6

**STORM DRAINAGE STRUCTURE CHART**

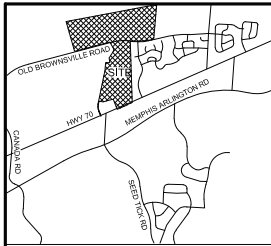
STRUCTURE	AREA	Qc	TS	TRM	ELEVATION
17	TYPE E RW	N/A	N/A	18"	257.33
				18"	260.00
18	TDOT No. 14	1.9	5.8	18" IN/OUT	257.72
				18"	261.36
19	TDOT No. 14	1.5	4.6	18"	258.26
				18"	262.26



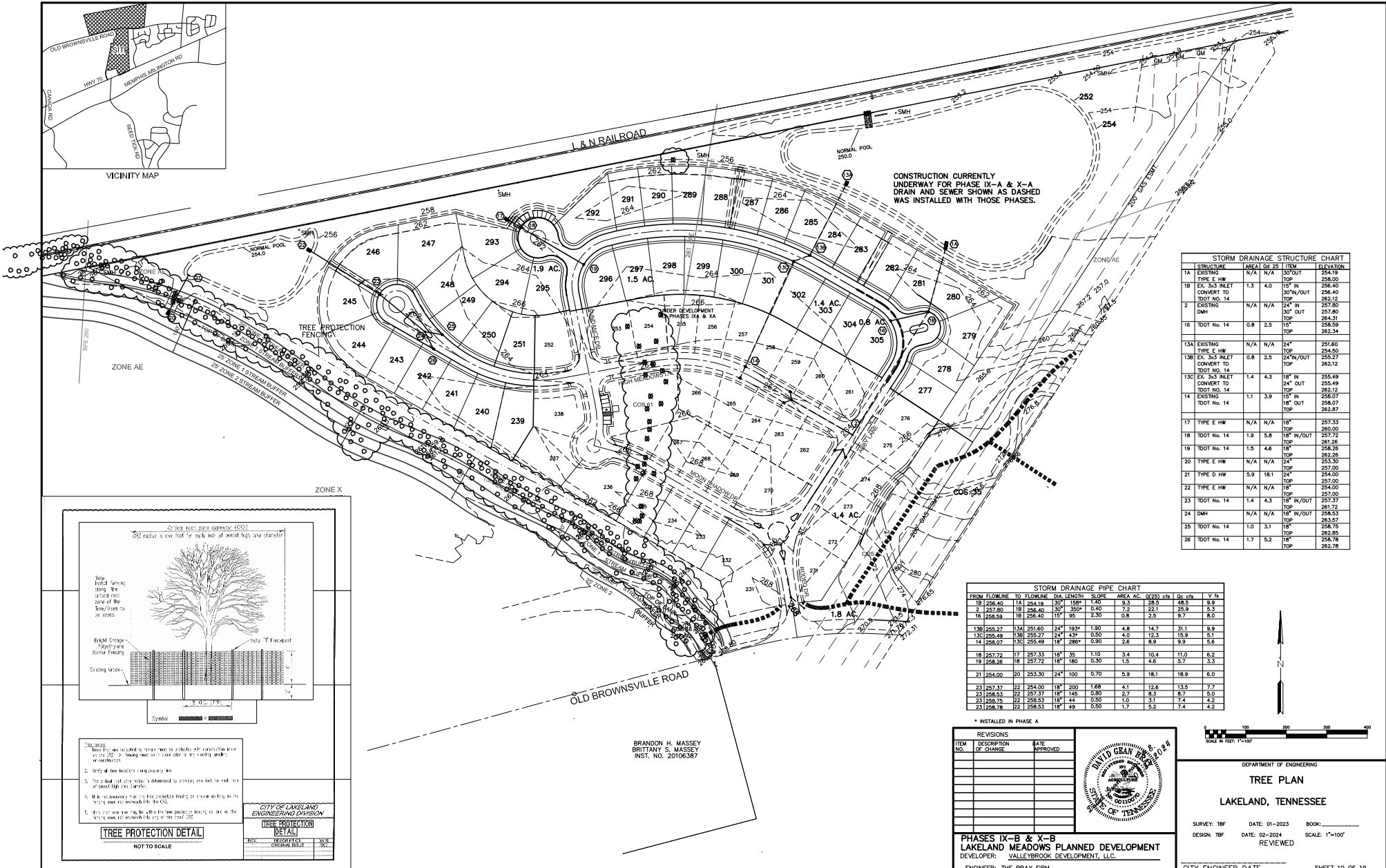
CONSTRUCTION CURRENTLY UNDERWAY FOR PHASE IX-A & X-A DRAIN AND SEWER SHOWN AS DASHED WAS INSTALLED WITH THOSE PHASES.



<p><b>EXISTING SMH</b> FL 18"=247.80</p> <p><b>EXIST. SMH 11+08-11+70</b> (7' DIA) (7" OF CL) FL 18"IN(S)=249.17 FL 18"OUT(N)=249.07 TOP=264.36</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>ITEM NO.</th> <th>DESCRIPTION OF CHANGE</th> <th>DATE APPROVED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="text-align: center;"><b>PHASES IX-B &amp; X-B</b> <b>LAKELAND MEADOWS PLANNED DEVELOPMENT</b> DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC ENGINEER: THE GRAY FIRM</p>	REVISIONS			ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED																																		<p><b>PROFILE LEGEND</b></p> <p>--- EXISTING ELEVATION (N/W R.O.W.)</p> <p>--- EXISTING ELEVATION (CENTERLINE)</p> <p>--- EXISTING ELEVATION (S/E R.O.W.)</p> <p>--- PROPOSED GRADE LINE (P.L.) TOP OF CURB BOTH SIDES UNLESS OTHERWISE NOTED</p> <p style="text-align: center;">SHEET 1 OF 1 DEPARTMENT OF ENGINEERING</p> <p style="text-align: center;"><b>SUNDANCE COVE</b> <b>LAKELAND, TENNESSEE</b></p> <p>SURVEY: TBF      DATE: 3-2023      BOOK: _____ DESIGN: TBF      DATE: 7-2024      SCALE: 1"=50' REVIEWED: _____</p> <p>CITY ENGINEER DATE _____      SHEET 15 OF 19</p>
REVISIONS																																									
ITEM NO.	DESCRIPTION OF CHANGE	DATE APPROVED																																							



VICINITY MAP

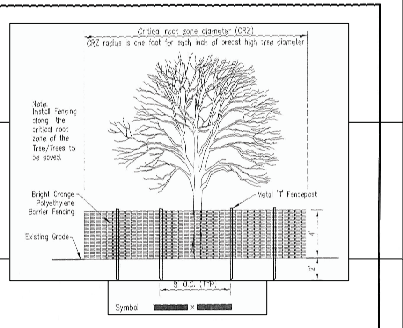


**STORM DRAINAGE STRUCTURE CHART**

STRUCTURE	AREA AC	TYPE	IN	OUT	ELEVATION
1A	N/A	N/A	30"	18"	254.19
1B	EX. 3x3 INLET	1.3	4.0	15" IN / 30" N/OUT	256.40
2	EXISTING	N/A	N/A	24" IN / 30" OUT	257.80
16	IDOT No. 14	0.8	2.5	15" IN / 18" OUT	258.59
13A	EXISTING	N/A	N/A	24" TOP	251.60
13B	EX. 3x3 INLET	0.8	2.5	24" IN / 24" N/OUT	255.27
13C	EX. 3x3 INLET	1.4	4.3	18" IN / 24" OUT	255.49
14	EXISTING	N/A	N/A	15" IN / 18" OUT	258.07
17	TYPE E HW	N/A	N/A	18" TOP	257.33
18	IDOT No. 14	1.9	5.8	18" IN / 18" TOP	257.72
19	IDOT No. 14	1.5	4.6	18" TOP	258.26
20	TYPE E HW	N/A	N/A	24" TOP	253.30
21	TYPE D HW	5.9	18.1	24" TOP	257.00
22	TYPE E HW	N/A	N/A	18" TOP	257.00
23	IDOT No. 14	1.4	4.3	18" IN / 18" TOP	257.37
24	DHW	N/A	N/A	18" IN / 18" TOP	258.53
25	IDOT No. 14	1.0	3.1	18" TOP	258.75
26	IDOT No. 14	1.7	5.2	18" TOP	258.78

**STORM DRAINAGE PIPE CHART**

FROM	FLOWLINE	TO	DIAMETER	LENGTH	SLOPE	AREA AC	Q(2) cfs	Dc cfs	V ft/s
1B	256.40	1A	24"	158'	1.40	9.3	28.5	48.5	9.9
2	257.80	1B	30"	300'	0.40	7.2	22.1	25.9	5.3
16	258.59	1B	24"	95'	2.30	0.8	2.5	9.7	8.0
13B	255.27	13A	24"	193'	1.90	4.8	14.7	31.1	9.9
13C	255.49	13B	24"	43'	0.50	4.0	12.3	10.9	5.1
14	258.07	13C	24"	286'	0.30	2.6	8.9	9.7	5.6
18	257.72	17	18"	35'	1.10	3.4	10.4	11.0	6.2
19	258.26	18	18"	180'	0.30	1.5	4.6	5.7	3.3
21	257.00	20	24"	100'	0.70	5.9	18.1	18.9	6.0
23	257.37	22	18"	200'	1.68	4.1	12.6	13.5	7.7
23	258.53	22	18"	145'	0.80	2.7	8.3	8.7	5.0
23	258.75	22	18"	44'	0.50	1.0	3.1	7.4	4.2
23	258.78	22	18"	49'	0.50	1.7	5.2	7.4	4.2



**TREE PROTECTION DETAIL**  
NOT TO SCALE

1.5' x 4' Fencing  
Bright Orange Safety Zone  
Existing Grade

25' RADIUS

BRANDON H. MASSEY  
BRITTANY S. MASSEY  
INST. NO. 20106387

CITY OF LAKELAND  
ENGINEERING DIVISION  
TREE PROTECTION DETAIL

REVISIONS

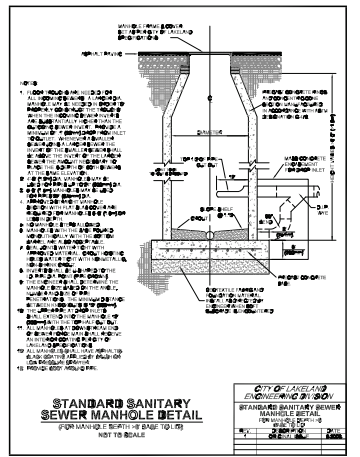
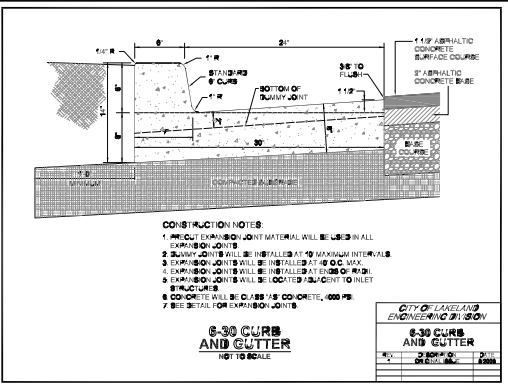
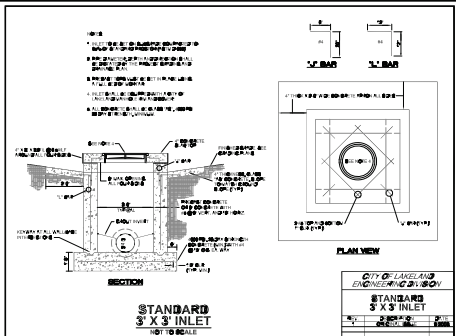
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PHASES IX-B & X-B  
LAKELAND MEADOWS PLANNED DEVELOPMENT  
DEVELOPER: VALLEYBROOK DEVELOPMENT, LLC  
ENGINEER: THE GRAY FIRM

DEPARTMENT OF ENGINEERING  
**TREE PLAN**  
LAKELAND, TENNESSEE

SURVEY: TBF DATE: 01-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 02-2024 SCALE: 1"=100'  
REVIEWED: \_\_\_\_\_

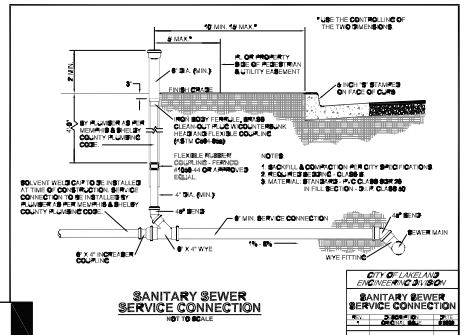
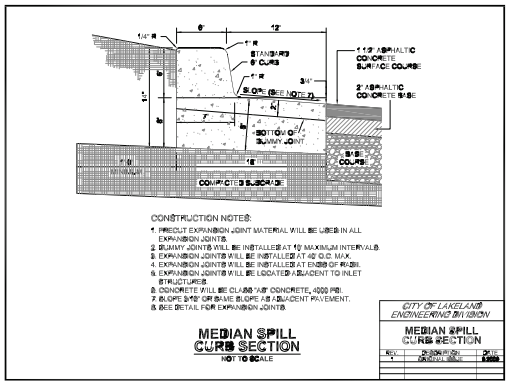
CITY ENGINEER DATE \_\_\_\_\_ SHEET 10 OF 19



**GENERAL NOTES:**  
 1. ALL CONCRETE SHALL BE CAST IN PLACE.  
 2. ALL REINFORCING SHALL BE #4 BARS.  
 3. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.  
 4. ALL SURFACES SHALL BE FINISHED TO THE FINISH SURFACE.  
 5. ALL JOINTS SHALL BE LOCATED AS SHOWN.

DIAMETER	INLET	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE
18"	18"	18"	18"	18"	18"	18"	18"	18"	18"	18"
24"	24"	24"	24"	24"	24"	24"	24"	24"	24"	24"
30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"
36"	36"	36"	36"	36"	36"	36"	36"	36"	36"	36"
42"	42"	42"	42"	42"	42"	42"	42"	42"	42"	42"
48"	48"	48"	48"	48"	48"	48"	48"	48"	48"	48"
54"	54"	54"	54"	54"	54"	54"	54"	54"	54"	54"
60"	60"	60"	60"	60"	60"	60"	60"	60"	60"	60"

**CITY OF LAKELAND ENGINEERING DIVISION**



**TYPE "E" HEADWALL WITH WINGWALLS**  
NOT TO SCALE

**SECTION A-A**

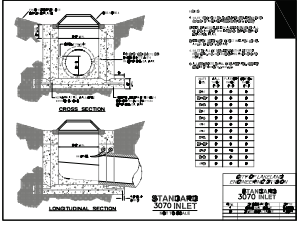
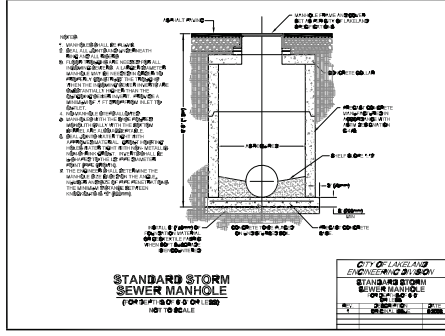
**END VIEW**

**PLAN**

**TABLE OF DIMENSIONS AND DIAMETERS**

DIAMETER	INLET	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE	MANHOLE
18"	18"	18"	18"	18"	18"	18"	18"	18"	18"	18"
24"	24"	24"	24"	24"	24"	24"	24"	24"	24"	24"
30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"
36"	36"	36"	36"	36"	36"	36"	36"	36"	36"	36"
42"	42"	42"	42"	42"	42"	42"	42"	42"	42"	42"
48"	48"	48"	48"	48"	48"	48"	48"	48"	48"	48"
54"	54"	54"	54"	54"	54"	54"	54"	54"	54"	54"
60"	60"	60"	60"	60"	60"	60"	60"	60"	60"	60"

**CITY OF LAKELAND ENGINEERING DIVISION**



NO.	REVISIONS	DATE

**PHASES IX-A & X-A  
LAKELAND MEADOWS PLANNED DEVELOPMENT  
DEVELOPER: TFB, LLC  
ENGINEER: THE BRAY FIRM**



SHEET 1 OF 1  
DEPARTMENT OF ENGINEERING  
**STANDARD DETAILS**  
**LAKELAND, TENNESSEE**

SURVEY: TBF DATE: 3-2023 BOOK: \_\_\_\_\_  
DESIGN: TBF DATE: 2-2024 SCALE: 1"=100'  
REVIEWED: \_\_\_\_\_

CITY ENGINEER DATE: \_\_\_\_\_ SHEET 19 OF 19

Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - approving a residential development contract with Cummings, LLC for The Estates at Chambers Chapel Planned Development Phases 1 & 2.

Staff Contact: Emily Harrell, City Manager / City Engineer

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-58-2026.

**BUDGET IMPACT**

The development fees associated with this contract total \$295,426.12, of which \$115,626.12 are General Fund revenues and \$179,800.00 are Sewer Fund revenues.

**DISCUSSION**

The Estates at Chambers Chapel PD is a 115-acre residential development on Chambers Chapel Road east of Oakwood Subdivision. The development consists of a total of 95 single-family lots. Phase 1 consists of 36 single family lots. Phase 2 consists of 22 single family lots. The development includes constructing all roads, sanitary and storm sewer facilities, and all utilities associated with residential lots. A copy of the development contract is attached.

RESOLUTION R-58-2026

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL  
SUBDIVISION DEVELOPMENT CONTRACT WITH CUMMINGS, LLC FOR A 36-LOT  
SUBDIVISION TO BE KNOWN AS THE ESTATES AT CHAMBERS CHAPEL  
PLANNED DEVELOPMENT PHASE 1 & 2

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- WHEREAS,** Developer is the owner of record of tracts of land zoned AG which contains approximately 115 acres, also identified by Parcel ID # LO151 00482 and LO151 00123 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop a portion of the Subdivision Site into a 58-lot subdivision to be known as THE ESTATES AT CHAMBERS CHAPEL PLANNED DEVELOPMENT PHASE 1 & 2 ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the Preliminary Development Plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction

RESOLUTION R-58-2026

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL  
SUBDIVISION DEVELOPMENT CONTRACT WITH CUMMINGS, LLC FOR A 36-LOT  
SUBDIVISION TO BE KNOWN AS THE ESTATES AT CHAMBERS CHAPEL  
PLANNED DEVELOPMENT PHASE 1 & 2

---

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Commissioners of the City of Lakeland, Tennessee: That the Mayor is hereby authorized to execute a development contract with **CUMMINGS, LLC** for a 36-lot subdivision to be known as **The Estates at Chambers Chapel Planned Development Phase 1 & 2.**

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
Mayor

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Rebecca Hume  
City Recorder

**RESIDENTIAL SUBDIVISION  
DEVELOPMENT CONTRACT**

**INTRODUCTION**

**THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT** (“Contract”) is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, **20\_\_**, by and between **CUMMINGS, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

**W I T N E S S E T H:**

**WHEREAS**, Dr. Roy Fox is the owner of record of a tract<sup>1</sup> of land zoned AG which contains approximately 115 acres, also identified by Parcel ID # LO151 00482 and LO151 00123 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a 58-lot subdivision to be known as **The Estates at Chambers Chapel Planned Development Phase 1 & 2** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

## **GENERAL PROVISIONS**

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated May 2016, approved by the MPC August 18, 2016 and BOC September 8, 2016, Preliminary Development Plan dated November 2017, approved by the MPC November 16, 2017 and BOC December 14, 2017, Outline Plan and Preliminary Development Plan Amendment dated November 2017, approved by the BOC May 10, 2018, Outline Plan and Preliminary Development Plan Amendment dated August 2018, approved by the MPC August 16, 2018 and BOC September 6, 2018 and Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

- (f) The requirements of the Tennessee Department of Environment and Conservation.

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

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

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

## **OWNERSHIP**

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

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

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

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

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

## SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Seven Hundred Forty-Nine Thousand Four Hundred Seventy Dollars and Fifty-Eight Cents (\$749,470.58)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

## INSURANCE

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

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

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

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

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

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

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

- (6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;
- (7) Premises and Operations;
- (8) Independent Contractors;
- (9) Products and Completed Operations;
- (10) Blanket Contractual or its current equivalent policy language;
- (11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;
- (12) Broad Form Property Damage or its current equivalent policy language;
- (13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

## **TIME SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## WARRANTY

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

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

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

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

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

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

## **REQUIRED IMPROVEMENT AND RELATED FEES**

### **WATER**

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

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

## **SANITARY SEWER**

20. Developer shall pay to the City, the sum of **One Hundred Seventy-Nine Thousand Eight Hundred Dollars (\$179,800.00)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

## **STREETS**

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

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

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

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

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

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

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

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

## **SIDEWALKS**

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

## **STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.**

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

## **EROSION, SEDIMENT AND DEBRIS**

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

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

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

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

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

#### **DRAINAGE DESIGN AND RESPONSIBILITY**

36. Developer shall pay to the City, the sum of **Twenty-Nine Thousand Dollars (\$29,000.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

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

Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

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

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

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

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

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

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

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

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

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

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if after its organization, it ceases to function or exist, then in the event the City of Lakeland, in accordance with applicable law and/or ordinances relating to safety or health issues, expends funds to maintain or repair common area, the expenses thereof plus an administrative fee shall become a lien when duly recorded in the Shelby County Register’s Office (“SCRO”), on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. Such lien shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by the lien of any deed of trust, mortgage instruments or encumbrances duly recorded against any respective lot in the SCRO prior to the recording of such lien by the City of Lakeland. All owners of lots will be required to become members of the POA.”

## **ADMINISTRATIVE FEES**

### **Engineering Review Fee**

47. Developer agrees to pay to the City the sum of **Seventeen Thousand Four Hundred Dollars (\$17,400.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

### **Construction Inspection Fee**

48. Developer agrees to pay to the City the sum of **Seventeen Thousand Nine Hundred Dollars (\$17,900.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

### **Administrative Review Fee**

49. Developer agrees to pay to the City the sum of **Five Thousand Nine Hundred Dollars (\$5,900.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

### **Geographical Information System (GIS) Fee**

50. Developer agrees to pay to the City the sum of **Three Thousand Fifty Dollars (\$3,050.00)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

### **Natural Resources Inventory/Analysis Fee (per acre)**

51. Developer agrees to pay to the City the sum of **One Thousand Six Hundred Four Dollars and Fifty Cents (\$1,604.50)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

### **Parkland Improvement Fee (per lot)**

52. Developer agrees to pay to the City the sum of **Five Thousand Eight Hundred Dollars (\$5,800.00)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

### **Tree Removal Fee (per acre)**

53. Developer agrees to pay to the City the sum of **Five Thousand Six Hundred Eighteen Dollars (\$5,618.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

### **Warning Siren Fee**

54. Developer agrees to pay to the City the sum of **Two Thousand Nine Hundred Dollars (\$2,900.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

### **Parkland Review Fee (per acre)**

55. Developer agrees to pay to the City the sum of **One Thousand Five Hundred Twenty-Three Dollars and Sixty Cents (\$1,523.60)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

### **MISCELLANEOUS CONDITIONS**

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way

shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

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

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

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

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

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full.

The Developer shall also provide a release of all liens, and of the right to claim liens, from all sub-contractors and material suppliers furnishing labor or materials for the development.

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty-Four Thousand Nine Hundred Thirty Dollars and Two Cents (\$24,930.02)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) DEVELOPER  
**CUMMINGS, LLC**  
**6515 CHERRYHILL PARKWAY,**  
**MEMPHIS, TN 38120**

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

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

79. Miscellaneous. Notwithstanding any provision herein to the contrary, the following shall control:

- (a) Any requirement in this Agreement for the construction of "Sidewalks" and "Curbs and Gutters" shall be limited to those areas as shown on the "Preliminary Development Plan."

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

(1)	Sewer Development Fee	\$179,800.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$29,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$17,400.00
(8)	Construction Inspection Fee	\$17,900.00
(9)	Administrative Review Fee	\$5,900.00
(10)	Geographical Information Systems Fee	\$3,050.00
(11)	Natural Resources Inventory & Analysis Fee	\$1,604.50
(12)	Parkland Improvement Fee	\$5,800.00
(13)	Tree Removal Fee	\$5,618.00
(14)	Warning Siren Fee	\$2,900.00
(15)	Parkland Review Fee	\$1,523.60
(16)	Parkland Dedication Fee	<u>\$24,930.02</u>
	 Total	 \$295,426.12

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

**DEVELOPER:  
CUMMINGS, LLC**

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**CITY OF LAKELAND:**

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

DATE APPROVED BY BOARD OF COMMISSIONERS: \_\_\_\_\_

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

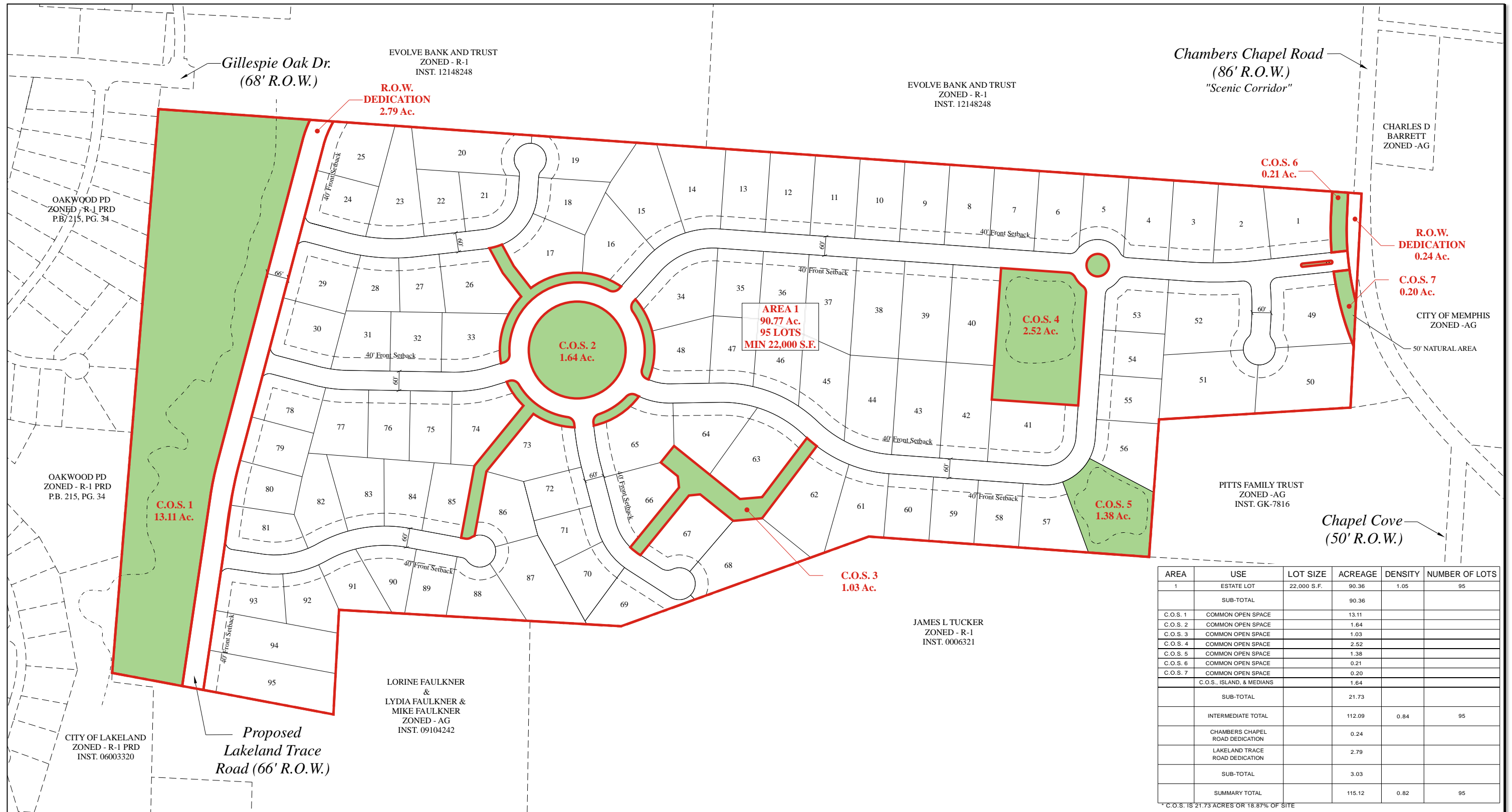
Witness my hand and seal at office; this is the \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

<b>Subdivision Development Fees Worksheet</b>			
<b>Chambers Chapel Phase 1 &amp; 2</b>			
		58	56.18
		Lots	Acres
	Per Lot Fee		
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00	\$179,800.00	
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00	N/A	
Sewer Connection Fee (per connection)		N/A	
Drainage Control Fee w/basin (per lot)	\$500.00	\$29,000.00	
Drainage Control Fee wo/basin (per lot)	\$1,000.00	N/A	
Engineering Review Fee (per lot)	\$300.00	\$17,400.00	
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00	\$17,900.00	
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies	\$5,900.00	
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies	\$1,604.50	
Street Light Fee	100% of Cost	N/A	
Road Cut Fees	\$35.00	N/A	
Warning Siren (per lot)	\$50.00	\$2,900.00	
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00	\$5,618.00	
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies	\$3,050.00	
Parkland Improvement Fee (per lot)	\$100.00	\$5,800.00	
Parkland Review Fee (\$400 plus \$20 per acre)	Varies	\$1,523.60	
		<b>Total =</b>	<b>\$270,496.10</b>
	Acres/Lot =	0.96862069	
Park Land Formula (D=LxAxPxM)			
L=Number of Lots (D.U.)	L =	58	
A=Avg. Family Size - use 2.94	A =	2.94	
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010	
M=Density Multiplier from Table 2 of Sub. Regs	M =	1	
D=Dedication in acres	D =	1.7052	Acres
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of
Total Dollar Value Required in Lieu of Dedication		=	<b>\$24,930.02</b>
Total Amount Due			<b>\$295,426.12</b>



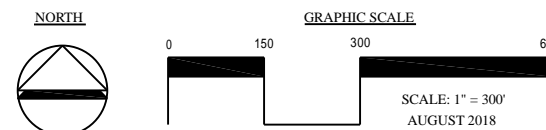
AREA	USE	LOT SIZE	ACREAGE	DENSITY	NUMBER OF LOTS
1	ESTATE LOT	22,000 S.F.	90.36	1.05	95
SUB-TOTAL			90.36		
C.O.S. 1	COMMON OPEN SPACE		13.11		
C.O.S. 2	COMMON OPEN SPACE		1.64		
C.O.S. 3	COMMON OPEN SPACE		1.03		
C.O.S. 4	COMMON OPEN SPACE		2.52		
C.O.S. 5	COMMON OPEN SPACE		1.38		
C.O.S. 6	COMMON OPEN SPACE		0.21		
C.O.S. 7	COMMON OPEN SPACE		0.20		
C.O.S., ISLAND, & MEDIANS			1.64		
SUB-TOTAL			21.73		
INTERMEDIATE TOTAL			112.09	0.84	95
CHAMBERS CHAPEL ROAD DEDICATION			0.24		
LAKELAND TRACE ROAD DEDICATION			2.79		
SUB-TOTAL			3.03		
SUMMARY TOTAL			115.12	0.82	95

\* C.O.S. IS 21.73 ACRES OR 18.87% OF SITE

# The Estates at Chambers Chapel

## Planned Development

### Lakeland, Tennessee



DEVELOPMENT GRAPHIC PREPARED TO ILLUSTRATE POTENTIAL AND IS SUBJECT TO FINAL DESIGN AND APPROVALS.

**W.H. PORTER CONSULTANTS, PLLC**  
ENGINEERS/PLANNERS/SURVEYORS/CONSULTANTS

6055 PRIMACY PKWY, SUITE 115  
MEMPHIS, TENNESSEE 38119  
901-363-9453



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - adopting a revised City of Lakeland Vehicle Use Policy.

Staff Contact: Emily Harrell, City Manager / City Engineer

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### **STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-61-2026.

### **BUDGET IMPACT**

There is no budgetary impact from this item.

### **DISCUSSION**

The City of Lakeland Vehicle Use policy provides guidelines for City employees who utilize City vehicles for business use. The proposed amendment allows the City Manger to include a City vehicle in the compensation package for a Director level employee. Directors are exempt from overtime benefits but are required to attend after-hours meetings and are subject to emergency call-ins.

RESOLUTION R-61-2026

ADOPTING A REVISED CITY OF LAKELAND VEHICLE USE POLICY

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**WHEREAS,** the City of Lakeland, Tennessee, (the “City”) maintains a Vehicle Use Policy for guidance on the use of City-owned vehicles; and,

**WHEREAS,** Director level employees are exempt from overtime benefits but are required to attend meetings after hours and are subject to emergency call-outs; and,

**WHEREAS,** the amended Vehicle Use Policy allows the City Manager to include a City vehicle in the compensation package for a Director level position for City and personal use within Shelby County limits:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the Vehicle Use Policy attached hereto be adopted and implemented in practice effective immediately.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

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Josh Roman  
*Mayor*

---

Rebecca Hume  
*City Recorder*

CITY OF  
**LAKELAND**  
TENNESSEE



# VEHICLE USE POLICY

# VEHICLE USE POLICY

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## *General Vehicle Use Policy*

The City of Lakeland (the “City” or “we”) provides vehicles for business use to allow employees (“you”) to drive on City-designated business and to reimburse you for business use of personal vehicles according to the guidelines below. We retain the right to amend or terminate this policy at any time.

*The term “vehicle,” as used in these guidelines, includes any property owned by the City that has a motor designed to convey the property across any distance.*

## Operational Requirements and Restrictions

1. You may not drive any City vehicles without prior approval of your supervisor. Prior to approving a driver and periodically thereafter, supervisors must check the employee's driving record. If you are approved to drive on City business, you are required to inform your supervisor of any changes that may affect either your legal or physical ability to drive or your continued insurability.

2. You may not operate any City vehicle without a valid driver's license (including any required endorsements for a particular vehicle) on your possession at all times while operating the vehicle.

3. If your position requires regular driving for business as an essential job function you must, as a condition of employment, be able to meet the driver approval standards of this policy employment, be able to meet the driver approval standards of this policy at all times.

4. Where possible, City vehicles will be permanently assigned to departments/functions that have demonstrated a continued need for them. Additional vehicles may be maintained in a motor pool for use by individual employees, as needed.

5. You may be assigned a company vehicle for your use if you need transportation in the course of your normal work. Otherwise, you may use vehicles assigned to your department or those drawn from the motor pool, if available. As a last alternative, when no City vehicles are available, you may use your own vehicle for business purposes (such as in the case of business travel) with prior approval of your supervisor.

6. In addition to meeting the approval requirements above, you must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on City business is strictly prohibited. You are responsible for any driving infractions or fines as a result of your driving.

7. Nonemployees and nonbusiness passengers (i.e., family and friends) are prohibited from riding in City vehicles without prior City Manager approval.

# VEHICLE USE POLICY

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## Operational Requirements and Restrictions

(continued)

8. If you use your personal vehicle for approved City business purposes, you will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. In such cases, you should consider obtaining auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary, as determined by your personal insurance agent.

9. You must adhere to all safety precautions when operating a City vehicle, including but not limited to –

- a. using seat belts at all times,
- b. ensuring passengers and other employees are only riding in designated occupant spaces,
- c. observing all traffic laws, including speed limits, and
- d. ensuring that neither the operator nor any passengers smoke, vape, or use any nicotine products while in a City vehicle.

10. You must report any accident, theft, or malicious damage involving a City vehicle to your supervisor, the City Manager, and the Human Resources Department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 48 hours after the incident. You are expected to cooperate fully with authorities in the event of an accident. However, you should make no voluntary statement other than in reply to questions of investigating officers.

11. When you are on call on a 24-hour basis, you may be allowed to take a City vehicle home so you can respond as soon as possible. You will need to provide a written acknowledgment that you fully understand that the vehicle is used only as part of emergency response and not for personal use.

12. You are not permitted, under any circumstances, to operate a City vehicle or a personal vehicle for City business when any physical or mental impairment causes you to be unable to drive safely. Additionally, you shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs, or prescription medications that may affect your ability to drive. These prohibitions include circumstances in which you are temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication.

13. You must notify your supervisor of any vehicle mechanical problems or safety concerns noted.

14. Notwithstanding anything to the contrary herein, the City may provide a vehicle to any Director level employee as part of their compensation package. All eligible positions are exempt from overtime benefits but are required to attend after hours meetings and are subject to emergency call-ins. The vehicle may be used for City or personal use within Shelby County, unless otherwise approved by the City Manager.



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - approving the purchase of a Ford Explorer 4x4 SUV from Lonnie Cobb Ford through State of Tennessee Statewide Contract 209.

Staff Contact: Nick Pulido, Public Works Director

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### **STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-65-2006.

### **BUDGET IMPACT**

These items are allocated in the Fiscal Year 2026 annual budget for the General Fund.

### **DISCUSSION**

The Engineering Department is seeking to purchase a 2026 Ford Explorer 4x4 SUV for departmental use. This purchase will be made from Lonnie Cobb Ford through State of Tennessee Statewide Contract 209 #88764.

RESOLUTION R-65-2026

APPROVING THE PURCHASE OF A FORD EXPLORER 4X4 SUV FROM LONNIE COBB FORD THROUGH STATE OF TENNESSEE STATEWIDE CONTRACT 209

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**WHEREAS,** the City desires to purchase a Ford Explorer 4x4 SUV for Engineering Department; and,

**WHEREAS,** a Ford Explorer 4x4 SUV is available for order and purchase from Lonnie Cobb Ford through State of Tennessee Statewide Contract 209; and,

**WHEREAS,** this item is appropriated in the Fiscal Year 2026 annual budget for the General Fund:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized to purchase one Ford Explorer 4x4 SUV in the amount of Thirty-Eight Thousand One-Hundred Forty-Two Dollars (\$38,144.00).

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee on this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

---

Josh Roman  
Mayor

---

Rebecca Hume  
City Recorder



Prepared by: STEVEN BLACKSTOCK  
11/20/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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2026 Explorer 4dr 4x4 Active (K8D)

Price Level: 625

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Re: Vehicle Proposal 11/20/2025

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209  
Lonnie Cobb Ford contract # 88764



Prepared by: STEVEN BLACKSTOCK  
11/20/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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## 2026 Explorer 4dr 4x4 Active (K8D)

Price Level: 625

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# Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Accessories Warranty*

Accessories warranty ..... 36 months/36,000 miles

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
11/20/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2026 Explorer 4dr 4x4 Active (K8D)

Price Level: 625

### As Configured Vehicle

Code	Description	MSRP
K8D	Base Vehicle Price (K8D)	\$40,465.00
100A	<b>Equipment Group 100A</b> <i>Includes:</i> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - Tires: P255/65R18 AS BSW - Wheels: 18" Sparkle Silver-Painted Aluminum - Unique Cloth Captain's Chairs <i>Includes 6-way power driver and 4-way manual passenger.</i> - Radio: AM/FM Stereo <i>Includes MP3 capable, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at <a href="http://www.siriusxm.com/www.siriusxm.com">http://www.siriusxm.com/</a> for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <a href="http://www.siriusxm.com/FAQS">http://www.siriusxm.com/FAQS</a> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
99H	<b>Engine: 2.3L EcoBoost I-4</b> <i>Includes auto start-stop technology.</i>	Included
44T	<b>Transmission: 10-Speed Automatic</b>	Included
STDTR	<b>Tires: P255/65R18 AS BSW</b>	Included
STDWL	<b>Wheels: 18" Sparkle Silver-Painted Aluminum</b>	Included
8	<b>Unique Cloth Captain's Chairs</b> <i>Includes 6-way power driver and 4-way manual passenger.</i>	Included
17U	<b>2nd Row 35/30/35 Bench w/E-Z Entry &amp; Armrest</b> <i>E-Z Entry is manually activated.</i>	N/C
PAINT	<b>Monotone Paint Application</b>	STD
119WB	<b>119.1" Wheelbase</b>	STD
STDRD	<b>Radio: AM/FM Stereo</b>	Included
<p>Eligible 2026 model-year vehicle receive complimentary access to 1-year Ford connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.</p>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
11/20/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Explorer 4dr 4x4 Active (K8D)

Price Level: 625

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes MP3 capable, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at <a href="http://www.siriusxm.com/www.siriusxm.com">http://www.siriusxm.com/www.siriusxm.com</a> for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <a href="http://www.siriusxm.com/FAQS">http://www.siriusxm.com/FAQS</a> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i></p>	
8H_02	<p>Dark Space Gray w/Unique Cloth Captain's Chairs or Unique Cloth Heated Captain's Chairs</p>	N/C
YZ_02	Oxford White	N/C
4 leds	<p>Front and rear LED's <i>(2) LED's mounted to front grill LED strip under tailgate</i></p>	\$825.00
SUBTOTAL		\$41,290.00
Destination Charge		\$1,695.00
TOTAL		\$42,985.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
11/20/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Explorer 4dr 4x4 Active (K8D)

Price Level: 625

## Pricing Summary - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$40,465.00
Options		\$0.00
Colors		\$0.00
Upfitting		\$825.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
<b>Subtotal</b>		<b>\$42,985.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$4,841.00
<b>Total</b>		<b>\$38,144.00</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - approving the emergency procurement of wastewater collection point repair services from B&C Construction Co., Inc.

Staff Contact: Nick Pulido, Public Works Director

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**STAFF RECOMMENDATION**

City Staff recommends the Board of Commissioners approve Resolution R-64-2026.

**BUDGET IMPACT**

These items are allocated in the Fiscal Year 2026 annual budget for the Sewer Fund.

**DISCUSSION**

In accordance with the Financial Policies Manual, the City Manager authorized the emergency procurement of wastewater collection point repair services from B&C Construction Co., Inc. in the amount of \$36,425.00 for the repair of four wastewater collection service lines. Although not required under the financial policies manual, two additional competitive quotes were obtained from prospective repair entities and B&C Construction Co., Inc. provided the most competitive quote for repairs.

RESOLUTION R-64-2026

APPROVING THE AGREEMENT THE EMERGENCY PROCUREMENT OF  
WASTEWATER COLLECTION POINT REPAIR SERVICES FROM B&C  
CONSTRUCTION CO., INC.

---

**WHEREAS,** it was discovered that four wastewater collection service lines were damaged; and,

**WHEREAS,** the significance of the wastewater collection service line damage necessitated the procurement of the contracted emergency repair services; and,

**WHEREAS,** the City of Lakeland's Financial Policies Manual allows for emergency expenditures with the approval of the City Manager; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that contracted wastewater collection point repair services from B&C Construction Co., Inc. in the amount of thirty-six thousand four-hundred twenty-five dollars (\$36,425.00) is hereby subsequently authorized and approved.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee on this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

---

Josh Roman  
*Mayor*

---

Rebecca Hume  
*City Recorder*

**B & C CONSTRUCTION CO., INC.**  
MAILING ADDRESS - P.O. BOX 488, ELLENDALE, TN. 38029  
PHONE (901)-386-7040 FAX (901)-386-7063

BID PROPOSAL

4/1/26

LAKELAND SEWER REPAIRS

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
SEWER REPAIR AT 3038 GAINSBOROUGH	1 LS	\$9,750.00	\$ 9,750.00
SEWER REPAIR AT 9546 CREEKWOOD CV	1 LS	\$8,675.00	\$ 8,675.00
SEWER REPAIR AT 9557 CREEKWOOD CV	1 LS	\$9,300.00	\$ 9,300.00
SEWER REPAIR AT 3173 CREEKWOOD LN	1 LS	\$8,700.00	<u>\$ 8,700.00</u>
		TOTAL	\$36,425.00

NOTES

- 1.)BID DOES NOT INCLUDE ENGINEERING, STAKING OR TESTING.
- 2.)BID DOES NOT INCLUDE CURB,STREET OR SIDEWALK REPAIR.
- 3.)BID IS TO REPAIR SEWER SERVICE THAT HAS BEEN DAMAGED. IF THE NEED TO GO PAST REPAIR TO GET PIPE OUT OF SERVICE AND KEEP POSITIVE FALL.



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - approving an agreement with Pavement Technology, Inc. for the Fiscal Year 2026 Street Preservation project.

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

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### **STAFF RECOMMENDATION**

City staff recommends the Board of Commissioners approve Resolution R-59-2026.

### **BUDGET IMPACT**

This expenditure is appropriated in the Fiscal Year 2026 annual budget for the State Street Aid Fund.

### **DISCUSSION**

The City of Lakeland's FY26 Street Preservation project includes placing an asphalt rejuvenator on streets within the Canada Woods Subdivision, Creekside Manor Subdivision, Kimberly Trace Subdivision, Lakeland Heights Subdivision and the Veranda Woods Subdivision. The City will be utilizing the City of Forest Hills contract with Pavement Technology, Inc to complete the work.

# PROPOSAL BID TABULATION FORM

## CITY OF FOREST HILLS

### PW 2025-01 Street Preservation

In compliance with your legal Notice to Bidders for the City of Forest Hills PW 2025-01 Street Preservation, the undersigned bidder, a corporation organized and existing under the laws of the State of Ohio, or a partnership of N/A or an individual doing business as N/A of the City of N/A, State of N/A, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant and equipment necessary for the Project.

The quantities presented in the following Proposal Bid Tabulation Form are for bidding purposes and comparison only. The Form includes items of work that is associated with roadway maintenance.

The City of Forest Hills does not guarantee that the City will issue any work orders for any project under this contract.

The bidder shall complete all tables below to establish his bid.

<b>PROPOSAL BID TABULATION FORM – BASE BID</b>					
ITEM NO.	DESCRIPTION	EST. QTY.	PAY UNIT	UNIT PRICE	EXTENDED PRICE
717-01	Mobilization	1	L.S.	\$1,500.00	\$1,500.00
SP-1	Asphalt Rejuvenating Agent	74,837	S.Y.	\$1.25	\$93,546.25
<b>TOTAL BASE BID</b> <u>          NINETY-FIVE THOUSAND FORTY-SIX &amp; 25/100          </u> <b>DOLLARS (\$</b> <u>          95,046.25          </u> <b>)</b>					

  
5/9/25  
 Contractor Initial & Date

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated above.

Bidder understands that the City reserves the right to reject any or all bids, or portions thereof, and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the enclosed formal contract and deliver insurance coverage as required by the INFORMATION FOR BIDDERS within ten (10) business days of notice.

**BIDDER/CONTRACTOR**

**Name of Company:** Pavement Technology, Inc.

**Tennessee Contractors License Number:** 35393

**Address:** 24144 Detroit Rd.

Westlake, OH 44145

**Telephone Number:** 440-892-1895

**Fax Number:** 440-892-0953

**E-mail Address:** dcancelliere@pavetechinc.com

**Authorized Signature:**  \_\_\_\_\_

**Printed Name:** Susan Durante

**Title:** Secretary/Treasurer

Signed, the 9th day of May, 2025.

**CONTRACT FOR  
PW 2025-01 Street Preservation**

This Contract for PW 2025-01 Street Preservation (the "Agreement") is made and entered on MAY 29<sup>TH</sup>, 2025 (the "Effective Date") by and between the **City of Forest Hills, Tennessee** (the "City") and Pavement Technology, Inc., ~~a Tennessee~~ an Ohio Corporation (the "Contractor").

This Agreement is made with reference to the following facts:

- A. The intent of this Agreement is to provide for construction and completion of **PW 2025-01 Street Preservation**, as assigned by the City of Forest Hills, in accordance with the specifications herein and using a standard of care consistent with general roadway construction and maintenance and the terms and conditions herein.
- B. Assigned work may or may not include project plans. If project plans are provided, all work will be completed according to those drawings and specifications in addition to the terms and conditions of this Agreement.
- C. Unless otherwise specified, the Contractor will furnish all materials, incidentals, equipment and perform all labor necessary to perform the work authorized by the City and detailed in project plans and specifications.
- D. All work will be assigned by the City Manager as needed. Payment for goods and services shall be as measured and be complete and in-place, including all mobilization, labor, materials and incidentals.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

- 1 **Definitions.** The following terms have the meanings given in this section:
  - 1.1 **"City Manager"** means the City Manager of the City, or her designee.
  - 1.2 **"Contract Documents"** means this Agreement, those certain Contract Specifications and Contract Documents dated May 2025 and prepared by Neel-Schaffer, Inc., and the PROPOSAL BID TABULATION FORM included therein.
  - 1.3 **"Rejuvenator"** means a type of fog seal product meant to soften or "rejuvenate" the aged asphalt. These generally are emulsions of oils meant to replace the oxidized "maltene" fractions in the asphalt.

1.4 **“Services”** means the furnishing of labor, materials, equipment and services necessary to perform Street Maintenance Projects or Drainage Maintenance Projects, or both, as the case may be.

2 **Quantities.**

2.1 The City reserves the right to alter the quantities of work to be performed or to extend or to shorten the work at any time, when and as found necessary. The Contractor shall perform the work as altered, increased, or decreased at the unit price provided in enclosed PROPOSAL BID TABULATION FORM. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of this Agreement.

3 **Time for Performance.**

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the **“Term”**).

At the conclusion of the initial Term, the City shall have the right to renew the Term for one (1) additional years, provided that (i) the Contractor agrees to hold the unit prices indicated on the PROPOSAL BID TABULATION FORM without increase, and (ii) the Contractor agrees to such renewal. If the parties so agree, the Term shall be so extended on the same terms and conditions contained herein. The Contractor shall execute an amendment to this Agreement memorializing such extension if so requested by the City.

3.2 **Mobilization.** Unless otherwise specified in the Final Work Order, within ten (10) business days of the City Manager’s issuance of a Notice to Proceed, the Contractor shall mobilize his forces and commence performance of the Services.

3.3 **Time.** Contractor shall not commence performance of Services prior to 7:00 AM, nor extend past sundown, except as directed by the City Manager. All work shall be completed in a timely manner within the specified time frame given by the City Manager for each work order. Delays deemed unacceptable by the City shall be grounds for termination of this Agreement. **All work specifically identified in this Contract shall be substantially complete by June 13, 2025.**

4 **Consideration.**

4.1 The City shall pay to the Contractor for the diligent, faithful performance of this Agreement the actual cost of the Services performed and accepted by the City based on the unit prices attached hereto and incorporated herein as **“PROPOSAL BID TABULATION FORM.”**

4.2 The City shall make payments on a monthly basis to the Contractor on the basis of a duly certified and approved invoice of the Services performed during the preceding calendar month.

5 **Insurance.** The Contractor shall purchase and maintain insurance for the protection of claims under worker's compensation acts, for bodily injury and for property damage arising out of Contractor's obligations and duties under this Agreement as follows:

5.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage;

5.2 Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage;

5.3 Worker's Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per claim and in the aggregate;

The Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

The Contractor shall provide to the City certificates of insurance evidencing compliance with the requirements of this section. The certificates will show the City as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess insurance policies and contain a waiver of subrogation clause in favor of the City.

All insurance policies shall include a clause which states, in effect, that the policy shall not be canceled, modified, nor allowed to expire until ten (10) days written notice has been received by the City prior to such cancellation, modification, or expiration.

6 **Indemnity.** Contractor agrees to pay, defend, indemnify, and hold the City harmless from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from: (i) any use, trespass or damage to private property occasioned by Contractor's performance of the Services, (ii) the conduct of the Contractor or any of its employees, servants, agents or subcontractors in the performance of this Agreement, or (iii) any injury to or death of any person, or any damage to property caused by Contractor, its employees, servants, agents, or subcontractors. In case any action, suit, or proceeding is brought against the City by reason of any occurrence herein described, Contractor shall, at its own expense, defend such action, suit, or proceeding with counsel acceptable to the City in the City's sole

discretion. The indemnity agreement provided herein shall survive the expiration or earlier termination of this Agreement.

7 **Performance of Services; Duties of Contractor.**

7.1 **License.** Contractor shall maintain a valid Tennessee Contractor's Licenses at all times throughout the Term of this Agreement. Each of Contractor's drivers shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

7.2 **Duty of Care.** Contractor shall perform the Services in a good and workmanlike fashion and using the Contractor's best skill and attention, consistent with the terms and conditions herein, and consistent with any plans and specifications developed by the City.

The Contractor shall provide operating and safety training for all personnel. Contractor shall be responsible for ensuring all employees wear adequate safety equipment at all times, including, but not limited to, hard hats, protective eyewear, protective footwear, and reflective gear as necessary.

7.3 **Equipment.** The Contractor shall maintain its equipment in operable condition and suitable capacity and available to the City at all times during the terms of this Agreement.

7.4 **Permits, Fees and Specifications.** The Contractor shall obtain and pay for any permits or governmental fees, licenses, or inspections required for proper execution and completion of the Services.

7.4.1 Unless otherwise noted, all Services shall be performed in accordance with the current edition of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction," including all revisions and special provisions.

7.4.2 The Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic.

7.4.3 All work to be performed within the street right-of-way shall be completed with the appropriate traffic control. Traffic shall be directed with such signs, barricades, devices, flaggers, and pilot vehicles that shall conform to the Manual of Uniform Traffic Control Devices.

7.4.4 Unless otherwise noted, all aspects of work orders shall be constructed in accordance with the current edition of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction," including all revisions and special provisions.

7.4.5 All Work containing erosion/sediment control components, water quality components, ditch linings, etc., shall be constructed in accordance with the latest edition of the Tennessee Department of Environment and Conservation Erosion and Sediment Control Handbook.

7.5 **Taxes.** The Contractor will be responsible for all taxes levied against the Contractor under the laws of the State of Tennessee

7.6 **Warranty.** The Contractor warrants to the City that: (i) materials furnished under this Agreement will be new and of good quality, unless otherwise required or permitted by the City, (ii) the Services will be free from defects not inherent in the quality required or permitted; and (iii) the Services will conform to the requirements of any plans and specifications for a particular project and the terms and conditions of this Agreement.

7.7 **Cleaning Up.** Accumulations of mud or debris that are tracked on to streets or areas adjacent to work sites by construction equipment of the Contractor must be removed promptly and not allowed to create a hazard or an unsightly condition. After completion of all work contemplated under a Work Order and before final payment thereon has been made, the Contractor shall make a final cleanup of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.

Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

8 **Independent Contractor.** The Contractor is an independent contractor with respect to the City. Nothing contained herein shall create any association, partnership, joint venture, employment, or agency relationship between the parties.

9 **Conflicts.** In the event of a conflict between the terms of this Agreement and the remainder of the Contract Documents, the terms of this Agreement shall control.

10 **Miscellaneous.**

10.1 **Performance Bond.** Contractor shall provide to the City a performance bond in a form reasonably acceptable to the City's attorney, and in an amount not less than 100% of the Base Bid amount to secure the faithful performance of this Agreement. If the Contractor refuses or fails to provide the Services with such diligence as will ensure its completion within the time specified and in the manner specified, the City may terminate this Agreement and Contractor's right to proceed. In such event, the City may require the surety under the performance bond to fully perform and complete the work in the manner required by the

performance bond. In the alternative, the City may take over the work, by contract or otherwise, and the Contractor and its surety shall be liable to the City for any excess cost.

- 10.2 **Delay Damages.** If Contractor fails to commence a Work Order when scheduled or if work ceases for more than five (5) business days and such failure continues for three (3) business days following notice from the City to commence or resume the Work Order, then the City shall be entitled to: (i) charge the contractor a \$250.00 per day liquidated damage; (ii) terminate the specific Work Order and assign same to another contractor; or (iii) terminate this Contract. The Contractor and City acknowledge and agree that: ascertaining precisely the damages that would be suffered by the City in the event of Contractor's performance default at any given time during the term of this Contract would be costly, time-consuming and difficult, if not impossible; the amount of the liquidated damages constitutes good faith estimate by the Contractor and City of the damages to the City that would arise from such default by Contractor; and this agreed and stated amount is intended not as a penalty but as fully liquidated damages to the City for such a default by Contractor. If liquidated damages are incurred, the City shall be entitled to deduct and withhold said amount from payments then or thereafter to become due to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall promptly pay the difference to the City.
- 10.3 **Equal Opportunity.** It is the policy of the City to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR §21, and related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subject to discrimination under, any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin. No person shall be denied employment by the Company for reasons of race, color, sex, age, disability or national origin. Affirmative action compliance is required.
- 10.4 **Drug Free Workplace.** Within five (5) days of execution of this Agreement, Contractor shall submit a drug-free workplace affidavit to the City pursuant to T.C.A. § 50-9-113.
- 10.5 **Resident Status.** It shall be the Contractor's responsibility to insure that all persons employed, whether directly or by subcontractor, are legal residents and be authorized to work in the United States of America.
- 10.6 **Certified Public Weigher Law.** The Contractor or materials supplier shall employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981. All applicable materials shall be measured in accordance with the Certified Public Weigher Law of 1981 on scales approved by the City Engineer. The Contractor shall provide weigh (haul) tickets for each load delivered to any job site.

- 10.7 **Compliance with Laws.** Contractor agrees that the Services provided pursuant to this Agreement shall be provided in compliance with all laws, ordinances and regulations of the United States, State of Tennessee, Metropolitan Government of Nashville and Davidson County, and the City, now or hereafter in effect during the term of this Agreement.
- 10.8 **Assignment.** The Contractor shall not assign this Agreement, except upon the express prior written consent of the City.
- 10.9 **Cancellation.** The City has a right to cancel this Agreement for convenience on thirty (30) days written notice to the Contractor. The City has a right to cancel this Agreement for failure of Contractor to properly perform the duties herein within ten (10) business days written notice to the Contractor. Also, it is agreed that if Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files a bankruptcy petition, then the City may terminate this Agreement at any time.
- 10.10 **Notice.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail or by nationally recognized guaranteed overnight courier delivery service, postage prepaid, addressed to the City at:

The City of Forest Hills  
 Attn: Mark Hill, City Manager  
 6300 Hillsboro Road  
 Nashville, Tennessee 37215

and to the Contractor at:

**Name of Company:** Pavement Technology, Inc.

**Address:** Attn: Debbie Cancellere, Bids & Contracts Manager

24144 Detroit Rd.

Westlake, OH 44145

- 10.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either Party.

10.12 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, written or oral. This Agreement may be modified only by written amendment executed by all parties hereto.

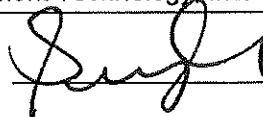
11 **Counterparts and Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further facsimile and electronic signatures shall be as binding as originals, and signatures transmitted by facsimile and electronic means shall be deemed originals and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first above written.

**CONTRACTOR**

Pavement Technology, Inc.

By:



Name: Susan Durante

Its: Secretary/Treasurer

**CITY**

The City of Forest Hills

By:



## SPECIAL CONDITIONS

1. **Project Description.** The work to be performed by the Contractor shall consist of **Street Preservation** as specified herein and as directed by the City Manager. The work to be done shall consist of furnishing all materials, supplies, and equipment; performing all labor and services incidental to or necessary for the complete maintenance of streets in accordance with the specifications; and the maintenance of each completed portion of the work until final acceptance of the entire project by the City.
2. **Date of Completion.** Contractor shall commence the work to be performed as soon as practical and in a timely manner as directed by the City Manager. Delays deemed unacceptable by the City shall be grounds for termination of this Contract. **All work specifically identified in this Contract shall be substantially complete by June 13, 2025.**

**Measurement:** All work shall be paid at the unit price bid, complete and in-place, and shall include all labor, incidentals and materials specified in this contract, or as listed in the current edition of the Tennessee Department of Transportation (TDOT) "Standard Specifications for Road and Bridge Construction" and shown in TDOT Standard Drawings found at the following internet link:

[https://www.tn.gov/content/dam/tn/tdot/construction/2021-standard-specifications/January 1 2021 Standard Specifications.pdf](https://www.tn.gov/content/dam/tn/tdot/construction/2021-standard-specifications/January%202021%20Standard%20Specifications.pdf)

**SP-1: Asphalt Rejuvenating Agent, S.Y.** This work shall consist of the application of the asphalt rejuvenating agent, Reclamite® (supplied by the Contractor) to the streets listed in the Description of Work, as directed by the City. Cost of equipment usage and asphalt rejuvenating agent application shall be included in the price bid.

3. **Quantities.** Quantities shown on the PROPOSAL BID TABULATION FORM are estimates and are included for bidding purposes only. Contractor shall be paid for actual quantities established by the City of Forest Hills under this contract and payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract conditions and the specifications.

Estimate shall be itemized per the enclosed PROPOSAL BID TABULATION FORM.

## GENERAL CONDITIONS

### DEFINITIONS

**DEFINITION OF TERMS:** Whenever the words, forms or phrases defined or pronouns used in their stead, occur in these Specifications, in the Contract or in the Advertisement or any document, or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be construed and interpreted as follows:

**ADDENDA:** Any changes in specifications after advertisements for bid will be made by Addenda to specifications. After issuance, any Addenda shall become a part of the Specifications, as much as though fully contained therein.

**BIDDER:** Any individual, firm or corporation submitting a Bid or Proposal for the work contemplated.

**CONSTRUCTION BONDS or PERFORMANCE AND PAYMENT BONDS:** The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with Specifications and terms of the Contract.

**CONTRACT:** The written agreement between the City of Forest Hills and the Contractor covering the performance of the work. The Contract includes the Advertisement (Notice to Contractors), Proposal, General Conditions, Special Conditions, Detailed Specifications, Contract Agreement, Construction Bonds, and all Addenda and Change Orders thereto.

**CITY:** The City of Forest Hills, Tennessee

**CITY ENGINEER:** The City Engineer of the City of Forest Hills, Tennessee or his duly authorized representative.

**CITY MANAGER:** The City Manager of the City of Forest Hills, Tennessee or her duly authorized representative.

**CONTRACTOR:** The individual, firm or corporation selected by the City as the successful bidder who has become a party to the Contract, and his duly authorized representatives.

**PROPOSAL:** The written and signed statement which includes the completed Proposal form duly filed with the City by the person or persons, partnership, company, firm, corporation proposing to do the work contemplated.

**PROPOSAL FORM:** The form bound in these Construction Contract Documents on which the formal bids for the work are to be prepared and submitted.

**SPECIFICATIONS:** The directions, provisions and requirements contained herein pertaining to the method and manner of performing the work or the quantities or qualities of materials to be furnished under the Contract.

**SURETY or SURETIES:** The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the Construction Contract Documents.

**THE WORK or THE PROJECT:** The work or project, including the furnishing of all labor, materials, tools, equipment and incidentals, necessary or required to complete the improvement in conformity with the directions, provisions and requirements of the Specifications, limitations and conditions of the Contract.

Where the following standard specifications are referred to in the Contract, the latest revisions of these specifications shall be used.

<b>AASHTO</b>	-	American Association of State Highways and Transportation Officials
<b>ANSI</b>	-	American National Standards Institute
<b>ASTM</b>	-	American Society for Testing and Materials
<b>ITE</b>	-	Institute of Transportation Engineers
<b>MUTCD</b>	-	Manual on Uniform Traffic Control Devices
<b>TDOT</b>	-	Tennessee Department of Transportation
<b>TDEC</b>	-	Tennessee Department of Environment and Conservation

**PROPOSAL REQUIREMENTS AND CONDITIONS:**

1. **PROPOSAL FORM.** The PROPOSAL BID TABULATION FORM bound in these Construction Contract Documents contains a list of items for work that may be performed and/or materials to be furnished, upon which bid prices are requested.
2. **INTERPRETATION OF ESTIMATE.** The quantities of the work and materials shown on the PROPOSAL BID TABULATION FORM are estimated and are to be used for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Specifications and it is understood that the quantities may be reasonably increased or decreased as hereinafter provided without in any way invalidating the bid process.
3. **EXAMINATION OF DOCUMENTS AND SITE OF THE WORK.** Bidders are advised that the Specifications, Estimates, and Addenda furnished by the City Manager shall constitute all the information that the City will furnish. No other information given by the City or any representative thereof, prior to their execution of the Contract shall become part of or change the Contract, Specifications, or Estimates or be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigation and other data that are necessary for full and complete information that the Proposal may be based. The City and Bidder

mutually agree that submission of the Proposal will be evidence that the Bidder has made the examination and investigation required herein.

4. **PREPARATION OF PROPOSAL** . The Bidder shall submit his proposal on the forms bound in these Construction Contract Documents. Each item for which a quantity of work is shown shall show a unit price, and each item shall be correctly extended and summarized. Should there develop a discrepancy between the unit price and the extended amount shown, the unit price shall govern and the extended amount shall be corrected. The proposal must be properly signed, with the name and the address of the firm, corporation or individual Bidder clearly shown in the space provided. For a corporation the title of the official signing the Proposal and the state in which the corporation was chartered must be shown, and the corporation seal affixed and attested by the secretary.
5. **PROPOSAL GUARANTY**. Each Bidder must submit with Proposal a Bid Bond made by a company qualified and authorized to transact business in the State of Tennessee, in an amount not less than ten percent (10%) of the total amount of his Proposal as a guaranty that, if awarded a contract the Bidder will execute the required contract and furnish the required Performance-Payment Bond within ten (10) days after date of notice of such award.
6. **FILING OF PROPOSAL**. Each Proposal must be filed in a sealed envelope with the City within the time limit for receiving Proposals as stated in the Advertisement and shall be made on the Proposal form attached to the other Construction Contract Documents. The envelope containing the Proposal and other Construction Contract Documents shall contain the name of the project, name and address of the bidder, the bidder's license number, license classification, associated monetary limits, and the date of license expiration for the Prime and Subcontractor(s); otherwise the bid will not be opened. Proposals filed after the scheduled date and hour of opening will be unopened.
7. **WITHDRAWAL OF PROPOSALS**. A Bidder may withdraw, modify or amend his Proposal at any time prior to the scheduled date of opening Proposals by submitting to the City a written statement setting forth the nature of the desired modification or the reason for withdrawal.
8. **OPENING OF PROPOSALS**. The Proposals filed with the City will be opened and publicly read at the time and place stated in the Advertisement. Bidders are invited to be present. Proposals filed in proper order and accepted by the City for consideration and canvass and which has been opened and read may not be withdrawn for a period of 30 days after the opening.
9. **IRREGULAR PROPOSALS** . Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, or irregularities of any kind.

However, the City reserves the right to waive technicalities and make the award in the best interest of the City.

10. **REJECTION OF PROPOSALS.** Each Proposal submitted by a Bidder shall be considered an offer to perform services. The City reserves the right to reject any or all Proposals.
11. **DISQUALIFICATION OF BIDDERS.** Any Bidder using the same or different names for submitting more than one Proposal for the work will be disqualified for further consideration on the work.
12. **CONSIDERATION OF PROPOSALS.** After the Proposals are opened and read, the City will check and tabulate all Proposals and such tabulations will be made public. Until the final award of the Contract, the City reserves the right to reject any or all Proposals, to waive technicalities, and to advertise for new Proposals.
13. **AWARD OF CONTRACT.** The City will award the Contract or reject all Proposals received within 30 days after date of opening Proposals. The award of the Contract, if made, shall be to the lowest responsive, responsible bidder whose proposal complies with the requirements of the City and is found to be in the best interest of the City. Before an award is made, the City reserves the right to investigate the previous experience, financial status, and general reputation of the three (3) lowest bidders.
14. **RETURN OF PROPOSAL GUARANTY.** Bid Bonds of all bidders, except those posted by the three lowest bidders will be returned within ten (10) days of date of award of Contract. Upon final execution of the Contract, the remaining bonds will be promptly returned.
15. **CONSTRUCTION (SURETY) BONDS.** With the execution and delivery of the Contract, the Contractor shall furnish to the City a Performance-Payment Bond for 100% of the project cost as security for faithful performance of the Contract and for payment of all persons performing labor and furnishing material under the Contract. Maintenance provisions of the bonds shall remain in effect for twelve (12) months after acceptance of the work by the City. The bonds shall be in form satisfactory to the City. The Surety shall be a reputable bonding company authorized to transact business in the state in which the work is located and shall be acceptable to the City.
16. **EXECUTION OF CONTRACT.** The Contract shall be executed by the successful bidder and returned to the City with acceptable construction bonds within ten (10) days after the date of notice of award by the City. The Contract, bonds, and other documents shall be approved by the City's attorney before execution and acceptance by the City.
17. **FAILURE TO EXECUTE CONTRACT.** Should the successful bidder to whom the Contract has been awarded fail to execute the Contract and furnish satisfactory construction (surety) bonds within ten (10) days after the date of award, it shall be consideration that he has abandoned his Proposal; the tender of Contract shall be withdrawn; and the amount of the

Proposal guaranty shall be forfeited to the City as fixed and agreed liquidated damages. The filing of the Proposal by any bidder shall be considered as an acceptance by him of this provision.

### **SCOPE OF WORK**

1. **INTENT OF SPECIFICATIONS.** The intent of the specifications is to prescribe a complete work that the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all work as assigned by the City Manager or provided in the plans (if provided with a work order), specifications and other parts of the Contract and shall do such additional, extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Any work or material not described in the specifications but which may be fairly implied as included in any item of the Contract shall be performed and/or furnished by the Contractor without additional charge therefore. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work.
2. **INCREASE OR DECREASE OF QUANTITIES.** The City reserves the right to alter the quantities of work to be performed or to extend or shorten a project or work order at any time, when and as found necessary; and the Contractor shall perform the work as altered, increased or decreased, at the Contract unit price. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract.
3. **ALTERATIONS OF PLANS AND SPECIFICATIONS.** The City reserves the right, at any time, to make such changes in the plans (if plans are provided with a work order) and the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.
4. **EXTRA WORK AND CHANGES IN WORK.** Without invalidating the contract, the City may order extra work or make changes by altering, adding to or deducting from the work. All the work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the City or its City Manager, acting officially for the City, and the price is stated in such order. No changes in the work covered by the approved contract documents shall be made without having prior written approval of the City. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following method:
  - Unit bid price previously approved.
  - An agreed lump sum.

- Cost reimbursement consisting of actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the works plus an amount to be agreed to cover the cost of general overhead and profit.

No claim for extra work or cost shall be allowed unless the same was performed pursuant to a written order of the City Manager, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms above, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

5. **CLEANING UP.** Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and shall keep his materials and equipment in a neat and orderly manner. Immediately upon completion of any section of work and before payment therefore has been made he shall remove from the site all construction equipment, temporary structures, and debris and shall restore the site to a neat, workmanlike condition. Waste material shall be disposed of at locations satisfactory to the City Manager and at the Contractors expense.
  - a) Accumulations of mud or debris that are tracked on to streets or areas adjacent to the work site by construction equipment of the Contractor or any Subcontractor or Supplier, must be removed promptly and not allowed to create a hazard or an unsightly condition.
  - b) Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.
  - c) After completion of all work contemplated under the Contract and before final payment thereon has been made, the Contractor shall make a final cleanup of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.
6. **RIGHTS-OF-WAY AND SUSPENSION OF WORK.** The City will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and right-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the City may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make any claim for damage by reason of said delay, or to withdraw from the contract except by consent of

the City; but the time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

**CONTROL OF WORK AND MATERIALS:**

1. **AUTHORITY OF THE CITY MANAGER.** The City Manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The City Manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials that are to be paid for under this contract and shall decide all questions that may arise in relation to said work and the construction thereof. The City Manager's estimates and decisions shall be final and conclusive, except as otherwise expressly provided herein. In case any questions shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the City Manager shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
  - a) The City Manager shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in disputes.
  - b) Any differences or conflicts in regard to their work, which may arise between the Contractor under this contract and other contractors performing work for the City, shall be adjusted and determined by the City Manager.
  
2. **SAFETY AND HEALTH REGULATIONS.** The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
  - a) These regulations are administered by the Department of Labor whose representatives shall be allowed access to the project for inspection, etc.
  - b) The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours.
  - c) The Contractor shall designate a competent employee to be responsible for complying with the duties enumerated in Subparagraph (c) above.
  - d) The duty of the City Manager or City Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

3. **CONTRACTOR'S OBLIGATION.** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and mean, except as otherwise expressly specified herein necessary or proper and complete all the work required by this contract, in a timely manner, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings of the work (if provided with a work order) covered by this contract and any/all supplemental plans and drawings, and in accordance with the directions of the City Manager as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications; and shall do, carry on, and complete the entire work to the satisfaction of the City Manager and the City.
  - a) The Contractor shall maintain a copy of the plans (if provided with a work order) and specifications available at all times.
  - b) The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof and shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of thoroughly understanding the plans (if provided with a work order) and specifications and shall receive and fulfill instructions from the City Manager or his authorized representative.
4. **CONSTRUCTION GRADES AND STAKES.** The City Engineer may furnish the Contractor with bench marks and control points from which all lines, grades and measurements necessary for the proper prosecution and control of the work shall be set by the Contractor. The Contractor shall satisfy himself as to the accuracy of all measurements before proceeding with the work. In the setting of batter boards the Contractor shall furnish all necessary material and labor. The Contractor shall scrupulously preserve all stakes and markings set by the City Engineer for his own use or for the Contractor's guidance. Any stakes or markings lost or destroyed by the Contractor's forces through negligence shall be replaced by the City Engineer at the Contractor's expense when so ordered by the City Manager.
5. **QUALITY OF MATERIALS AND EQUIPMENT.** Only materials and equipment conforming to the requirements of these specifications shall be used in the work. All materials and equipment furnished for the work shall be new and unused and of recent manufacture.
6. **CONSTRUCTION REVIEW.** The City Manager or his representative will review all phases of the work in progress. The Contractor shall furnish the City Manager with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intents of the plans (if provided with a work order) and specifications.

Should any work be covered or hidden prior to the approval thereof by the City Manager, it shall be uncovered for examination at the Contractor's expense.

#### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

1. **LAWS TO BE OBSERVED.** The Contractor shall at all time, observe and comply with all Federal and State Laws and local ordinances and regulations which in any manner affects the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work.
2. **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
3. **PATENTED DEVICES, MATERIALS AND PROCESSES.** The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
  - a) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, with exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any costs, expenses or damages which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work of after completion of the work.
4. **PUBLIC CONVENIENCE AND SAFETY.** The City's street and road system includes but is not limited to, permanent or temporary highway, street, alley, bikeway, pedestrian pathway, bridge and other road or related structures. Where the work is located in or near city streets, alleys, rights-of-way, or highways the Contractor shall store construction materials, equipment and perform the work in such a manner as will provided reasonably adequate and satisfactory convenience for the general public and residents along the work.
  - a) No street shall be closed without the permission of the City Manager. Where traffic is diverted from the work the Contractor shall provide all materials and perform all work for the construction and maintenance of all required temporary roadways and structures.

- b) Storage of materials and the work shall be arranged so that there shall be free access to all fire hydrants, valves, manholes, and other utility appurtenances.
  - c) Contractor shall take such precautionary measures in the performance of the work as will give maximum protection at all times to persons and property near the work.
5. **BARRICADES AND WARNING SIGNALS.** Where the work is located in or adjacent to any street, alley, or public place, the Contractor shall at his own expense furnish and erect such barricades, fences, and warning lights and shall provide such security guards as are required to protect persons, property and the work. Barricades shall be reflectorized so as to be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. The Contractor shall be solely responsible for all damages to the work due to failure of barricades, signs, lights, and watchmen to protect it. The Contractor's responsibility for the maintenance of barricades, signs, lights, and security guards shall not cease until the project has been finally accepted by the City.
6. **USE OF EXPLOSIVES.** Should the Contractor elect to use explosives in the prosecution of the work, the Contractor shall exercise the utmost care so as not to danger life or property, and the Contractor shall carry on such work in compliance with the applicable state and local laws and ordinances regulating the use of explosives. Where explosives are stored or kept, they shall be marked plainly, "Dangerous Explosives". When explosives are used, the Contractor shall carry adequate blasting insurance.
7. **PRIVILEGES OF THE CONTRACTOR IN STREETS, ALLEYS, AND RIGHTS-OF-WAY.** For the performance of the contract, the Contractor will be permitted to occupy such portions of the public property as will not unduly restrict traffic or endanger the public.
8. **EXISTING GAS LINES.** The Contractor shall notify Tennessee One Call (1-800-351-1111) three working days prior to any excavation.
- a) Contractor acknowledges that gas lines for the transmission or distribution of natural, manufactured, or liquidated petroleum gas are dangerous to work around and can cause serious accidents, and that accidents can be caused by direct damage to the gas main or service lines during construction or by settlement in the trenches, or settlement of structures after construction is completed. The Contractor shall take every possible precaution to minimize the hazards of working in proximity to gas lines and shall be solely responsible for any danger to them for any injury to persons or damage to property arising from or caused by his operation.
  - b) No excavation or other work shall be done by the Contractor within ten (10) feet of a high pressure gas transmission line until the owner of the gas line has been notified not less than 48 hours in advance of such work and until the gas line has been exposed sufficiently to determine its exact horizontal and vertical location. In addition, the

owner of the gas lines shall be allowed to keep a qualified representative present while any construction work that could damage such line is being done.

- c) Where work is to be done in areas served by medium and low pressure gas distribution systems, the Contractor must notify the owner of such system not less than 24 hours before such work is started and the Contractor must give such owner the opportunity to keep a representative present during this construction work, or to locate and stake out all gas lines. In such case, the Contractor shall cooperate with the representative of the owner of the gas lines as to avoid damage to them.
- d) Should any gas main or service line or other gas facility be damaged during this construction work, the following minimum precautions shall be taken by the Contractor:

Immediately notify the owner of the gas facility of the nature and location of such damage.

Stop all construction work that could cause any further damage to the gas facilities or hazards to other persons or property.

Give adequate warning to any persons or property that could be injured or damaged and take other necessary safety precautions.

Permanent repairs shall be made only by the owners of the gas facility. The inspector, or the City Manager does not have the responsibility or authority to supervise or inspect repairs to damage gas facilities.

- e) Contractor shall not construct any structure over or immediately adjacent to a gas pipeline or gas facility. Gas pipelines shall not pass-through manholes or other structures.

9. **PROTECTION AND RESTORATION OF PROPERTY.** The Contractor shall not enter upon private property for any purpose without first obtaining permission from its owner and he shall be responsible for the preservation of, and shall use every precaution necessary to prevent damage to, all trees, shrubbery, fences, bridges, culverts, pavement, driveways, sidewalks, etc. and to all water sewer, gas, telephone, and electric lines thereof, and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representative of any public service corporation, any company or individual not less than twenty four (24) hours in advance of any work which might damage or interfere with the operation of their work which might damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner of method of executing the work or due to his non-execution of the work or at any time due to defective work or materials.

- a) When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore, at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damages or injury in an acceptable manner.

**10. PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED.** Where the proper accomplishment of the work requires that any property of privately owned public utilities be cut, relocated, rebuilt, or otherwise disturbed in any way, the City shall upon proper application by the Contractor, notify the utility owner to make the required changes. The Contractor prior to making application to the City, shall make all preliminary arrangement with the utility owner, including the scheduling of work. The City shall not be responsible for any delays in the accomplishment of the required changes on utility property by reason of the Contractor's failure to schedule the work properly or otherwise; and in no case shall the Contractor be allowed any claim for extension of time or additional compensation based on failure of the utility owner to make the required changes within the stipulated period of time.

**11. SERVICE CONNECTIONS.** Where service connectors or lines from water mains or sewers to the user's premises are disconnected, broken, damaged or otherwise rendered inoperative by the Contractor for any reason, the Contractor shall, at his own expense, repair or replace same and restore service to the premises at the earliest possible time.

- a) Where service connections or lines from gas mains to the user's premises are disconnected, broken, damaged or otherwise rendered inoperative by the Contractor for any reason, Contractor shall immediately notify the user to cut off all gas appliances, and shall notify the gas utility. Under no event shall the Contractor repair the service line or otherwise restore services to the premises.

**12. TEMPORARY SEWER AND DRAIN CONNECTIONS.** When existing storm or sanitary sewers are required to be taken up, moved, or rebuilt, the Contractor, at his own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers and sewer outlets connected to or served by the sewers to be rebuilt, and where necessary, shall provide adequate pumping facilities; and shall maintain these services until such time as the permanent sewers and connections are built and in service.

**13. WATER AND ELECTRICITY.** It shall be the responsibility of the Contractor to provide and maintain at his own expense an adequate supply of water and electricity required for the work.

**14. CONTRACTOR'S AND SUBCONTRACTOR INSURANCE.** The Contractor shall provide adequate insurance to protects the Contractor, his subcontractors, the City, and the City Manager and/or his representative against damage claims which may arise out of or result from the

execution of the work whether such execution be by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable. In all cases, the insurance shall list the City as an additionally insured party.

- a) The Contractor shall not commence work on the project until he has obtained all insurance required under this paragraph and such insurance has been accepted by the City, nor shall the Contractor allow any subcontractor to commence work until the insurance required on the subcontractor has been obtained and accepted.
- b) All insurance policies shall include a clause which states, in effect, that the policy will not be canceled, modified, nor allowed to expire until ten (10) days written notice has been received by the City prior to such cancellation, modification, or expiration.
- c) The Contractor shall furnish the City a certificate or certificates of insurance issued by an insurance company duly licensed to engage in the business of insurance in the state where the work is located as evidence that the required insurance policies have been procured and are in force.
- d) The Contractor shall procure and maintain during the life on the contract the following insurance:
  - i. Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage;
  - ii. Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage;
  - iii. Worker's Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per claim and in the aggregate; and
  - iv. Builders Risk Insurance, where applicable, as will protect the Contractor and City from loss or damage whole the projects under construction and prior to full acceptance thereof by the City. The policies shall be payable to the Contractor and to the Contract specifications, the project(s) covered by the contract, and the Contractor and his Surety shall be obligated for full performance of the Contractor's undertaking.

The Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

The Contractor shall provide to the City certificates of insurance evidencing compliance with the requirements of this section. The certificates will show the City as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess insurance policies and contain a waiver of subrogation clause in favor of the City.

15. **LIABILITY FOR CLAIMS (CONTRACTUAL INDEMNITY).** In addition to the requirements to procure and maintain the insurance specified above, the Contractor, also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City or any of its employees, officers or agents, the City Manager as he may act under the Contract, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees (each a "Claim") and, from all expense in defending Claims, including without limitation court cost, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person and/or resulting from Claims for injury to or destruction of property, including loss or use thereof, caused by arising from, incident to, connected with or growing out of the performance of the contract, including without limitations, the act or omission of the Contractor and his agents, servants, or employees, and/or by any subcontractor and his agents, servants or employees.
16. **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Until acceptance by the City Manager, or by any of his duly authorized representatives, as provided in these specifications, the work shall be under the charge and care of the Contractor and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the forenamed causes before acceptance.
17. **NO WAIVER OF LEGAL RIGHTS.** Construction review by the City Manager, or by any of his duly authorized representatives, any order, measurement or certificate by the City Manager, any order by the City for payment of money, any payment for, or acceptance of, any work or any extension of time or possession taken by the City, shall not operate as a waiver of any provisions of the Contract or any power therein reserved to the City or any rights of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.
18. **SUBCONTRACT AND ASSIGNMENTS.** The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors.
  - a) The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which

statement shall contain such information as the City may require. All subcontractors shall carry insurance as specified above.

- b) The Contractor shall be fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- d) Nothing contained in this Contract shall create any contractual relation between and subcontractor and the City.
- e) The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

19. **CONSTRUCTION SCHEDULE.** Contractor shall not commence performance of Services prior to 7:00 AM, nor extend past sundown, except as directed by the City Manager. All work shall be completed in a timely manner within the specified time frame given by the City Manager for each work order. Delays deemed unacceptable by the City shall be grounds for termination of this Contract.

20. **PROSECUTION OF WORK.** The Contractor shall continually and diligently prosecute the work in such order and manner, and with an ample force of men and equipment that will accomplish the work in as safe and workmanlike manner.

21. **CHARACTER OF WORKERS AND EQUIPMENT.** The Contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this Contract. In general, the Contractor shall give preference to qualified local residents but in no case shall he employ any person whose age or physician condition is such as to make his employment dangerous to the health or safety of himself or of others employed on the work.

- a) All workers shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified careful and efficient mechanics shall be used.
- b) Any employee of the Contractor who may be adjudged by the City to be incompetent, untrustworthy or otherwise undesirable shall be removed from the work immediately upon request of the City and shall not be re-employed on the work thereafter.
- c) The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress.

## TECHNICAL SPECIFICATIONS

1. **ROADWAY SPECIFICATIONS.** Unless otherwise noted, all aspects of this project shall be constructed in accordance with, and all materials shall be in compliance with, the current edition of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction," including all revisions and special provisions. Unless otherwise noted in a Work Order or this Contract, all aspects of this project shall be constructed in accordance with TDOT Standard Drawings, found at the following internet link:

<https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>

2. **EROSION CONTROL SPECIFICATIONS.** Unless otherwise noted, all work orders containing erosion/sediment control components, water quality components, ditch linings, etc., shall be constructed in accordance with the latest edition of the Tennessee Department of Environment and Conservation Erosion and Sediment Control Handbook.

# Pavement Technology, Inc.

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: 440-892-1895  
[www.pavetechinc.com](http://www.pavetechinc.com)

April 22, 2026

Mr. Luis Camarillo Hernandez, E.I.  
Senior Engineer  
City of Lakeland  
10001 Highway  
70 Lakeland, TN 38002

Dear Mr. Hernandez:

We are pleased to offer our proposal to apply Reclamite<sup>®</sup> asphalt rejuvenator to the streets listed below.

<b>CANADA WOODS STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
NOVA SCOTIA LN	SASKATOON DR	YUKON DR	2,510	\$3,137.50
NOVA SCOTIA LN	NOVA SCOTIA LN	CUL-DE-SAC NE	425	\$531.25
QUEBEC LN	YUKON DR	CANADA RD	1,800	\$2,250.00
SASKATOON DR	YUKON DR	NOVA SCOTIA LN	864	\$1,080.00
SASKATOON DR	NOVA SCOTIA LN	BEGIN DIVIDE	1,265	\$1,581.25
SASKATOON DR	BEGIN DIVIDE	CANADA RD	255	\$318.75
SASKATOON DR	CANADA RD	END DIVIDE	254	\$317.50
YUKON DR	DEAD END S	SASKATOON LN	1,069	\$1,336.25
YUKON DR	SASKATOON LN	NOVA SCOTIA LN	1,704	\$2,130.00
YUKON DR	NOVA SCOTIA LN	QUEBEC LN	939	\$1,173.75
YUKON DR	QUEBEC LN	DEAD END N	468	\$585.00
<b>CREEKSIDE MANOR PHASE 1 STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
JUNIPER CREEK CV	SAFFRON SPRING DR	CUL-DE-SAC E	506	\$632.50
SAFFRON SPRING DRIVE	DEAD END S	SAFFRON VALLEY LN	901	\$1,126.25
SAFFRON SPRING DRIVE	SAFFRON VALLEY LN	KENSINGTON PARK DR	950	\$1,187.50
SAFFRON SPRING DRIVE	KENSINGTON PARK DR	LAWRENCEBURG LN N	890	\$1,112.50
SAFFRON SPRING DRIVE	LAWRENCEBURG LN N	BEGIN DIVIDE	896	\$1,120.00
SAFFRON SPRING DRIVE	BEGIN DIVIDE	HIGHWAY 70	257	\$321.25
SAFFRON SPRING DRIVE	HIGHWAY 70	END DIVIDE	254	\$317.50

SAFFRON SPRING DRIVE	HIGHWAY 70	END SPLIT	1,199	\$1,498.75
SAFFRON SPRING DRIVE	END SPLIT	HIGHWAY 70	1,208	\$1,510.00
SAFFRON SPRING DRIVE	END SPLIT	SPRUCE RIDGE LN	638	\$797.50
SAFFRON SPRING DRIVE	SPRUCE RIDGE LN	JUNIPER CREEK DR	1,505	\$1,881.25
SAFFRON SPRING DRIVE	JUNIPER CREEK DR	TAOS TRAIL DR	832	\$1,040.00
SPRUCE RIDGE LN	SAFFRON SPRING DR	CYPRESS HOLLOW DR	1,121	\$1,401.25
TAOS TRAIL DR	SAFFRON SPRING DR	CYPRESS HOLLOW DR	1,167	\$1,458.75
TAOS TRAIL DR	TAOS TRAIL DR	CUL-DE-SAC NW	560	\$700.00
TAOS TRAIL DR	CYPRESS HOLLOW DR	EVERGREEN CREEK DR	806	\$1,007.50
<b>CREEKSIDE MANOR PHASE 2 STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
CYPRESS HOLLOW DR	SPRUCE RIDGE LN	TAOS TRAIL DR	2,242	\$2,802.50
EVERGREEN CREEK DR	SPRUCE RIDGE LN	TAOS TRAIL DR	1,956	\$2,445.00
EVERGREEN CREEK DR	EVERGREEN CREEK DR	CUL-DE-SAC NE	518	\$647.50
SPRUCE RIDGE LN	CYPRESS HOLLOW DR	EVERGREEN CREEK DR	777	\$971.25
SPRUCE RIDGE LN	SPRUCE RIDGE LN	CUL-DE-SAC SE	513	\$641.25
<b>KIMBERLY TRACE STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
BOYINGTON CV	CUL-DE-SAC S	VALKRIE LN	369	\$461.25
CONTIWOOD CV	CUL-DE-SAC S	VALKRIE LN	378	\$472.50
VALKRIE LN	FLETCHER TRACE PKWY	CONTIWOOD CV	664	\$830.00
VALKRIE LN	CONTIWOOD CV	BOYINGTON CV	678	\$847.50
VALKRIE LN	BOYINGTON CV	DEAD END E	1,316	\$1,645.00
<b>LAKELAND HEIGHTS STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
CARLY DR	TONI ROSE DR	MAYS GLADE DR	2,395	\$2,993.75
DAY LILY DR	HAMPTON DR	OLD BROWNSVILLE RD	974	\$1,217.50
HAMPTON DR	TONI ROSE DR	DAY LILY DR	699	\$873.75
HAMPTON DR	HAMPTON DR	CUL-DE-SAC NW	684	\$855.00
HAMPTON DR	DAY LILY DR	MAYS GLADE DR	1,707	\$2,133.75
HAMPTON DR	HAMPTON DR	CUL-DE-SAC NE	544	\$680.00
MAYS GLADE DRIVE	TONI ROSE DR	HAMPTON DR	1,511	\$1,888.75
MAYS GLADE DRIVE	HAMPTON DR	CARLY DR	601	\$751.25
MAYS GLADE DRIVE	CARLY DR	EVERGREEN RD	1,262	\$1,577.50
TONI ROSE DR	CARLY DR	MAYS GLADE DR	1,054	\$1,317.50
TONI ROSE DR	MAYS GLADE DR	HAMPTON DR	867	\$1,083.75
<b>VERANDA WOODS STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQUARE YARDS</b>	<b>AMOUNT</b>
VERANDA WOODS CV	LOOP	EVERGREEN RD	2,040	\$2,550.00
<b>SUBTOTAL</b>			<b>48,992</b>	<b>\$61,240.00</b>
MOBILIZATION				\$1,500.00
<b>TOTAL</b>				<b>\$62,740.00</b>

The unit price of \$1.25 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work in accordance with the City of Forest Hills contract specifications.

This pricing is in effect until May 28, 2026.

Actual field measurements will determine final quantities.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

*Zack Helm*

Zack Helm  
[zhelm@pavetechinc.com](mailto:zhelm@pavetechinc.com)




Accepted by: \_\_\_\_\_ Date

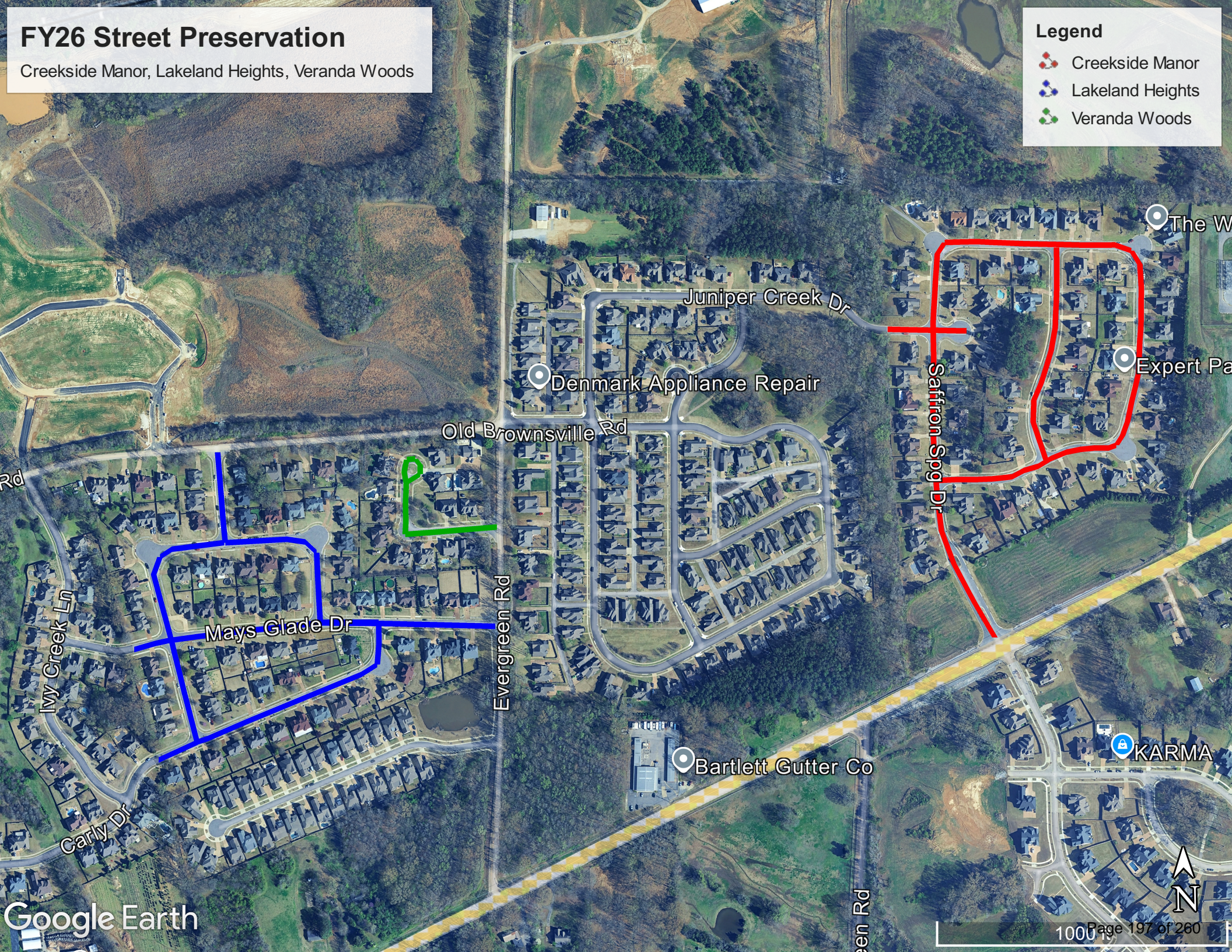
***Mastercard and Visa accepted; if paying via credit card, a 4% surcharge will apply.***

# FY26 Street Preservation

Creekside Manor, Lakeland Heights, Veranda Woods

**Legend**

-  Creekside Manor
-  Lakeland Heights
-  Veranda Woods



# FY26 Street Preservation

Canada Woods

**Legend**


- Canada Woods



# FY26 Street Preservation

Kimberly Trace

## Legend

 Kimberly Trace



Meeting Cycle: Thursday, May 7, 2026

Subject:

**Resolution** - approving the lease of a line marking robot from Tiny Mobile Robot.

Staff Contact: John Proctor, Recreation Manager

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**STAFF RECOMMENDATION**

Staff recommends the Board of Commissioners approve Resolution R-60-2026.

**BUDGET IMPACT**

This is an annual lease of \$7,052.97 which will be allocated to the Parks and Recreation operation budget.

**DISCUSSION**

The Parks and Recreation Department ended our contract with Turf Tank due to several issues with the robot and lack of customer support. We will not be responsible for the remaining lease with the appropriate notice given to Turf Tank. The lease with Tiny Mobile Robot will be a more up-to-date robot with a guarantee on customer support for our staff and with their equipment. The lease with Tiny Mobile Robot will be a cheaper lease per year than the Turf Tank lease.

RESOLUTION R-60-2026

APPROVING THE LEASE OF A LINE MARKING ROBOT FROM TINY MOBILE  
ROBOT

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**WHEREAS,** the City of Lakeland, Tennessee, (the "City") desires to lease a Tiny Mobile Robot and,

**WHEREAS,** the Tiny Mobile Robot will allow City staff to continue to paint our sports fields and Lakeland School Systems sports fields efficiently and in a timely manner and,

**WHEREAS,** funding for this lease is appropriated in the Fiscal Year 2026 with the lease being for an annual rate of Seven Thousand and Fifty-Two Dollars and Ninety-Seven Cents (\$7, 052.97).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to lease a Tiny Mobile Robot for an annual rate of Seven Thousand and Fifty-Two Dollars and Ninety-Seven Cents (\$7, 052.97).

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, this 7<sup>TH</sup> day of May 2026, the public welfare requiring it.

ATTEST:

---

Josh Roman  
*Mayor*

---

Rebecca Hume  
*City Recorder*



**TINY  
MOBILE  
ROBOTS**

# LAKELAND DEPARTMENT OF PARKS & RECREATION

#20260112-134855382

**Issued**

January 12, 2026

**Expires**

July 1, 2026

---

**TinyMobileRobots**

1634 Cobb International Blvd NW

Kennesaw, Georgia 30152

United States

Hayden Ariaz

har@tinymobilerobots.com

Prepared for

**Lakeland Department of Parks & Recreation**

10001 Highway 70  
Lakeland, Tennessee 38002  
United States

Andrew Fisher  
Parks and Recreation Director  
afisher@lakelandtn.org  
901.867.2717

John Proctor  
Recreation Manager  
jproctor@lakelandtn.org  
901-317-6021

Products & Services	Item #	Quantity	Unit price	Price
TinyMobileRobots Pro X	100-1151-21	1	\$37,750.00	\$37,750.00
6 Years TinyConnectivity RTK, Cellular, Live Support, Cloud Software Updates, Back-Up & Security	120-1062-01- USAIR	1	\$11,940.00	\$11,940.00
Installation Robot Configuration & Training Fee	120-1036-01- USSP	1	\$1,995.00	\$1,995.00
Custom Designs Template	110-1017-01-USSP	1	\$2,035.00	\$2,035.00

One-time subtotal	\$53,720.00
<hr/>	
CRU Discount	(\$17,550.00)
<hr/>	
Free Custom Designs and Logos	(\$2,035.00)
<hr/>	
<b>Total</b>	<b>\$34,135.00</b>
<b>Total contract value</b>	<b>\$34,135.00</b>

## Comments

### Lease Offer | 6-years

**\$7,052.97**/year

- Signed agreement performed through First Western Municipal Leasing Program.
- \$1.00 purchase option at end of 6-year lease period.
- The contract includes non-appropriation language that allows the customer to return equipment if funds are not appropriated in the following year's budgets.

*-The estimated offer does not include taxes or fees.*

## Shipping & Billing Information

**\*Please review the information below. If updates are needed, please complete the form below.**

**Tax Exempt Status:**

**Public or Private:**

**Liftgate Requirements:**

### Billing Information

**Contact Name:** Andrew Fisher

**Contact Phone Number:** +19018672717

**Contact Email:** afisher@lakelandtn.org

**Billing Address:** 10001 Hwy 70, Lakeland TN 38002 United States

### Shipping Information

**Contact Name:** John Proctor

Contact Phone Number: 9013176021  
Contact Email: jproctor@lakelandtn.org  
Shipping Address: ,

## Customer Information

Contact Email\*

Is your organization sales tax exempt?\*

What Information do you need to update or upload?\*

- Billing Information
- Shipping Information
- Purchase Order (PO)

This reCAPTCHA is for testing purposes only. Please report to the site admin if you are seeing this.

protected by reCAPTCHA

[Privacy](#) - [Terms](#)

Submit

## Warranty

To view TinyMobileRobots' Warranty Policy, please refer to [this link](#).

## Terms & Conditions

To view TinyMobileRobots' Terms & Conditions, please refer to [this link](#).

## End User License Agreement

To view TinyMobileRobots' End User License Agreement, please refer to [this link](#).

## W-9

To view TinyMobileRobots' W-9, please refer to [this link](#).

## Return Guarantee

To view TinyMobileRobots' Return Guarantee, please refer to [this link](#).

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Andrew Fisher**  
afisher@lakelandtn.org

[ sig|req|signer1 ]

## Tiny Mobile Robot Pro X



TinyLineMarker

# PRO X

The TinyLineMarker Pro X. It's workhorse meets genius. It was designed to line fields day in and out and still deliver perfect results, regardless of your surface or surroundings. From parks & rec departments to sprawling sports complexes, the Pro X delivers fast, flawless, no-sweat line painting.

- ✓ A 5-GALLON JUG KEEPS YOU MOVING FROM FIELD TO FIELD
- ✓ ALL DAY, ALL TERRAIN. BRING IT ON.
- ✓ 200+ FIELD TEMPLATES

## Product description

Finally. A field painting robot that handles the dirty work. Stop crawling around with strings and stakes. Your fields need fresh, regulation lines weekly. The Pro X paints them for you. It's precise, fast, and consistent. So you can tackle the dozen other things demanding your attention.

### **What it does:**

- Paints sports field lines autonomously using GPS and tablet control
- Handles 50+ different sports, including soccer, football, baseball, lacrosse, and track lanes
- Custom logo painting capability for sponsors, emblems, team logos, and lettering
- Works on most terrain, from natural turf to artificial surfaces

### **What you get:**

- 5-gallon paint capacity → Paint multiple fields without refilling
- 25 minutes for a whole soccer field → Complete 11v11 field faster than your old manual method
- 5-minute field setup → From arrival to painting in less time than it takes to unroll strings
- 77-pound portable design → One-person operation, easy transport
- Multi-select feature → Queue up multiple fields to paint in sequence
- Low paint alert system → Automatic notifications to your tablet when paint runs low

Meeting Cycle: Thursday, May 7, 2026

Subject:

**Resolution** - approving the implementation of a neighborhood beautification program and related policies, including the grant application process.  
*Recommended by Community Advisory Board*

Staff Contact: Paul Posey, Staff Engineer

---

**STAFF RECOMMENDATION**

City staff recommends the Board of Commissioners approve Resolution R-57-2026.

**BUDGET IMPACT**

This expenditure is allocated in the approved Fiscal Year 2026 annual budget for the General Fund and the proposed Fiscal Year 2027 budget for the General Fund.

**DISCUSSION**

The Community Advisory Board (CAB) is sponsoring the Lakeland Neighborhood Beautification Projects. These projects will be open to Lakeland residents to get together and work on beautifying their neighborhoods. The projects will be funded by the City in coordination with the CAB. The online application will be open to the public and will be on a first come, first served basis. Around 12 neighborhoods could be awarded up to \$1,000.00. Only 1 project can be awarded per neighborhood per year. More details are provided in the City of Lakeland Neighborhood Beautification Grant Program Policy documentation.

RESOLUTION R-57-2026

APPROVING THE IMPLEMENTATION OF A NEIGHBORHOOD BEAUTIFICATION PROGRAM AND RELATED POLICIES, INCLUDING THE GRANT APPLICATION PROCESS.

---

**WHEREAS,** the Community Advisory Board has requested that the Board of Commissioners of the City of Lakeland, Tennessee approve a neighborhood beautification program and related policies including grant application process; and

**WHEREAS,** funding for this program is appropriated in the Keep Lakeland Beautiful line item of the General Fund for Fiscal Year 2026 and in the proposed Fiscal Year 2027 budget:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland Tennessee, approve the Neighborhood Beautification program and its related policies.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee on this 7<sup>th</sup> day of May 2026, the public welfare requiring it.

ATTEST:

---

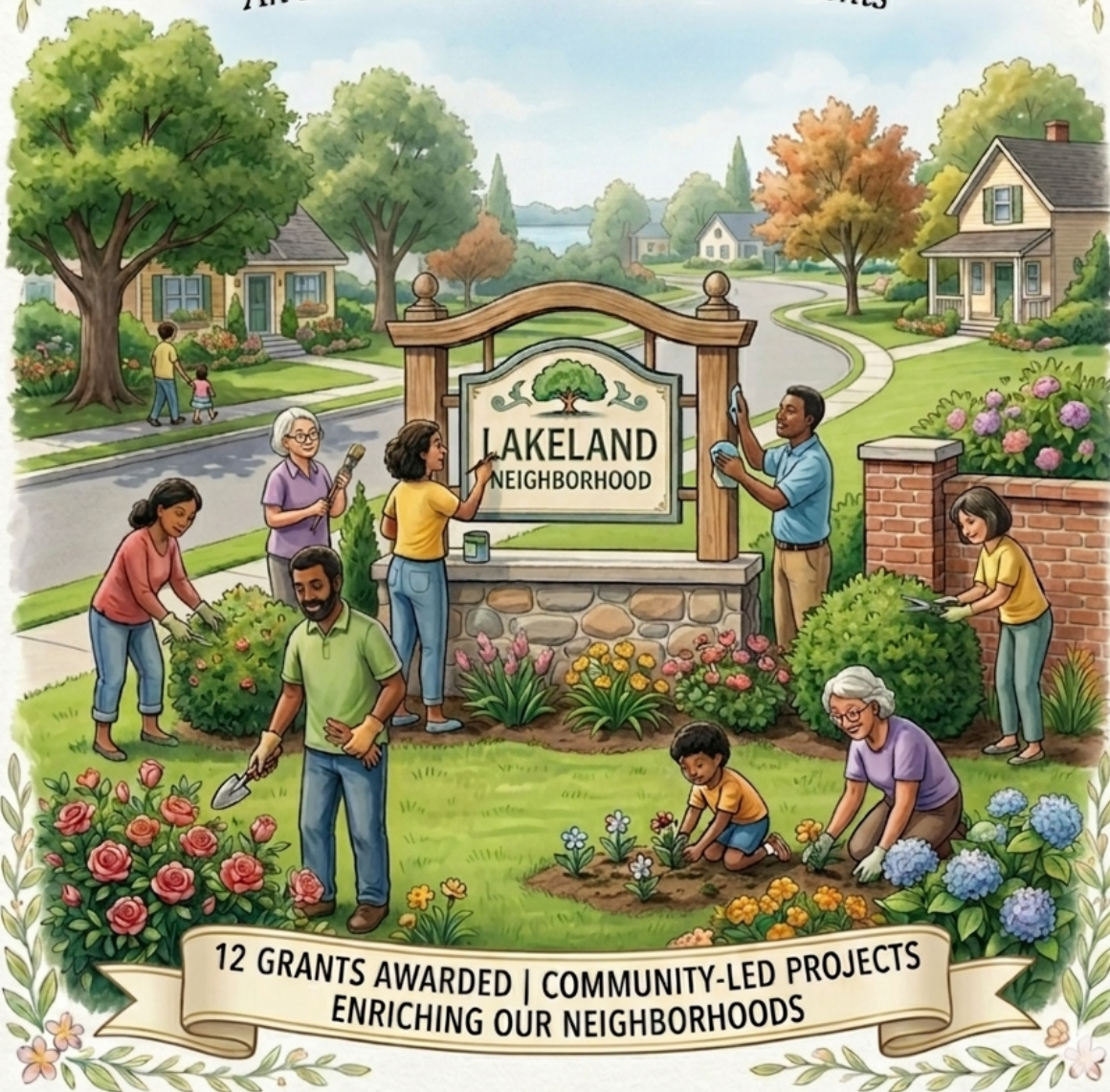
Josh Roman  
*Mayor*

---

Rebecca Hume  
*City Recorder*

# NEIGHBORHOOD BEAUTIFICATION PROGRAM

*An Initiative for Residents, By Residents*



# CITY OF LAKELAND NEIGHBORHOOD BEAUTIFICATION GRANT PROGRAM POLICY

---

## 1. ELIGIBILITY

- Applicant must be a **resident, neighborhood group, or HOA** within city limits
- Projects must be **visible to the public** (common areas, entryways, medians, etc.)
- HOA-sponsored projects are encouraged but not required

## 2. FUNDING STRUCTURE

- Grant awards range from **\$500 to \$1,000 per project**
- **HOA match requirement:**
  - If an HOA exists → **100% matching contribution required** (not in-kind)
  - If no HOA → match is **encouraged but not required**
- Matching funds can include:
  - Materials or donated services (with receipts)
  - Direct financial contribution

## 3. ELIGIBLE PROJECT TYPES

Projects should enhance curb appeal, community pride, and neighborhood aesthetics, such as:

- Landscaping (plants, trees, mulch, flowers)
- Permanent Neighborhood signage or entry features
- Community gardens
- Park or common area improvements
- Minor façade improvements (paint, planters, etc.)

## 4. INELIGIBLE EXPENSES

- Routine maintenance (mowing, regular upkeep)
- Private backyard improvements not visible to the public
- Personal property enhancements (unless broadly visible and beneficial)

- Salaries or stipends
- Projects already completed prior to approval

## 5. APPLICATION REQUIREMENTS

Applicants must submit:

- Completed application form
- Brief **project description and goals**
- Project anticipated start and end date
- **Budget breakdown** (including match, if applicable)
- Photos of current site
- Simple site sketch or plan (if applicable)
- HOA approval letter (if within an HOA)

## 6. SELECTION CRITERIA

Projects will be evaluated based on:

- Visual and community impact
- Level of neighborhood involvement
- Feasibility and budget clarity
- Sustainability/long-term maintenance plan
- Leveraging of matching funds (if applicable)

## 7. PROJECT REQUIREMENTS

- Must be completed within **60–90 days** of approval
- Must comply with all **local codes and ordinances**
- Any required permits must be obtained by the applicant
- City reserves the right to inspect project progress

## 8. PAYMENT & REIMBURSEMENT

- Funds distributed as **reimbursement**
- Receipts and photos of completed project required

- Matching contributions must be documented

## 9. MAINTENANCE COMMITMENT

- Applicant (or HOA) agrees to **maintain the project for the duration of its existence**
- Failure to maintain may impact eligibility for future funding

## 10. RECOGNITION

- City may install a **small recognition sign** or feature project on social media
- Before/after photos may be used for promotional purposes



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - amending the City of Lakeland Financial Policies Manual to include Use of Excess Sales Tax to Reduce Citizen Fees. *Sponsored by Mayor Roman*

Staff Contact: Sue Matthews, Finance Director

---

### **STAFF RECOMMENDATION**

City staff recommends the Board of Commissioners approve Resolution R-67-2026.

### **BUDGET IMPACT**

There is no immediate budget impact from this item.

### **DISCUSSION**

The amendment to the Financial Policies Manual for Use of Excess Sales Tax Revenues to Reduce Citizen Fees is intended to utilize sales tax collections that exceed budgeted projections to reduce or stabilize fees charged to citizens for City services.

RESOLUTION R-67-2026

AMENDING THE CITY OF LAKELAND FINANCIAL POLICIES MANUAL TO INCLUDE  
USE OF EXCESS SALES TAX TO REDUCE CITIZEN FEES

---

**WHEREAS,** the Board of Commissioners of the City of Lakeland adopted a Financial Policies Manual on April 9, 2020, with Resolution 20/04-01; and,

**WHEREAS,** the City of Lakeland is committed to responsible fiscal stewardship and transparency; and

**WHEREAS,** sales tax revenue represents a significant source of funding for the City's operations; and

**WHEREAS,** sales tax collections are expected to grow as a result of planned development in the City; and

**WHEREAS,** the Board of Commissioners desires to establish a clear policy to guide the strategic use of excess sales tax revenues in a manner that provides direct financial relief to residents while preserving long-term fiscal sustainability and service quality:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Lakeland, Tennessee, that the amendment to the Financial Policies Manual attached hereto be adopted and implemented in practice effective immediately.

**APPROVED AND ADOPTED** by the Board of Commissioners of Lakeland, Tennessee this 7th day of May 2026, the public welfare requiring it.

ATTEST:

---

Josh Roman  
Mayor

---

Rebecca Hume  
City Recorder

# CITY OF LAKELAND TENNESSEE



## FINANCIAL POLICIES MANUAL

Adopted: April 9, 2020





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## 1. Governance

### 1.1. Authority and Adoption

- 1.1.1. The Board of Commissioners is responsible for legislation, policy formulation, and overall direction setting of the City of Lakeland, Tennessee (the "City"). This includes the approval of financial policies which establish and direct the City's operations. The City Manager is responsible for carrying out the policy directives of the Board of Commissioners and managing the day-to-day operations of the City. The policies contained herein shall be administered on behalf of the Board of Commissioners by the City Manager and the Finance and Human Resources Director.
- 1.1.2. The financial policies contained herein shall be adopted by resolution of the Board of Commissioners.

### 1.2. Amendments

- 1.2.1. As necessary, the City Manager and/or the Finance and Human Resources Director will present recommendations for any amendments, deletions, additions, improvements, or clarifications to these financial policies. For changes to these policies to be effective, the Board of Commissioners must take formal action to do so and adopt a resolution or ordinance, as applicable, in which the policy is amended.
- 1.2.2. With the formal resolution to adopt the policies contained herein, the following previous resolutions are hereby amended and/or superseded:
  - 1.2.2.1. Resolution 2016/12-103 – *A Resolution Adopting a Revised Debt Management Policy for the City of Lakeland*
  - 1.2.2.2. Resolution 2016/12-104 – *A Resolution Adopting a Fund Balance Policy for the City of Lakeland*
- 1.2.3. The following financial policies were approved by the Board of Commissioners via Ordinance, and are not amended or superseded by the resolution to adopt this document – amendment of these Ordinances, as and if so desired, shall require the approval of an ordinance by the Board of Commissioners, upon public notice and two readings:
  - 1.2.3.1. Ordinance 06-96 – *An Ordinance of the City of Lakeland Providing Standards for Ethics and the Procedure for Handling Complaints of Alleged Violations*
  - 1.2.3.2. Ordinance 08-124 – *An Ordinance of the City of Lakeland Amending Section 5-101 of the Lakeland City Code to Provide for Official Depositories for City Accounts*
  - 1.2.3.3. Ordinance 08-128 – *An Ordinance Amending Ordinance 07-105 Pertaining to Sanitary Sewer User Rates, Sanitary Sewer Recapture Fees, Stormwater User Fees, and Sanitation Fees* (Remaining un-amended section of Ordinance related to Stormwater User Fees)
  - 1.2.3.4. Ordinance 13-184 – *An Ordinance of the City of Lakeland to Establish a Municipal Purchasing Policy for the City of Lakeland and Amend Purchasing Limits*
  - 1.2.3.5. Ordinance 13-186 – *An Ordinance Establishing Calendar Year 2013 Sanitation Collection Rates for Lakeland Residential Customers*
  - 1.2.3.6. Ordinance 17-249 – *An Ordinance Establishing Sewer User Rates and Sewer Charge Adjustments*
- 1.2.4. Should the Board of Commissioners approve 1) a resolution or resolutions changing the financial policies contained herein or 2) an ordinance or ordinances changing information in the above section 1.2.3., the City Manager and Finance and Human Resources Director will update this Financial Policies Manual with the approved changes.

### 1.3. Ethics (Ordinance 06-96)

#### 1.3.1. Applicability

- 1.3.1.1. This chapter is the code of ethics for personnel of the municipality (the City of Lakeland). It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including

those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words “municipal” and “municipality” include these separate entities.

## 1.3.2. Definition of “personal interest”

1.3.2.1. For purposes of 1.3.3. and 1.3.4., “personal interest” means:

1.3.2.1.1. Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

1.3.2.1.2. Any financial, ownership, or employment interest in a matter to be regulated or supervised; or

1.3.2.1.3. Any such financial, ownership, or employment interest of the official’s or employee’s spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

1.3.2.2. The words “employment interest” include a situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.

1.3.2.3. In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

## 1.3.3. Disclosure of personal interest by official with vote

1.3.3.1. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official’s vote on the measure. In addition, the official may recuse himself or herself from voting on the measure.

## 1.3.4. Disclosure of personal interest in nonvoting matters

1.3.4.1. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion must disclose, when possible, the interest on a form provided by and filed with the recorder.

## 1.3.5. Acceptance of gratuities, etc.

1.3.5.1. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality:

1.3.5.1.1. for the performance of an act, or refraining from performance of an act, that he/she would be expected to perform, or refrain from performing, in the regular course of his/her duties; or

1.3.5.1.2. that might reasonably be interpreted as an attempt to influence his/her action, or reward him/her for past action, in executing municipal business.

## 1.3.6. Use of information

1.3.6.1. Any official or employee may not disclose any information obtained in his/her official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

1.3.6.2. An official or employee may not use or disclose information obtained in his/her official capacity or position of employment with the intent to result in financial gain for himself/herself or any other person or entity.

## 1.3.7. Use of municipal time, facilities, etc.

1.3.7.1. An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself/herself.

1.3.7.2. An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

## 1.3.8. Use of position or authority

1.3.8.1. An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

1.3.8.2. An official or employee may not use or attempt to use his/her position to secure any privilege or exemption for himself/herself or others that is not authorized by the charter, general law, or ordinance or policy of the municipality.

## 1.3.9. Outside employment

1.3.9.1. An official or employee may not accept or continue any outside employment if the work unreasonably inhibits the performance of any affirmative duty of the municipal position or conflicts with any provision of the municipality's charter or any ordinance or policy.

## 1.3.10. Ethics complaints

1.3.10.1. The City Attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, the City Attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.

1.3.10.2. Except as otherwise provided in this subsection, the City Attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his/her own initiative when he/she acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.

1.3.10.3. The City Attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he/she has or will have a conflict of interests in a particular matter.

1.3.10.4. When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants further investigation, it shall authorize an investigation by the City Attorney or another individual or entity chosen by the governing body.

1.3.10.5. The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.

1.3.10.6. When a violation of this code of ethics also constitutes a violation of personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

## 1.3.11. Violations

1.3.11.1. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

## 1.4. Internal Controls and Risk Management

### 1.4.1. Applicability

- 1.4.1.1. The internal controls and risk management policies contained in this chapter are designed to undergird all of the City's financial policies, and apply to all City elected or appointed officials, full- or part-time employees, departments, and funds.

### 1.4.2. Policy

- 1.4.2.1. The City shall maintain a system of internal control to safeguard its assets against loss, check the accuracy and reliability of its accounting data, promote operational efficiency, and encourage adherence to prescribed managerial policies.

- 1.4.2.2. The Finance and Human Resources Director shall maintain the City's Internal Control Manual and provide annual updates for approval by resolution of the Board of Commissioners. The Internal Control Manual shall:

- 1.4.2.2.1. Address the objectives of internal controls, including:

- 1.4.2.2.1.1. reporting – reliability;
- 1.4.2.2.1.2. operations – effective and efficient; and
- 1.4.2.2.1.3. compliance – compliant with applicable laws, regulations, contracts, and grant agreements.

- 1.4.2.2.2. Address the components of internal controls, including:

- 1.4.2.2.2.1. the control environment;
- 1.4.2.2.2.2. risk assessment;
- 1.4.2.2.2.3. control activities;
- 1.4.2.2.2.4. information and communications; and
- 1.4.2.2.2.5. monitoring.

- 1.4.2.3. Written procedures

- 1.4.2.3.1. Written procedures will be maintained by the Finance and Human Resources Director for all functions involving the handling of cash and securities. These procedures shall be in compliance with the Internal Control Manual.

### 1.4.3. Finance department responsibilities

- 1.4.3.1. The Finance Department shall issue internal control procedures, updated annually, and based upon best practices in internal controls and/or based upon deficiencies that have been identified by City staff or the independent auditors. Finance shall ensure that a good faith effort is made to implement all independent auditor recommendations pertaining to internal control. The Finance Department will administer an "in-house audit" program to regularly and systematically review and monitor internal control procedures and compliance with City charter and state and federal regulations regarding internal controls or financial reporting.

### 1.4.4. City Manager responsibilities

- 1.4.4.1. The City Manager is responsible to ensure that internal control procedures developed by the Finance Department and approved by the Board of Commissioners are followed throughout each department of the City.

## 2. **Financial Planning**

### 2.1. **Annual Budget**

#### 2.1.1. Applicability

2.1.1.1. This chapter is the City's Annual Budget policy. The City's budget policy is driven by the City's charter, from which most of the policy elements were derived.

#### 2.1.1.2. Budget commissioner and fiscal year

2.1.1.2.1. The City Manager shall be budget commissioner.

2.1.1.2.2. The fiscal year of the city shall begin on July 1, unless otherwise provided by ordinance.

#### 2.1.2. Budget process

2.1.2.1. The City Manager shall, on or before May 15 of each year, submit to the Board of Commissioners an estimate of the expenditures and revenue of the City for the ensuing fiscal year. This estimate shall be compiled from detailed information obtained from the several departments.

2.1.2.1.1. The City Manager shall provide an annual budget calendar, to be approved by resolution of the Board of Commissioners, that outlines the necessary steps to prepare the annual budget in accordance with 2.1.2.1. above.

2.1.2.1.2. In addition to revenues and expenditures, the City Manager shall cause to be provided an estimate of other financing sources, other financing uses, and any planned use of fund balance to arrive at a balanced budget for the ensuing fiscal year.

#### 2.1.3. Appropriation ordinance and amendments

2.1.3.1. Upon receipt of the estimate provided for in 2.1.2.1. above, the Board of Commissioners shall prepare a tentative appropriation ordinance.

2.1.3.2. The appropriation ordinance for each fiscal year shall be finally adopted before the first day of the fiscal year.

2.1.3.3. Amendments may be made to the original appropriations ordinance at any time during a current fiscal year; provided, however, that, except for emergency expenditures, increased appropriations may be made only after the City Manager has certified in writing that sufficient unappropriated revenue will be available.

2.1.3.3.1. The City Manager may make line-item-detail appropriation transfers within each fund, which shall be reported to the Board of Commissioners at their subsequent regularly scheduled meeting.

#### 2.1.4. Reversion of appropriations to general fund

2.1.4.1. At the end of each year, all unencumbered balances or appropriations in the treasury shall revert to the general fund and be subject to further appropriations.

#### 2.1.5. Annual operating budget – publication – budgetary comparison

2.1.5.1. The governing body shall publish the annual operating budget and budgetary comparisons of the proposed budget with the prior year's actual figures and the current year's estimated figures, which information shall include the following:

2.1.5.1.1. Revenues and expenditures for the following governmental funds: general, streets/public works, general purpose school, and debt service;

2.1.5.1.2. Revenues for each fund shall be listed separately by local taxes, State of Tennessee, federal government, and other sources;

2.1.5.1.3. Expenditures for each fund shall be listed separately by salaries and other costs;

2.1.5.1.4. Beginning and ending fund balances shall be shown for each fund; and

2.1.5.1.5. The number of full-time equivalent employee positions shall be shown for each fund.

2.1.5.2. The publication shall be in a newspaper of general circulation and shall be published not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

## **2.2. Long-Term Financial Planning**

### 2.2.1. Applicability

2.2.1.1. This chapter is applicable to all funds with a minimum fund balance requirement set by official action of the Board of Commissioners (see chapter 2.7. Fund Balances).

### 2.2.2. Purpose

2.2.2.1. The purpose of this policy is to ensure the City's ongoing financial sustainability beyond a single fiscal year budget cycle (see City Charter and chapter 2.1. Annual Budget). Financial sustainability is defined as the City's long-term financial performance and positioning where planned long-term service and infrastructure levels and standards are met without unplanned increases in rates or disruptive cuts to City services.

### 2.2.3. Definitions and acronyms

2.2.3.1. Business Plan – an operational plan that describes how a given department will accomplish its mission.

2.2.3.2. Capital Improvement Plan ("CIP") – a plan that describes the capital projects and associated funding sources the City intends to undertake in the ensuing fiscal year, plus four additional fiscal years, including the acquisition or construction of capital facilities and assets, and the maintenance thereof.

2.2.3.3. Long-Term Financial Plan ("LTFP") – an investment plan or strategy with a term of usually longer than one year.

2.2.3.4. Program – a set of activities, operations, or organizational units designed and directed to accomplish a specific service objective for a defined set of constituents.

### 2.2.4. Policy

2.2.4.1. The LTFP process evaluates known internal and external issues impacting the City's financial condition. Such issues are identified, presented, and mitigated when and where possible. The process begins by identifying critical areas which have, or are expected to have, an impact on the financial condition of the City over the next five years. Once the issues are identified, specific goals and objectives are developed for each matter. The LTFP is a constantly changing and moving document which will be routinely updated and presented on an ongoing five-year rolling basis. The LTFP will be incorporated into the City's annual operating budget (see chapter 2.1. Annual Budget) and presented to the Board of Commissioners through the formulation of the Annual Budget. The LTFP is intended to help the City achieve the following:

2.2.4.1.1. ensure the City can attain and maintain financial sustainability;

2.2.4.1.2. ensure the City has sufficient long-term information to guide financial decisions;

2.2.4.1.3. ensure the City has sufficient resources to provide Programs and services to stakeholders;

2.2.4.1.4. ensure potential risks to ongoing operations are identified in the LTFP process and communicated on a regular basis;

2.2.4.1.5. establish mechanisms to identify early warning indicators, and

2.2.4.1.6. identify changes in expenditure or revenue structures needed to deliver services or to meet the goals adopted by the Board of Commissioners.

### 2.2.4.2. Scope of the Plan

2.2.4.2.1. Timeline – the LTFP will forecast revenues, other financing sources, expenditures, other financing uses, use of fund balance, and ending fund balances at least five years into the future or longer where specific issues call for a longer timeline.

2.2.4.2.2. Analysis – the LTFP will provide meaningful analysis of key trends and conditions, including but not limited to:

2.2.4.2.2.1. Analysis of the affordability of current services, projects, and obligations:

2.2.4.2.2.1.1. An analysis of the City's environment in order to anticipate changes that could impact the City's service and/or financial objectives.

2.2.4.2.2.1.2. Revenue, other financing source, expenditure, and other financing use projections, including the financial sustainability of current service levels over a multi-year period.

2.2.4.2.2.1.3. The affordability of current debt relative to affordability ratios prescribed by City or State of Tennessee law.

2.2.4.2.2.1.4. The affordability of maintaining and replacing the City's current capital assets.

2.2.4.2.2.1.5. The ability to maintain compliance with the Fund Balance policy (chapter 2.7.) within target ranges over a multi-year period.

2.2.4.2.2.1.6. The impact of non-current liabilities on the City's financial position.

2.2.4.2.2.2. Analysis of the affordability of anticipated service expansions or investments in new assets:

2.2.4.2.2.2.1. The operating costs of any new initiatives, projects, or expansion of services where funding has been identified through alternative sources (CIP, grants, debt issuance, etc.) or adopted or approved by the Board of Commissioners through other actions. Service delivery of administrative services and functions shall be included to the extent needed proportionately with the expansion of other services.

2.2.4.2.2.2.2. The affordability of the City's long-term CIP, including operating and maintenance costs for new assets.

2.2.4.2.2.2.3. The affordability of other master plans that call for significant financial investment by the City.

2.2.4.2.2.3. Synthesis of the above to present the City's financial condition:

2.2.4.2.2.3.1. A clear presentation of the resources needed to accomplish the capital improvements identified in the City's CIP and to maintain the existing capital assets.

2.2.4.2.2.3.2. A clear presentation of the resources needed to maintain existing services at their present level in addition to the expansion of services as may have been identified through the analysis described above.

2.2.4.2.2.3.3. Identification of imbalances between the City's current direction and the conditions needed for continued financial health.

2.2.4.2.3. Solution-Driven – the LTFP will identify issues that may challenge the City's continued financial health, and the plan will identify possible solutions. Planning decisions shall be made primarily from a long-term perspective and structural balance is the goal of the planning process. For the purpose of this policy, structural balance means that ending fund balance must meet the minimum levels prescribed in chapter 2.7. Fund Balances.

2.2.4.3. Continuous improvement

2.2.4.3.1. City staff will regularly look for and implement opportunities to improve the quality of the forecasting, analysis, and strategy development that comprises the LTFP. These improvements will primarily be identified through the comparisons of projected performance with actual results.

## 2.2.4.4. Structural balance

2.2.4.4.1. Long-term structural balance is the goal of long-term financial planning. Should the long-term forecasting and analysis show that the City is not structurally balanced over the five-year projection period, the City Manager will make recommendations for the Board of Commissioners' approval on how the plan can be brought into balance.

## 2.2.4.5. Non-current liabilities

2.2.4.5.1. The LTFP will address strategies for ensuring that the City's long-term liabilities remain affordable.

## 2.2.5. Quality control and assurance

2.2.5.1. It is the responsibility of the City Manager and Finance and Human Resources Director to develop procedures providing sufficient guidance to affected City personnel to fulfill the intent of this policy.

## 2.3. Cash Management and Investments

### 2.3.1. Applicability

2.3.1.1. This chapter outlines the City's cash management and investment policy in compliance with the requirements of Tennessee Code Annotated ("T.C.A.") § 6-56-106. The City has a responsibility to be a good steward of public resources, and this policy will ensure a reasonably safe and productive investment environment for City resources. The responsibility of oversight of the policy resides with the Board of Commissioners, while the daily operation of the policy, including authority for investing or reinvesting assets, is the responsibility of the City Manager and the Finance and Human Resources Director.

2.3.1.2. This policy shall be operated in conformity with all applicable governing legislation and other legal requirements. In instances where T.C.A. and/or federal requirements are more restrictive than City policy requirements, the more restrictive requirements will be followed.

2.3.1.3. Investment policies of the Lakeland School System ("LSS") and associated funds shall be set by the Lakeland Board of Education, in compliance with other applicable federal and/or State of Tennessee requirements as set forth above.

### 2.3.2. Scope

2.3.2.1. This policy applies to the investment of all City cash and cash equivalents, including certificates of deposit and other investments allowed for under this policy. This policy does not apply to investment of employee retirement funds nor to investment of LSS funds.

2.3.2.2. This policy applies to investments within both governmental and proprietary funds of the City, and to governmental and business-type activities.

#### 2.3.2.2.1. Pooling of funds

2.3.2.2.1.1. Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies regarding investment pricing, safekeeping, and administration.

2.3.2.2.1.2. Investment income will be allocated to the various funds based on their respective participation and in accordance with accounting principles generally accepted in the United States ("GAAP").

2.3.2.2.1.3. Exclusions: Un-spent proceeds from general obligation municipal bonds or other externally restricted sources of cash and cash equivalents shall not be pooled but maintained in separate depository accounts (see Authorized Financial Institutions and Depositories).

### 2.3.3. General objectives

2.3.3.1. The primary objectives of investment activities shall be safety, liquidity, and return.

## 2.3.3.2. Safety –

2.3.3.2.1. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest-rate risk.

### 2.3.3.2.1.1. Credit risk

2.3.3.2.1.1.1. The City will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer, by:

2.3.3.2.1.1.1.1. limiting investments to the types of securities listed in Suitable and Authorized Investments in this Policy;

2.3.3.2.1.1.1.2. pre-qualifying and conducting ongoing due diligence of the financial institutions and advisers (as applicable) with which the City will do business in accordance with Authorized Financial Institutions and Depositories; and

2.3.3.2.1.1.1.3. diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer and/or financial institutions will be minimized.

### 2.3.3.2.1.2. Interest-rate risk

2.3.3.2.1.2.1. The City will minimize interest-rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

2.3.3.2.1.2.1.1. structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and

2.3.3.2.1.2.1.2. investing operating funds primarily in shorter-term securities or similar investment pools and limiting individual security maturity as well as the average maturity of the portfolio in accordance with the Investment Diversification and Constraints section of this policy.

## 2.3.3.3. Liquidity

2.3.3.3.1. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. As all possible cash demands cannot be anticipated, the portfolio shall also consist largely of funds maintained in active checking accounts or local government investment pools offering same-day liquidity for short-term funds.

## 2.3.3.4. Return

2.3.3.4.1. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

2.3.3.4.2. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

2.3.3.4.2.1. A security with declining credit may be sold early to minimize loss of principal (if applicable).

2.3.3.4.2.2. Selling a security and reinvesting the proceeds that would improve the quality, yield, or target duration in the portfolio may be undertaken.

2.3.3.4.2.3. Unanticipated liquidity needs of the portfolio require that the security be sold.

## 2.3.4. Standards of care

- 2.3.4.1. Prudence - the standard of prudence to be used by investment officials shall be the "uniform prudent investor act" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.
- 2.3.4.2. Ethics and conflicts of interest - officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business, in accordance with applicable laws. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
- 2.3.4.3. Delegation of authority - authority to manage the investment program in accordance with this policy is granted to the City Manager and Finance and Human Resources Director, hereinafter referred to as "investment officers." Responsibility for the operation of the investment program is hereby delegated to the investment officers, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this policy. At a minimum, procedures shall include references to the following: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officers. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## 2.3.5. Authorized financial institutions and depositories

- 2.3.5.1. Authorized financial institutions and depositories, whether utilized for investment or business checking services, are those that are 1) Tennessee Bank Collateral Pool participants (thereby ensuring funds are adequately collateralized in accordance with T.C.A. requirements) or 2) the State of Tennessee Local Government Investment Pool ("LGIP").
- 2.3.5.2. Currently authorized financial institutions utilized by the City are as listed in Ordinance 08-124:
  - 2.3.5.2.1. Trustmark National Bank;
  - 2.3.5.2.2. Regions Bank;
  - 2.3.5.2.3. First Citizens National Bank;
  - 2.3.5.2.4. SunTrust Bank;
  - 2.3.5.2.5. Bank of Bartlett; and
  - 2.3.5.2.6. First Tennessee Bank.
- 2.3.5.3. The investment officers shall annually verify that City depositories remain participants in the Bank Collateral Pool via the Tennessee Department of Treasury website.

## 2.3.6. Safekeeping and custody

- 2.3.6.1. Delivery vs. payment - if authorized by further ordinance, all trades of marketable securities will be executed by delivery vs. payment ("DVP") to ensure that securities are deposited in an eligible custody account prior to the release of funds.
- 2.3.6.2. Safekeeping - if authorized by further ordinance, securities will be held by an independent third-party custodian selected by the City as with all securities held in the City's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).
- 2.3.6.3. Internal controls - the investment officers shall establish a system of internal controls, which shall be documented in writing (see chapter 1.4. Internal Controls and Risk Management). The internal controls shall be reviewed annually by the Board of Commissioners and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

## 2.3.7. Suitable and authorized investments

- 2.3.7.1. While T.C.A. § 6-56-106 allows for the investment of City funds in several types of investments, for the purposes of this policy investment of City funds is only authorized in demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Funds held shall be segregated and identified by external restrictions, where applicable.
- 2.3.7.2. Full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Such collateralization is accomplished via the selection of institutions included in 2.3.5.2. above.
- 2.3.7.3. Repurchase agreements are not authorized.

## 2.3.8. Investment diversification and constraints

- 2.3.8.1. To eliminate risk of loss resulting from the overconcentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalents in all City funds shall be diversified by investment with the financial institutions listed in 2.3.5.2. above.

## 2.3.9. Reporting

- 2.3.9.1. Investment earnings and performance shall be reported monthly to the Board of Commissioners as a component of the Treasurer's Report.

## 2.4. Capital Projects

### 2.4.1. Applicability

- 2.4.1.1. This chapter contains a number of important policy considerations that are the basis for the Capital Improvements Plan ("CIP"). These policies provide guidelines for all financial aspects of the CIP and ultimately affect the project selection process.

### 2.4.2. Relationship of LTFP to the CIP

- 2.4.2.1. Virtually all of the projects included in the CIP are based upon formal long-range plans that have been adopted by the Board of Commissioners. This ensures that the CIP, which is the embodiment of the recommendations of these individual planning studies, is responsive to the officially stated direction of the Board of Commissioners as contained in the LTFP and supporting documents.

## 2.4.3. Establishing CIP priorities

2.4.3.1. The City uses the following basic CIP project prioritization and selection process:

- 2.4.3.1.1. Each CIP program area establishes criteria to be used in the prioritization of specific projects submitted for funding. These specific criteria are developed in conjunction with Board of Commissioners priorities and input from citizens and associated City boards and commissions (if applicable).
- 2.4.3.1.2. The Finance Department determines revenue projections available to the non-utility CIP in consultation with various revenue-generating departments and the amount of resources available for new projects.
- 2.4.3.1.3. The City Manager evaluates the various CIP projects and, in consultation with the City Engineer, selects those with highest priority.
- 2.4.3.1.4. Within the available funding, the highest priority projects are then selected and funded in the CIP.
- 2.4.3.1.5. The City Engineer recommends an expenditure plan to the City Manager and Finance and Human Resources Director, which includes all capital costs and any applicable maintenance and operations ("M&O") and/or required short-term financing costs. The City Engineer is responsible for the cost estimates, including future M&O costs related to the implementation of completed projects.
- 2.4.3.1.6. A preliminary CIP is recommended to the Board of Commissions by the City Manager and Finance and Human Resources Director along with the Annual Budget.
- 2.4.3.1.7. The Board of Commissioners review the LTFP, the CIP, and the Annual Budget prior to adopting the Annual Budget and establishing related appropriations as a part of the City's annual operating budget process.

## 2.4.4. Types of projects included in the CIP

- 2.4.4.1. The CIP will display, to the maximum extent possible, all major capital projects in which the City is involved. While the following criteria may be used as a general guide to distinguish which projects should be included or excluded from the CIP, there are always exceptions which require management's judgment.
- 2.4.4.2. For purposes of the City's CIP, a CIP project is generally defined to be any project that possesses all of the following characteristics:
  - 2.4.4.2.1. exceeds an estimated cost of \$100,000;
  - 2.4.4.2.2. involves totally new physical construction, reconstruction designed to gradually and systematically replace an existing system, replacement of a major component of an existing facility or computer system, or acquisition of land or structures; and
  - 2.4.4.2.3. involves City funding in whole or in part or involves no City funds but is the City's responsibility for implementing (such as a 100%-grant-funded project).

## 2.4.5. Scoping and costing based on predesign study

- 2.4.5.1. Some projects are initially proposed and funded only for preliminary engineering and planning work. This funding will not provide any monies to develop final plans, specifications, and estimates to purchase rights-of-way or to construct the projects. However, generally an estimated amount sufficient to cover these costs based on a rough preliminary estimate is earmarked within the program area.

## 2.4.6. Required project features and financial responsibility

- 2.4.6.1. If a proposed CIP project will cause a direct impact on other publicly owned facilities, an equitable shared and funded cost plan must be coordinated between the affected program areas.

## 2.4.7. Predictability of project timing, cost, and scope

2.4.7.1. The predictability of timing and costs of projects is important to specific private developments, such as the provision of street improvements or the extension of major sewer lines or water supply, without which development could not occur. These projects generally involve significant financial contributions from such private development through impact fees, developer extension agreements, developer contributions, and other means. Once a project has been approved by the Board of Commissioners in the CIP, project scheduling is a priority to maintain.

## 2.4.8. CIP non-utility maintenance and operating (“M&O”) costs

2.4.8.1. Non-utility CIP project M&O costs identified in the project description, as approved by the Board of Commissioners, shall have a funding plan. Preferably, operating budget tax sources will not be provided for this purpose. More suitable sources of funding include project-generated revenues, user fees, or other new taxes.

## 2.4.9. Preference for existing capital infrastructure

2.4.9.1. It is the City's policy to ensure that adequate resources are allocated to preserve the City's existing infrastructure before targeting resources to build new facilities that also have operating and maintenance obligations. This policy addresses the need to protect the City's historical investment in capital facilities and to avoid embarking on a facility enhancement program, which when coupled with the existing facilities requirements, the City cannot afford to adequately maintain.

## 2.4.10. New facilities should be of high quality, low maintenance, least cost

2.4.10.1. This policy has guided the development and execution of the CIP through an emphasis on lowest life-cycle cost. Projects should only be built if the necessary funding to operate them is provided. Also, priority is given to new facilities that have minimal ongoing maintenance costs so as to limit the impact upon both the CIP and the operating budget.

## 2.4.11. Public input for capital projects

2.4.11.1. The City makes a serious commitment to public involvement. All of the City's long-range plans have been developed through an extensive citizen involvement program. Citizen involvement occurs at the long-range plan development stage, during CIP review and adoption, during master planning processes, during design and construction of specific projects, and through public processes associated with City boards and commissions. Public hearings are held during the CIP development and approval process to allow the public to comment on the recommended projects. The projects themselves call for an extensive public outreach effort, allowing those most closely affected to influence the design of the projects. While public input is essential to the successful implementation of the CIP, staff and the Board of Commissioners must also remain conscious of the overall effect upon costs when responding to requests of project neighbors.

## 2.4.12. Basis for project appropriations

2.4.12.1. During the Board of Commissioners' annual CIP review and Annual Budget process, the Board of Commissioners will appropriate the estimated project costs for projects in the CIP to be implemented in the ensuing fiscal year. Subsequent amendments to appropriation levels for changes to the CIP may be approved by the Board of Commissioners – see section 2.1.3. above.

## 2.4.13. Balanced CIP

2.4.13.1. The CIP is a balanced five-year plan. This means that for the entire five-year period, revenues will be equal to project expenditures in the Plan. It is anticipated that the plan will have more expenditures than revenues in single years of the Plan, but this imbalance will be corrected through the use of interim financing as needed. Any additional financing needed for CIP implementation will be approved by the Board of Commissioners.

## 2.4.14. Use of debt in the CIP

2.4.14.1. The CIP is viewed as a long-term program that will continually address capital requirements far into the future. The use of debt to fund the CIP shall be limited, and in accordance with chapter 2.5. Debt Management.

## 2.4.15. CIP plan update and amendment

2.4.15.1. The CIP will be updated at least annually as a part of the City's annual budget process. The Board of Commissioners may amend the CIP at any time if a decision must be made and action must be taken before the next CIP review period. The Board of Commissioners has delegated authority to the City Manager to administratively approve CIP adjustments if their impact is within the current fiscal year, and within the same fund (see policy on budget transfers). All project additions or deletions must be approved by the Board of Commissioners.

## 2.4.16. Formalization of monetary agreements

2.4.16.1. All agreements between the City and outside jurisdictions shall be in writing specifying the financial terms of the agreement, the length of the agreement, and the timing of any required payments. These agreements shall be reviewed by the City Attorney. Formalization of these agreements will protect the City's interests. Program areas shall make every effort to promptly request any reimbursements that are due the City. Where revenues from outside jurisdictions are ongoing, these requests shall be made at least quarterly, unless alternative arrangements are approved by the City Manager or Board of Commissioners.

## 2.4.17. Projected grant revenues

2.4.17.1. Grant-funded capital expenditures are budgeted prior to the specific grant award. City overhead or indirect costs for grant-funded programs will be included in all grant proposals, where permitted. With grant-funded capital acquisitions, the City will attempt to recover ongoing M&O costs, and replacement costs associated with the acquisition.

## 2.4.18. Applicable project charges

2.4.18.1. CIP projects should reflect all costs that can be clearly shown to be necessary and applicable. Staff charges to CIP projects will be limited to time spent actually working on those projects and shall include an overhead factor to cover the applicable portion of that person's operating cost.

## 2.5. Debt Management

### 2.5.1. Applicability and purpose

2.5.1.1. The purpose of this chapter is to establish a set of parameters by which debt obligations will be undertaken by the City. This policy reinforces the commitment of the City and its officials to manage the financial affairs of the City so as to minimize risks, avoid conflicts of interest, and ensure transparency while still meeting the City's capital needs. A debt management policy signals to the public and the rating agencies that the City is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy. This policy applies to all debt-related activities of the City without respect to the City fund in which the proceeds will be deposited, or from which debt service will be paid.

### 2.5.2. Goals and objectives

2.5.2.1. The goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear direction as to the steps, substance, and outcomes desired. In addition, greater long-term stability will be generated by the use of consistent guidelines in issuing debt. The City's objectives are to enhance internal financial management by:

2.5.2.1.1. achieving the lowest cost of capital;

2.5.2.1.2. ensuring high credit quality;

- 2.5.2.1.3. assuring access to capital markets;
- 2.5.2.1.4. preserving financial flexibility; and
- 2.5.2.1.5. managing various forms of risk exposure.

## 2.5.3. Debt and debt types

- 2.5.3.1. Definition of debt – all obligations of the City to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of City resources. This includes but is not limited to notes, bond issuances, capital leases, and loans of any type (whether from an outside source such as a bank or from another internal fund). When the City determines that the use of debt is appropriate, the types of debt listed herein shall be utilized.
- 2.5.3.2. The Finance and Human Resources Director shall monitor and report the City's total outstanding debt obligation to the Board of Commissioners (maturities and terms and conditions of all obligations, to ensure compliance). The Finance and Human Resources Director shall also report to the Board of Commissioners any matter that adversely affects the credit or financial integrity of the City.
- 2.5.3.3. The City will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan.
- 2.5.3.4. As a rule, the City will not backload, use "wrap-around" techniques, balloon payments, or other exotic formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the City may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed in a public meeting and the mayor and governing Board of Commissioners must determine such use is justified and in the best interest of the City.
- 2.5.3.5. Long-term debt
  - 2.5.3.5.1. The City may issue long-term debt at their discretion if the City presumes that capital improvements should not be financed from current revenues or short-term borrowing. Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the CIP, regional development, transportation, or other master process or plan.
  - 2.5.3.5.2. In accordance with accounting principles generally accepted in the United States ("GAAP") and state law, the maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally-sponsored loans, provided such an exception is consistent with law and accepted practices.
  - 2.5.3.5.3. All costs associated with the initial issuance or incurrent of debt, management, and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board of Commissioners in accordance with the notice requirements stated above.
  - 2.5.3.5.4. Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligations bonds in context of the General Fund, revenue bonds in context of the dedicated revenue stream and related expenditures, loans, and notes).
  - 2.5.3.5.5. General obligation debt
    - 2.5.3.5.5.1. The City may issue general obligation debt secured by the full faith and credit of the City. The City may also use the general obligation pledge to support other debt issuances, if the additional support improves the economics and complies with this debt management policy.
  - 2.5.3.5.6. Revenue debt

2.5.3.5.6.1. The City may issue revenue bonds secured by the revenues generated from the capital project being financed.

#### 2.5.3.5.7. Bond or note structure

2.5.3.5.7.1. Serial bonds – the City may issue bonds that mature serially.

2.5.3.5.7.2. Term bonds – the City may issue bonds that mature with mandatory sinking funds.

2.5.3.5.7.3. Duration – all debt will be financed for the shortest period of time between the useful life of the asset financed or thirty (30) years.

2.5.3.5.7.4. Capitalized interest – revenue bonds may require the use of capitalized interest to pay debt service until the project begins to generate revenue. Capitalized interest will be calculated from the issuance date to the shortest period of time between three (3) years or the time limit imposed by statute or the internal revenue service (“IRS”) code.

2.5.3.5.7.5. Debt structure – debt issuances shall be structured to achieve level debt service or level principal. The use of bullet or balloon maturities should be avoided except in instances where bullets or balloon maturities make existing overall debt service level or to match a specific revenue stream.

2.5.3.5.7.6. Call provisions – long-term debt issuances will include a minimum call feature that is ten (10) years from the date of delivery of such debt.

2.5.3.5.7.7. Original issuance discount/premium – debt with original issuance discount or premium will be permitted.

#### 2.5.3.5.8. Capital leases

2.5.3.5.8.1. The City may issue capital leases to finance projects that amortize in three (3) to seven (7) years.

#### 2.5.3.6. Short-term debt

2.5.3.6.1. Short-term borrowing may be issued in order to finance short-term funding for projects and temporary funding of operational cash flow deficits or anticipated revenues.

2.5.3.6.2. Bond anticipation notes (“BANs”): The City may issue BANs during the construction period of a project or to provide short-term financing for a project. The BANs shall not mature more than six (6) years from the date of issuance. BANs shall mature within six (6) months after substantial completion of the financed project.

2.5.3.6.3. Revenue anticipation notes (“RANs”)/tax anticipation notes (“TANs”): The City may issue RANs or TANs to meet cash flow needs as long as the issue fully conforms to federal IRS and state requirements and limitations.

2.5.3.6.4. Intrafund and interfund loans: The City may also issue loans to fund operational deficiencies or to fund capital projects to be paid from the current fiscal year revenues. Loans will not extend beyond twelve (12) months and should only be issued in compliance with state statute.

#### 2.5.3.7. Other short-term debt

2.5.3.7.1. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the City will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management. Short-term debt may be issued when it provides an interest rate advantage or as interim financing until market conditions improve. The City will only issue short-term debt when there is a defined repayment source or amortization of principal.

#### 2.5.4. Issuance process

- 2.5.4.1. The City is currently rated by Moody's Investor Services ("Moody's"). Moody's has prescribed certain debt metrics to ensure municipalities remain able to service existing debt and afford additional debt, should it be necessary. The City will strive to maximize their rating and minimize their borrowing cost by being mindful of the following metrics when considering the option to issue debt:
    - 2.5.4.1.1. Net Direct Debt / Full Value – 4.00% max allowable
    - 2.5.4.1.2. Net Direct Debt / Operating Revenue – 7.00x max allowable
  - 2.5.4.2. Legal requirements
    - 2.5.4.2.1. BANs, capital outlay notes ("CONs"), grant anticipation notes, RANs, and TANs will be submitted to the State of Tennessee Comptroller's Office, as and if required by T.C.A., and the Board of Commissioners prior to issuance or entering into the obligation. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to issuance. Capital or equipment leases may be entered into by the Board of Commissioners; however, details on the lease agreement will be forwarded to the Comptroller's Office on the specified form within 45 days. Additionally, the City will adhere to laws and regulations as stipulated by the Controller's Office and submit any additional information that may be required, including but not limited to refunding plans, swap documents, and negotiated sales requests.
    - 2.5.4.2.2. The City shall comply with legal requirements for notice and for public meetings related to debt issuances. All notices shall be posted in the customary and required posting locations, including local newspapers and websites. All costs (including principal, interest, issuance, continuing, or other), terms and life of each debt issue, and a debt service schedule outlining the rate of retirement for the principal amounts shall be clearly presented and disclosed to the citizens, the Board of Commissioners, and other stakeholders in a timely manner. The City will post the Official Statement, or an electronic link to the official statement, of bond or note issuances on the City's website to ensure transparency.
    - 2.5.4.2.3. Method of sale
      - 2.5.4.2.3.1. Competitive sale – long-term debt is awarded to the bidder providing the lowest true interest cost. Competitive sales will be the default method of sale for the City.
      - 2.5.4.2.3.2. Negotiated sale – long-term debt that meets certain criteria may be sold via negotiated sale. Examples of such criteria include:
        - 2.5.4.2.3.2.1. a structure which may require a strong pre-marketing effort (such as a complex transaction or a "story" bond);
        - 2.5.4.2.3.2.2. size of the issue;
        - 2.5.4.2.3.2.3. market volatility;
        - 2.5.4.2.3.2.4. variable rate demand obligations; or
        - 2.5.4.2.3.2.5. proprietary product of a single firm
      - 2.5.4.2.3.3. Private placement – debt purchased directly by a bank with limited marketing efforts will be allowable should it be in the City's best interest.
- 2.5.5. Interest rates
  - 2.5.5.1. Variable-rate debt
    - 2.5.5.1.1. In order to maintain a predictable debt service burden, the City will give preference to fixed-rate debt but may consider variable-rate debt. The percentage of net variable-rate debt outstanding (excluding debt which has been converted to synthetic fixed-rate debt and debt matched to assets) will not exceed thirty (30) percent of the total outstanding debt. The following circumstance may result in the consideration of issuing variable-rate debt:

- 2.5.5.1.1.1. Asset-liability matching
- 2.5.5.1.1.2. Construction funding
- 2.5.5.1.1.3. Current high interest rates
- 2.5.5.1.1.4. Variable revenue stream
- 2.5.5.1.1.5. Adequate safeguards against risk
- 2.5.5.1.2. The City will annually include in its budget an interest-rate assumption for any outstanding variable-rate debt that takes market fluctuations affecting the rate of interest into consideration.
- 2.5.5.1.3. Prior to entering into any variable-rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Commissioners shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the insurance fail.
- 2.5.5.1.4. Additionally, prior to entering into any variable-rate debt obligation that is backed by a letter of credit provider, the Board of Commissioners shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the letter of credit fail.
- 2.5.5.1.5. Lastly, prior to entering into any variable-rate debt obligation, the Board of Commissioners will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable-rate debt obligations.
- 2.5.5.1.6. In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- 2.5.5.2. Use of synthetic debt
  - 2.5.5.2.1. The City chooses not to use derivative or other exotic financial structures in the management of the City's debt portfolio.
  - 2.5.5.2.2. Prior to any reversal of this provision, a written management report outlining the potential benefits and consequences of using these structures must be submitted to the Board of Commissioners; and the Board of Commissioners must adopt a specific amendment to this policy concerning the use of derivatives or interest-rate agreements that complies with the State Funding Board Guidelines.
- 2.5.6. Refinancing debt
  - 2.5.6.1. Refinancing criteria
    - 2.5.6.1.1. The City will refund debt when it is in the best financial interest of the City to do so. The Finance and Human Resources Director shall have the responsibility to analyze outstanding debt for refunding opportunities. The decision to refinance must be explicitly approved by the Board of Commissioners, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations. Examples of reasons to refund debt include:
      - 2.5.6.1.1.1. restructuring to meet unanticipated revenue expectations;
      - 2.5.6.1.1.2. achieve cost savings;
      - 2.5.6.1.1.3. mitigate irregular debt service payments;
      - 2.5.6.1.1.4. release reserve funds; and/or
      - 2.5.6.1.1.5. remove unduly restrictive bond covenants.
    - 2.5.6.1.2. The City establishes a minimum present value savings threshold of three (3) percent of the refunded bond principal amount. The present value savings will be net of all costs related to the refinancing.

## 2.5.6.2. Term of refunding issues

- 2.5.6.2.1. The City will refund bonds within the term of the originally issued debt. However, the Finance and Human Resources Director may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Finance and Human Resources Director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed asset and the concept of inter-generational equity should guide this decision.

## 2.5.6.3. Escrow structuring

- 2.5.6.3.1. The City shall utilize the most optimal securities available in structuring refunding escrows. In the case of open market securities, a certificate will be provided by a third-party agent, who is not a broker-dealer, stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations ("SLGS"), and that the price paid for the securities was reasonable within federal guidelines. Under no circumstances shall an underwriter, agent, or financial advisor sell escrow securities to the City from its own account.

## 2.5.6.4. Arbitrage

- 2.5.6.4.1. The City shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refunding. Any resulting positive arbitrage will be rebated as necessary according to federal guidelines. The City shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

## 2.5.7. Professional services

- 2.5.7.1. The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

## 2.5.7.2. Underwriter

- 2.5.7.2.1. The underwriter will clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The underwriter must clarify its primary role as purchaser of securities in an arms-length commercial transaction and that it has financial and other interests that differ from those of the City. The underwriter in a publicly offered, negotiated sale will be required to provide pricing information both as to interest rates and to takedown per maturity to the City (or its designated official) in advance of the pricing of the debt.

### 2.5.7.2.2. Underwriter selection (negotiated transaction)

- 2.5.7.2.2.1. The City will select the senior manager (and co-managers, if necessary) for a proposed negotiated sale. Examples of the selection criteria include:

- 2.5.7.2.2.1.1. the firm's ability and experience in managing complex transactions;
- 2.5.7.2.2.1.2. prior knowledge and experience with the City;
- 2.5.7.2.2.1.3. the firm's willingness to risk capital and demonstration of such risk;
- 2.5.7.2.2.1.4. quality and experience of personnel assigned to the City's engagement;
- 2.5.7.2.2.1.5. financing plan presented; and
- 2.5.7.2.2.1.6. underwriting fees.

### 2.5.7.2.3. Underwriter's discount

2.5.7.2.3.1. The City will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the City will determine the allocation of fees, if any, with respect to the management fee. The determination will be based upon participation in the structuring phase of the transaction.

2.5.7.2.3.2. All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses, and underwriter's counsel may be established by the City. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

#### 2.5.7.2.4. Evaluation of underwriter performance

2.5.7.2.4.1. The City will evaluate each bond sale after completion to assess:

2.5.7.2.4.1.1. costs of issuance including underwriters' compensation;

2.5.7.2.4.1.2. pricing of the bonds in terms of the overall interest cost and on a maturity-by-maturity basis; and

2.5.7.2.4.1.3. distribution of bonds and sales credits

#### 2.5.7.3. Financial advisor

2.5.7.3.1. The City may select a financial advisor (or advisors) to assist in its debt issuance and debt administration processes. The City will enter into a written agreement with each person or firm serving as financial advisor in debt management and transactions. The financial advisor shall not be permitted to bid on, privately place, or underwrite an issue for which the firm is providing advisory services. Selection of the financial advisor(s) will be based on, but not limited to, the following criteria:

2.5.7.3.1.1. overall quality of the firm's proposal as an indicator of its probability for success;

2.5.7.3.1.2. relevant financial advisor experience with municipal government issuers and the public sector;

2.5.7.3.1.3. indication that the firm has a broadly-based background and is therefore capable of balancing the overall need for continuity and innovation in capital planning and debt financing;

2.5.7.3.1.4. experience and demonstrated success as indicated by its listing of current major clients;

2.5.7.3.1.5. the firm's professional reputation for integrity and compliance with state and federal law; and

2.5.7.3.1.6. independence from municipal bond underwriting, trading, or other clients, activities, or events which could result in a conflict of interest.

2.5.7.3.2. Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place, or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the City.

#### 2.5.7.4. Bond or disclosure counsel

2.5.7.4.1. The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. (No engagement letter is required for any lawyer who is an employee of the City or lawyer or law firm which is under a general appointment or contract to serve as counsel to the City. The City does not need an engagement letter with counsel not representing the City, such as underwriters' counsel.)

#### 2.5.8. Monitoring and compliance

##### 2.5.8.1. Continuing disclosure

2.5.8.1.1. The City will provide annual financial and economic information to the Electronic Municipal Market Access system (“EMMA”) website, which is the official source for municipal disclosures and market data designated by the Securities and Exchange Commission (“SEC”) and the State Information Depository (“SID”).

2.5.8.1.2. The City will also notify EMMA and SID of any of the following material events:

2.5.8.1.2.1. principal and interest payment delinquencies;

2.5.8.1.2.2. nonpayment-related defaults;

2.5.8.1.2.3. unscheduled draws on bond-related reserves;

2.5.8.1.2.4. unscheduled draws on credit enhancements;

2.5.8.1.2.5. substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider;

2.5.8.1.2.6. adverse tax opinions or events affecting the tax-exempt status of any bonds;

2.5.8.1.2.7. modifications to rights on bond holders;

2.5.8.1.2.8. bond calls;

2.5.8.1.2.9. defeasances;

2.5.8.1.2.10. matters affecting collateral;

2.5.8.1.2.11. rating changes; or

2.5.8.1.2.12. any additional enumerated events specified in Official Statements.

2.5.8.1.3. The City will also maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the federal tax code.

## 2.5.8.2. Conflicts of interest

2.5.8.2.1. Professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations, and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.

2.5.8.2.2. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

## 2.5.8.3. Compliance

2.5.8.3.1. The Finance and Human Resources Director is responsible for ensuring compliance with this policy.

## 2.6. Working Capital (Enterprise Funds)

### 2.6.1. Applicability

2.6.1.1. This chapter applies to the City's proprietary enterprise fund, the Sewer Fund currently designated as fund number 412. Working capital is an important measure of liquidity in enterprise funds, which include both current and long-term assets and liabilities, as well as deferred outflows of resources and deferred inflows of resources. This policy sets that targets for minimum working capital to be maintained in the City's enterprise fund, both during the annual financial planning process as well as throughout the fiscal year.

## 2.6.2. Working capital defined

2.6.2.1. Working capital is defined as the enterprise fund's current assets less its current liabilities. Working capital for enterprise funds may provide a measure more comparable to governmental funds' fund balance than does the enterprise fund's net position, which is typically heavily weighted with a net investment in capital assets.

2.6.2.2. Any current assets that are restricted as to use or liquidity shall be excluded from the working capital calculation.

## 2.6.3. Policy

2.6.3.1. It is the City of Lakeland's policy to maintain working capital in the Sewer Fund equivalent to at least ninety (90) days' worth of annual operating expenses and debt service requirements. While this represents the minimum working capital for the Sewer Fund, it is management's and the Board of Commissioners' desire to maintain a higher level of working capital in most instances.

2.6.3.2. Working capital for the Sewer Fund shall be reported to the Board of Commissioners on a monthly basis by the Finance and Human Resources Director as a component of the Treasurer's Report.

2.6.3.3. Should the working capital in the Sewer Fund fall below the minimum working capital requirement, the City Manager and Finance and Human Resources Director shall present a plan to the Board of Commissioners, for their approval, to raise working capital above the minimum level.

## 2.6.4. Compliance and reporting

2.6.4.1. The City Manager is responsible for ensuring that the minimum working capital level is maintained in the Sewer Fund. The Finance and Human Resources Director is responsible for calculating, monitoring, and reporting working capital to the City Manager and the Board of Commissioners.

## 2.7. Fund Balances

### 2.7.1. Overview and applicability

2.7.1.1. The City is committed to creating, maintaining, and improving a vibrant environment for the residents of the City. To ensure economic viability, the City has established a fund balance policy dedicated to maintaining a reasonable fund balance. An appropriate fund balance should be sufficient to mitigate current and future financial risks. Benefits of a healthy fund balance include reducing the need for urgent and significant tax increases, ensuring timely response to emergency situations or unanticipated events, decreasing the need for short-term financing solutions, exhibiting sound fiscal management by permitting the development of a responsible and responsive long-term financial plan, and, maintaining (or improving) the bond rating, minimizing the cost of financing long-term projects. This policy shall apply to the funds mentioned herein.

### 2.7.2. Definitions

2.7.2.1. A fund is described as a set of accounts, segregated for specific purposes in accordance with laws or regulations. A Fund Balance is the difference between the assets and the liabilities of a particular fund. Fund balance descriptions can be classified into several different categories:

2.7.2.1.1. Nondisposable – balance is not able to be spent. This category is created by a legal opinion, or by the nature of underlying assets (such as prepaid expenditures and/or deposits).

2.7.2.1.2. Restricted – balance can only be spent for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

2.7.2.1.3. Committed – balance can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority.

2.7.2.1.4. Assigned – balance of the fund is intended to be used for specific purposes but are not considered restricted or committed.

2.7.2.1.5. Unassigned – all other balances not previously categorized are included in this balance.

## 2.7.3. Establishing a Policy

- 2.7.3.1. When establishing a policy, the City considered a number of factors including predictability of revenues and volatility of expenditures; exposure to significant one-time outlays (disasters, immediate capital needs, state budget cuts); potential availability of fund resources from other funds; potential impact on credit ratings; and commitments and assignments.
- 2.7.3.2. The City has determined that the unassigned General Fund Balance will remain at a level equal to 25 percent of General Fund Revenues (excluding non-recurring federal, state, and local grant revenues) plus \$1,100,000.
- 2.7.3.3. During the budget process, an annual review of cash flow requirements and appropriate fund balances shall be undertaken to determine if modifications to the fund balance policy are necessary and appropriate. Any proposed amendments to this policy will be presented and voted on by the Commission as referenced herein.

## 2.7.4. Using Fund Balance

- 2.7.4.1. The City has decided to limit the use of fund balance to unanticipated expenditures (such as natural disasters or calamities, emergencies, or unexpected liabilities created by new state or federal legislation); specific and reasonable cash flow purposes; grant anticipation reimbursement; new public health and safety needs; service enhancements; early retirement of debt; and one-time capital expenditures that align with essential services. Fund balance should not be used as a long-term approach to balancing the budget or ongoing expenditures.

## 2.7.5. Replenishing the Fund Balance

- 2.7.5.1. If the Fund Balance is depleted below the level established by this policy, the City Manager, with consultation from the Finance Director, will develop a plan to replenish the Fund Balance. The plan will be approved by the Commission and should include recommendations for rate, fee or revenue adjustments and expenditure reductions, as necessary. The plan should also be reviewed and modified on an annual basis until the Fund Balance policy level is achieved. Any increase in discretionary expenditures should be limited until the Fund Balance is restored to the policy level.

## 3. Revenues

### 3.1. General Revenue Management

#### 3.1.1. Applicability

- 3.1.1.1. The revenue policies in this chapter are designed to ensure that revenue planning and management is conducted in accordance with City charter and ordinances, as well as state and federal regulations.

#### 3.1.2. General revenue policies

- 3.1.2.1. Diversified and stable base – the City will seek to maintain a diversified and stable revenue base to reduce the effects of short-term fluctuations in any one revenue source.
- 3.1.2.2. Current revenues for current users – the City will fund current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.
- 3.1.2.3. Interfund transfers and loans
  - 3.1.2.3.1. In order to achieve important public policy goals, the City has established various special revenue, debt service, and enterprise funds to account for revenues whose use should be restricted to certain activities. Accordingly, each fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures, and fund equity (fund balance or net position).

- 3.1.2.3.2. Any transfers between funds for operating purposes are clearly set forth in the annual budget (see chapter 2.1.). These operating transfers, under which financial resources are transferred from one fund to another, are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons, and are not intended to result in a transfer of financial resources by the end of the fiscal year. In summary, interfund transfers result in a change in fund equity; interfund borrowings do not, as the intent is to repay the loan in the near term.

## **3.2. User Fee Cost Recovery Goals**

### 3.2.1. Ongoing review

- 3.2.1.1. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the service delivery costs as well as changes in methods or levels of service delivery. In instances where State or other regulations limit the level of fees charged for City services, the user fee cost recovery principles may not apply. The budget document will identify where fee levels have been limited and clearly identify the subsidy required due to user fee limitations.

### 3.2.2. User fee cost recovery levels

- 3.2.2.1. In setting user fees and cost recovery levels, the following factors will be considered:

- 3.2.2.1.1. Community-wide versus special benefit – the level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
- 3.2.2.1.2. Service recipient versus service driver – after considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
- 3.2.2.1.3. Effect of pricing on the demand for services – the level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly stimulated by artificially low prices. Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
- 3.2.2.1.4. Feasibility of collection and recovery – although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

### 3.2.3. Factors favoring low cost recovery levels

- 3.2.3.1. Very low cost recovery levels are appropriate under the following circumstances:

- 3.2.3.1.1. There is no intended relationship between the amount paid and the benefit received.
- 3.2.3.1.2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
- 3.2.3.1.3. There is no intent to cover the cost of the service. Examples may include park shelter and auditorium rental.
- 3.2.3.1.4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services fall into this category.

- 3.2.3.1.5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Small-scale licenses and permits might fall into this category.

## 3.2.4. Factors favoring high cost recovery levels

- 3.2.4.1. The use of service charges as a major source of funding service levels is especially appropriate under the following circumstances:

- 3.2.4.1.1. The service is similar to services provided through the private sector and private or other public sector alternatives could or do exist for the delivery of the service.

- 3.2.4.1.2. For requested service that requires added costs, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received. An example is higher fees for utility hookup after normal working hours.

- 3.2.4.1.3. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

## 3.2.5. General concepts regarding the use of service charges

- 3.2.5.1. The following general concepts will be used in developing and implementing service charges:

- 3.2.5.1.1. Revenues should not exceed the reasonable cost of providing the service.

- 3.2.5.1.2. Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, vehicle maintenance, and insurance.

- 3.2.5.1.3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

- 3.2.5.1.4. Rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.

- 3.2.5.1.5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

## 3.2.6. Low cost recovery services

- 3.2.6.1. Based on the criteria discussed above, the following types of services should have very low cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them. However, the primary source of funding for the operation as a whole should be general-purpose revenues, not user fees.

- 3.2.6.1.1. Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks, and general-purpose buildings.

- 3.2.6.1.2. Providing social service programs and economic development activities.

## 3.2.7. Recreation programs

- 3.2.7.1. The following cost recovery policies apply to the City's recreation programs:

- 3.2.7.1.1. Cost recovery for activities directed to adults should be relatively high.

- 3.2.7.1.2. Cost recovery for activities directed to youth and seniors should be relatively low. Although ability to pay may not be a concern for all youth and senior participants, these are desired program activities, and the cost of determining need may be greater than the cost of providing a uniform service fee structure to all participants. Further, there is a community-wide benefit in encouraging high levels of participation in youth and senior recreation activities regardless of financial status.

3.2.7.1.3. In those circumstances where services are similar to those provided in the private sector, cost recovery levels should be higher.

3.2.7.2. The City Parks and Recreation Department will work with the Parks Board to review recreation programs and establish specific cost recovery targets for broad program classifications.

### 3.2.8. Planning programs

3.2.8.1. The following cost recovery policies apply to the current planning programs:

3.2.8.1.1. Services provided under this category include:

3.2.8.1.1.1. Planning (planned development permits, tentative tract and parcel maps, rezonings, general plan amendments, variances, use permits).

3.2.8.1.1.2. Building and safety (building permits, structural plan checks, inspections, rental inspections).

3.2.8.1.1.3. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments).

3.2.8.1.2. Cost recovery for these services should generally be very high. In most instances, the City's cost recovery goal should be 100%. Exceptions to this standard include any long-range planning services, as this function is clearly intended to serve the broader community.

### 3.2.9. Comparability with other communities

3.2.9.1. In setting user fees, the City will consider fees charged by other agencies in accordance with the following criteria:

3.2.9.1.1. Surveying other comparable communities provides useful background information in setting fees as they reflect the market for these fees and can assess where the City compares.

3.2.9.1.2. If prudently analyzed, they can serve as a benchmark for how cost-effectively the City provides its services.

3.2.9.1.3. However, fee surveys should never be the sole or primary criteria in setting City fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:

3.2.9.1.3.1. What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?

3.2.9.1.3.2. What costs have been considered in computing the fees?

3.2.9.1.3.3. When was the last time that their fees were comprehensively evaluated?

3.2.9.1.3.4. What level of service do they provide compared with our service or performance standards?

3.2.9.1.3.5. Is their rate structure significantly different than ours and what is it intended to achieve?

3.2.9.1.4. These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of City of Lakeland fees to other communities should be one factor among many that is considered in setting City fees.

## 3.3. Sewer Fees and Rates

3.3.1. City will set fees and rates for the Sewer utility enterprise fund at levels that fully cover total direct and indirect costs, including operations, capital outlay and improvements, and debt service. The City will model five years of projected revenues and expenses, including capital improvements, and set or modify sewer rates via ordinance of the Board of Commissioners.

## 3.3.2. Debt service

- 3.3.2.1. The City will set Sewer enterprise fund rates at levels needed to fully cover debt service requirements as well as operations, maintenance, administration, and capital improvement costs. The ability to afford new debt for enterprise operations will be evaluated as an integral part of the City's rate review and setting process.

## 3.4. Stormwater Fees and Rates

- 3.4.1. The stormwater fees and rates are intended to fund operating costs of the Stormwater special revenue fund. Typically, the City will model five years of operating costs in order to recommend changes to stormwater fees to the Board of Commissioners for approval via ordinance. Major capital improvements will typically be funded by other funding sources or accumulated fund balance, if any.

## 3.5. Solid Waste Fees and Rates

- 3.5.1. The solid waste fees and rates are intended to fund operating costs of the Solid Waste special revenue fund. Typically, the City will model five years of operating costs in order to recommend changes to solid waste fees to the Board of Commissioners for approval via ordinance. Major capital improvements will typically be funded by other funding sources or accumulated fund balance, if any.

## 3.6. Grant Funding

- 3.6.1. The City shall actively seek grant funding to fund both operating and capital expenditures. Prior to acceptance of grant funding, an evaluation of the grant must determine the following:
  - 3.6.1.1. The grant purpose is compatible with City program objectives.
  - 3.6.1.2. The benefits provided by the grant exceed the cost of administration.
  - 3.6.1.3. The grant does not commit the City to long-term tax funded expenditures after the completion of the grant period. The City will evaluate the cost and funding source to determine whether to continue the service when the grant period ends. The decision to continue to fund or discontinue will be made prior to accepting the grant. Alternatively, the City could choose to continue the service with other funding.

## 3.7. Revenue Distribution

- 3.7.1. The City recognizes that GAAP discourages the earmarking of General Fund revenues, and accordingly, the practice of designating General Fund revenues for specific programs should be minimized in the City's management of its fiscal affairs. However, certain revenue sources may, from time to time, be committed or assigned via resolution or ordinance of the Board of Commissioners for dedicated expenditure purposes.

### 3.7.2. State Street Aid Fund

- 3.7.2.1. The State of Tennessee requires that intergovernmental revenues received by the City for certain state-wide gas and motor fuel taxes be segregated into a separate special revenue fund – the State Street Aid Fund. The revenues received from these taxes are restricted for use on street infrastructure and maintenance. While a special revenue fund with a designated revenue source, the City may from time to time supplement expenditures in this fund through transfers from the General Fund.

## 3.8. Use of Excess Sales Tax Revenues to Reduce Citizen Fees

### 3.8.1. Policy intent

- 3.8.1.1 When actual sales tax collections exceed budgeted projections and ongoing expenditure obligations, the City may consider the strategic use of excess sales tax revenues to reduce or stabilize fees charged to citizens for City services except for utility user fees, i.e. Sewer user fees.

3.8.1.2. This policy is intended to provide direct financial relief to residents while maintaining long-term fiscal sustainability and service quality.

## 3.8.2. Definition of excess sales tax

3.8.2.1. Excess sales tax revenues are defined as sales tax collections received in excess of adopted budget estimates, after accounting for required reserves, fund balance policies, debt service obligations, and other legally or contractually mandated commitments.

## 3.8.3. Eligible uses

3.8.3.1 Excess sales tax revenues may be used to offset or reduce user fees, rates, or charges other than those for utilities when such fees:

3.8.3.1.1. Fund services that provide a clear community-wide benefit; or

3.8.3.1.2. Are subject to significant volatility or affordability concerns.

3.8.3.2. The use of excess sales tax revenues shall not be applied in a manner that creates a structural imbalance or ongoing reliance on non-recurring revenues to support recurring costs.

## 3.8.4. Priority considerations

3.8.4.1. In determining whether and how excess sales tax revenues may be used for fee reduction, the City will consider:

3.8.4.1.1. The sustainability of sales tax growth trends;

3.8.4.1.2. Compliance with adopted fund balance and reserve policies;

3.8.4.1.3. The extent to which fee reductions align with cost recovery principles outlined in Section 3.2; and

3.8.4.1.4. The potential impact on service levels and long-term capital or maintenance needs.

## 3.8.5. Budgetary transparency and approval

3.8.5.1. Any proposed use of excess sales tax revenues to reduce citizen fees shall be explicitly identified in the annual budget or by separate resolution or ordinance of the Board of Commissioners.

3.8.5.2. The budget document shall clearly disclose the amount of excess sales tax revenue used and the fees affected.

## 4. **Resource Management**

### 4.1. **Purchasing**

#### 4.1.1. Applicability

4.1.1.1. This chapter presents the City's purchasing policy. The City intends to purchase goods and services of high quality consistent with the expected use at the most reasonable cost. The purpose of the City purchasing policy is to provide guidance for all department and purchasing personnel involved in the

procurement process. This policy applies to all City personnel involved in the procurement process and to all City purchases in any City fund.

## 4.1.2. Competitive procurement

4.1.2.1. Purchases less than \$5,000 – competitive bids or quotations for the purchase of items which cost less than \$5,000 are desirable but not mandatory. All purchases must be authorized by a purchase order approved by the City Manager, unless otherwise specifically exempt.

4.1.2.2. Purchases of \$5,000 and above, but less than \$25,000 – purchases, leases, and lease purchases of \$5,000 and above, and less than \$25,000 singly or in the aggregate during any fiscal year and, except as otherwise provided, shall require three (3) competitive bids or quotations, either verbal or written, whenever possible prior to each purchase.

4.1.2.2.1. Purchases of \$10,000 and above, but less than \$25,000, shall be reported to the Board of Commissioners each month by the City Manager or designee.

4.1.2.3. Purchases of \$25,000 and above require Board of Commissioners approval. Purchases of \$25,000 and above require:

4.1.2.3.1. A description of all projects or purchases, except as otherwise provided in this chapter, which require the expenditure of City funds of \$25,000 or more shall be prepared and submitted to the City Manager for authorization to call for bids or proposals.

4.1.2.3.2. The award of purchases, leases, or lease purchases of \$25,000 or more shall be authorized by the Board of Commissioners to the lowest and best responsible bidder.

4.1.2.3.3. The City Manager may approve the procurement of goods or services authorized in the annual operating budget, or subsequent budget amendment, and purchases that are routine to City operations provided that the purchase, lease, or lease-purchase does not impose any substantial long-term consequences upon the City

4.1.2.3.4. The transaction involving purchases, leases, or lease-purchases of \$25,000 or greater shall be evidenced by written contract or agreement.

## 4.1.2.4. Exceptions

4.1.2.4.1. Upon the written recommendation of the City Manager that it is clearly to the advantage of the City not to contract with competitive bidding, the Board may authorize noncompetitive contracts by resolution adopted unanimously by members present.

4.1.2.4.2. Purchases amounting to \$10,000 or greater, which do not require public advertising and sealed bids or proposals, may be allowed only under the following circumstances and, except as otherwise provided herein, when such purchases are authorized by the governing body:

4.1.2.4.2.1. Sole source of supply or proprietary products as determined after complete search by the City Manager or designee, after which the City Manager shall provide notification to the Board.

4.1.2.4.2.2. Emergency expenditures with subsequent approval of the City Manager or designee in accordance with the provisions herein.

4.1.2.4.2.3. Purchases from instrumentalities created by two or more cooperating governments.

4.1.2.4.2.4. Purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods or services specifically to municipalities.

4.1.2.4.2.5. Purchases, leases, or lease-purchases of real property.

- 4.1.2.4.2.6. Purchases, leases, or lease-purchases from any federal, state, or local governmental unit or agency, of second-hand articles or equipment or other materials, supplies, commodities, and equipment.
  - 4.1.2.4.2.7. Purchases through other units of governments as authorized by T.C.A. 6-56-30 I et seq.
  - 4.1.2.4.2.8. Purchases directed through or in conjunction with the State Department of General Services.
  - 4.1.2.4.2.9. Purchases from Tennessee State industries.
  - 4.1.2.4.2.10. Professional service contracts as provided in T.C.A. 29-20-407.
  - 4.1.2.4.2.11. Tort Liability Insurance as provided in T.C.A. 12-4-407.
  - 4.1.2.4.2.12. Purchases of perishable commodities.
  - 4.1.2.4.2.13. Professional services as provided in Consultant Selection Policy for Projects funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation (Local Government Guidelines Form 1-2)
- 4.1.2.5. Sealed bids or proposals
- 4.1.2.5.1. Sealed bids are required on purchases of \$10,000.00 or more. Bids must be advertised in a local newspaper of general circulation not less than five days before bid opening date.
  - 4.1.2.5.2. All solicitations of offers shall clearly set forth all requirements which vendors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.
  - 4.1.2.5.3. Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- 4.1.2.6. Recording bids - a summary of bids form should be used to record all bids. The form should be included in the information presented to the Board for consideration of award of the bid. All bids should be opened in public at a specified time. Late bids should not be accepted or opened.
- 4.1.2.7. Rejection of bids
- 4.1.2.7.1. The City Manager may reject any and all bids when in the City's best interest. The City shall have the authority to reject any and all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.
  - 4.1.2.7.2. The City shall not accept the bid of a vendor or contractor who is in default on the payment of any taxes, licenses, fees, or other monies of whatever nature that may be due the City by said vendor or contractor.
- 4.1.2.8. Electronic bidding, invitations to bid, requests for proposals, and other solicitations
- 4.1.2.8.1. Any authorized agent purchasing on behalf of the City may satisfy any requirement for mailing by distributing invitations to bid, requests for proposals and other solicitations electronically.
  - 4.1.2.8.2. The authorized agent may receive bids, proposals, and other offers electronically. Small businesses and minority-owned businesses shall not be required to receive or respond to invitations to bid, requests for proposals, or other solicitations electronically as provided in T.C.A 12-3-704.
- 4.1.2.9. Competitive sealed proposals
- 4.1.2.9.1. The City may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the City Manager or designee, acting under the restrictions and requirements of T.C.A. 12-3-10, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City as provided by the City's Purchasing Policy.

- 4.1.2.9.2. The following conditions for use apply to purchases where competitive sealed proposals may be used in place of competitive bidding.
  - 4.1.2.9.2.1. Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase; and
  - 4.1.2.9.2.2. When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or
  - 4.1.2.9.2.3. When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.
- 4.1.2.9.3. Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.
- 4.1.2.9.4. The award shall be made to the responsible proposer whose proposal the Board determines is the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation.
- 4.1.2.10. Purchase orders - a pre-numbered Purchase Order form must be submitted prior to the purchase of any item, except as designated by the City Manager or designee, or otherwise provided within the City of Lakeland Purchasing Policy.
- 4.1.2.11. Purchase authorization by email or telephone - email and phone authorizations may be made in cases where, due to being out of the office, timely authorization is not possible. The City Manager shall appoint the authorizing person.
- 4.1.2.12. Sole-source and proprietary purchasing - sole-source or proprietary purchasing shall only be used when a vendor providing a good or service is the only source wherein no other acceptable substitutes or alternatives are available.
- 4.1.2.13. Emergencies
  - 4.1.2.13.1. Emergency purchases are essential purchases to be made only when normal functions and operations of the City would be hampered by purchasing in the regular manner, or where property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., and are needed immediately.
  - 4.1.2.13.2. Competitive procurement according to the guidelines in the City's Purchasing Policy should be used when possible in emergencies.
- 4.1.2.14. Direct payments - purchases made for recurring services, most notably telephone, internet, and utility services, do not require the use of a purchase order when authorized by the City Manager or designee in advance.
- 4.1.2.15. Blanket purchase orders - blanket purchase orders may be used in circumstances wherein purchases from vendors are made for small or routine purchases, authorized at the first of each month, provided that the amount is less than \$250 per item.
- 4.1.2.16. Delegated purchasing authority - purchases up to \$500 may be authorized by a designated Supervisor. The City Manager may designate the persons who can authorize up to \$500 in purchases.
- 4.1.2.17. Gasoline - the City Manager or designee may authorize the purchase of gasoline for City vehicles at gas stations within the Lakeland City Limits without a Purchase Order.
- 4.1.2.18. Use of City's credit card and petty cash fund
  - 4.1.2.18.1. Purchases if items that cost less than \$40 from businesses that do not issue invoices or have charge accounts may be made by either credit card or withdrawals from the petty cash fund.

4.1.2.18.2. The agent designated by the City Manager is solely responsible for any withdrawals from the petty cash fund.

4.1.2.18.3. Purchases made by credit card must comply with the City's policy governing the use of credit cards.

4.1.2.18.4. The City Manager or designee may authorize the use of debit or purchasing cards, and designate City personnel authorized to make purchases using said debit or purchasing cards in accordance with the same provisions in the City's policy governing the use of credit cards.

#### 4.1.2.19. Invoices

4.1.2.19.1. All invoices for services or products must be signed as received by the person receiving the equipment or service before the City releases funds to a vendor.

4.1.2.19.2. All vendor checks for City purchases shall be mailed to the vendor address on file.

4.1.2.19.3. Exceptions under special circumstances must be approved by the City Manager or designee.

#### 4.1.3. Ethics

4.1.3.1. City employees involved in the procurement process, as in any other area of City operations, shall behave according to the highest ethical and professional standards in their affairs, conducting such business with the utmost concern for and consideration of the public's trust in the City. In accordance with maintaining the public's trust, any ethical impropriety or the perception thereof should be avoided in all business involving the City of Lakeland.

4.1.3.2. As an employee of the City of Lakeland, all City employees shall notify their supervisor as well as the City Manager if the employee has any knowledge of another employee of the City violating any provision of the City's Purchasing Policy or any other unethical or unprofessional behavior immediately upon receiving such information.

#### 4.1.4. Conflict of interest

4.1.4.1. No purchase shall be made from, nor any contract for purchase of services made with any person, firm, or corporation in which any officer or employee of the City has a direct financial interest except when such person, firm, or corporation is the sole source for such goods or services in Shelby County, Tennessee. In such instances, all purchases shall be subject to prior approval by the City Manager, any direct financial interest having been disclosed to the City Manager prior to authorization for the purchase.

4.1.4.2. Any indirect financial relationship with any person, firm, or corporation in which the City purchases goods or services shall be disclosed to the City Manager or designee. No officer or employee of the City shall accept directly or indirectly any fee, rebate, money, or other thing of value from any person, firm, or corporation employed by or doing business with the City, except on behalf of and for the use of the City, or in accordance with the exception herein above set forth.

#### 4.1.5. Responsibility for purchasing and record-keeping.

4.1.5.1. The City Manager or designee shall be responsible for acting in accordance with the City of Lakeland Purchasing Policy, the procedures therein required, and the general law provisions of the Municipal Purchasing Law of 1983, as amended, including keeping and filing required records and reports, as if they were set out herein and made a part of the City's Purchasing Policy.

## 4.2. Human Resource Management

### 4.2.1. Applicability

4.2.1.1. This chapter provides the City's policy approach to human resource management in terms of regular staffing, temporary staffing, and the use of independent contractors in the City's efforts to ensure quality service delivery in the most efficient and cost-effective manner.

### 4.2.2. Regular staffing

- 4.2.2.1. The budget will fully appropriate the resources needed for authorized regular staffing and will limit programs to the regular staffing authorized.
  - 4.2.2.2. Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by full- and part-time City employees rather than independent contractors. The City will strive to provide competitive compensation and benefit schedules for its authorized regular work force. Each regular employee will:
    - 4.2.2.2.1. fill an authorized regular position;
    - 4.2.2.2.2. be assigned to an appropriate department and fund; and
    - 4.2.2.2.3. receive salary and benefits (if applicable) consistent with the City's compensation plans.
  - 4.2.2.3. To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:
    - 4.2.2.3.1. The Board of Commissioners will authorize all regular positions (generally through the Annual Budget process, see chapter 2.1.).
    - 4.2.2.3.2. The City Manager shall approve the hiring of all regular and temporary employees.
    - 4.2.2.3.3. All requests for additional regular positions will include evaluations of:
      - 4.2.2.3.3.1. the necessity, term, and expected results of the proposed job description;
      - 4.2.2.3.3.2. staffing and materials costs including salary, benefits, equipment, uniforms, clerical support, and facilities;
      - 4.2.2.3.3.3. the ability of private industry to provide the proposed service; and
      - 4.2.2.3.3.4. additional revenues or cost savings which may be realized.
  - 4.2.2.4. Periodically, and before any request for additional regular positions, programs will be evaluated to determine if they can be accomplished with fewer regular employees (see chapter 4.3. Productivity).
- 4.2.3. Temporary staffing
- 4.2.3.1. The hiring of temporary employees will not be used as an incremental method for expanding the City's regular work force.
  - 4.2.3.2. Temporary employees include all employees other than regular employees, elected or appointed officials, and volunteers. Temporary employees will generally augment regular City staffing as extra-help employees, seasonal employees, contract employees, interns, and/or work-study assistants.
  - 4.2.3.3. The City Manager and department directors will encourage the use of temporary rather than regular employees to meet peak workload requirements, fill interim vacancies, and accomplish tasks where less than full-time year-round staffing is required. Under this guideline, temporary employee hours will generally not exceed fifty (50) percent of a regular full-time position. There may be limited circumstances where the use of temporary employees on an ongoing basis in excess of this target may be appropriate due to unique programming or staffing requirements. However, any such exceptions must be approved by the City Manager.
  - 4.2.3.4. Contract employees are defined as temporary employees with written contracts approved by the City Manager and/or Board of Commissioners who may receive approved benefits depending on hourly requirements and the length of their contract. Contract employees will generally be used for medium-term (generally between six months and two years) projects, programs, or activities requiring specialized or augmented levels of staffing for a specific period. The services of contract employees will be discontinued upon completion of the assigned project, program, or activity. Accordingly, contract employees will not be used for services that are anticipated to be delivered on an ongoing basis, except for as-needed services

provided by independent contractors or contract employees filled temporarily by the City Manager due to extended vacancies in critical regular staff roles.

#### 4.2.4. Independent contractors

4.2.4.1. Independent contractors are not City employees. They may be used in two situations:

- 4.2.4.1.1. Short-term, peak workload assignments to be accomplished using personnel contracted through an outside temporary employment agency ("OEA"). In this situation, it is anticipated that City staff will closely monitor the work of OEA employees and minimal training will be required. However, they will always be considered the employees of the OEA and not the City. All placements through an OEA will be coordinated through the Human Resources Department and subject to the approval of the City Manager and Finance and Human Resources Director.
- 4.2.4.1.2. Construction of public works or other capital projects and delivery of operating, maintenance, or specialized professional services not routinely performed by City employees. The City Manager may authorize the services of an independent contractor to fill temporary, unexpected, or prolonged vacancies in regular staff roles. Such services will be provided without close supervision by City staff, and the required methods, skills, and equipment will generally be determined and provided by the contractor. Contract awards will be guided by the City's purchasing policy (see chapter 4.1. Purchasing).

### 4.3. Productivity

#### 4.3.1. Applicability

4.3.1.1. This chapter on productivity is designed to ensure delivery of City services at the highest level of quality while optimizing and managing costs.

#### 4.3.2. Productivity standards

4.3.2.1. The City will constantly monitor and review its methods of operation to ensure that services continue to be delivered in the most cost-effective manner possible. This review process encompasses a wide of productivity issues, including:

- 4.3.2.1.1. Analyzing systems and procedures to identify and remove unnecessary review requirements.
- 4.3.2.1.2. Evaluating the ability of new technologies and related capital investments to improve productivity.
- 4.3.2.1.3. Developing the skills and abilities of all City employees.
- 4.3.2.1.4. Developing and implementing appropriate methods of recognizing and rewarding exceptional employee performance.
- 4.3.2.1.5. Evaluating the ability of the private sector to perform the same level of service at a lower cost.
- 4.3.2.1.6. Periodic formal reviews of operations on a systematic, ongoing basis.
- 4.3.2.1.7. Maintaining a decentralized approach to managing the City's support service functions. Although some level of centralization is necessary for review and control purposes, decentralization supports productivity by:
  - 4.3.2.1.7.1. encouraging accountability by delegating responsibility to the lowest possible level;
  - 4.3.2.1.7.2. stimulating creativity, innovation, and individual initiative;
  - 4.3.2.1.7.3. reducing the administrative costs of operation by eliminating unnecessary review procedures;
  - 4.3.2.1.7.4. improving the City's ability to respond to changing needs, and identify and implement cost-saving programs; and

4.3.2.1.7.5. assigning responsibility for effective operations and citizen responsiveness to each department.

## **5. Financial Reporting**

### **5.1. Accounting, Auditing, and Financial Reporting**

#### 5.1.1. Applicability

5.1.1.1. This chapter on accounting, auditing, and financial reporting shall apply to all funds and departments of the City of Lakeland.

#### 5.1.2. Policy

5.1.2.1. The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall City goals and objectives are met.

#### 5.1.2.2. Accounting records and reporting

5.1.2.2.1. The City will maintain its accounting records in accordance with state and federal law and regulations, as well as any specific requirements related to grant agreements. Budgetary reporting will be in accordance with the State's budget laws and regulations. The City will report its financial condition and results of operations in accordance with City charter, state regulations, and GAAP applicable to governments.

5.1.2.2.2. The Finance and Human Resources Director shall report to the Board of Commissioners 1) budget to actual comparisons for each governmental fund and 2) financial plan to actual comparisons for each enterprise fund on a monthly basis in the treasurer's report.

#### 5.1.2.3. Auditing

5.1.2.3.1. The City Manager and Finance and Human Resources Director, with approval by the Board of Commissioners, will contract with an external Certified Public Accountant ("CPA") firm with experience in municipal auditing, and of good reputation, to annually perform the City's financial and compliance audit. Their opinions will be contained in the City's annual audited financial statements or Comprehensive Annual Financial Report ("CAFR"). Results of the annual audit shall be provided to the Board of Commissioners, the State of Tennessee, the Federal Audit Clearinghouse, and any other bodies required by regulation or agreement, in a timely manner and in no wise later than the filing due dates.

#### 5.1.2.4. Excellence in financial reporting

5.1.2.4.1. As an additional independent confirmation of the quality of the City's financial reporting, the City will annually seek to obtain the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. The CAFR will be presented in a way designed to communicate with citizens about the City's financial affairs.

#### 5.1.2.5. Simplified fund structure

5.1.2.5.1. The City shall seek to minimize the number of funds. The funds will be categorized in accordance with GAAP for reporting purposes.

#### 5.1.3. Responsibility for accounting, auditing, and financial reporting

5.1.3.1. The Finance and Human Resources Director shall be responsible for the enforcement of the City's accounting, auditing, and financial reporting policies and establishing and monitoring any related procedures, including retaining and filing related auditing financial reports will all required regulatory bodies.

## **6. Version History**

6.1. Version 1.0, adopted by Resolution 20/04-01 dated April 9, 2020

- 6.2. Version 1.1, amending paragraph 2.7.3.2, adopted by Resolution R-16-2022 dated February 10, 2022
- 6.3. Version 1.2, amending paragraph 4.1.2.3, adopted by Ordinance O-19-2023 dated January 4, 2024

DRAFT



Meeting Cycle: Thursday, May 7, 2026

Subject: **Resolution** - recommending an amendment to the salary of the Mayor, Board of Commissioners, and the Board of Education. *Recommended by Community Advisory Board*

Staff Contact: Emily Harrell, City Manager / City Engineer

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**STAFF RECOMMENDATION**

The Community Advisory Board recommends the Board of Commissioners approve Resolution R-62-2026.

**BUDGET IMPACT**

**DISCUSSION**

The Board of Commissioners referred the item related to the salary of the Mayor, Commissioners and Board of Education to be evaluated by the Community Advisory Board.

The Community Advisory Board discussed the item in detail at the April 14, 2026 meeting and voted unanimously to increase the pay as outlined in the table below.

The salaries of the Mayor and Commissioners may be established by the Board of Commissioners at the time of adoption of the annual budget. A change in salary will not become effective prior to the end of the term for which such officials were elected. The Board of Commissioners may elect to change the School Board compensation at any time in the School Board officials term.

RESOLUTION R-62-2026  
A RESOLUTION RECOMMENDING AN AMENDMENT TO THE SALARY OF THE  
MAYOR, BOARD OF COMMISSIONERS, AND THE BOARD OF EDUCATION

---

**WHEREAS**, the Board of Commissioners of the City of Lakeland, Tennessee requested that the Community Advisory Board review the annual salaries of the Mayor, Board of Commissioners, and the Board of Education; and

**WHEREAS**, the Community Advisory Board has reviewed the current compensation structure and desires to recommend that the Board of Commissioners establish the salary received by the Mayor of the City of Lakeland at thirty-five thousand dollars (\$35,000.00) per year; and

**WHEREAS**, the Community Advisory Board further recommends that the Board of Commissioners establish the salary received by the Commissioners of the City of Lakeland at seven thousand five hundred dollars (\$7,500.00) per year; and

**WHEREAS**, the Community Advisory Board further recommends that the Board of Commissioners establish the salary received by the Board of Education Member at four thousand eight hundred dollars (\$4,800.00) per year; and

**WHEREAS**, the Community Advisory Board further recommends that the Board of Commissioners establish the salary, with the understanding that such salaries shall be reassessed in the event the current form of government changes; and,

**WHEREAS**, the Mayor and two Commissioners salary increases will be appropriated in the proposed Fiscal Year 2027 Annual Budget for the General Fund:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Lakeland, Tennessee, that the proposed salary adjustments as recommended by the Community Advisory Board, are approved and will be implemented as outlined below:

**SECTION 1:** The Mayor and Commissioner salaries will not become effective prior to the end of the term for which the current officials were elected.

**SECTION 2:** The School Board salaries will become effective July 1, 2026.

**APPROVED AND ADOPTED** by the Board of Commissioners of the City of Lakeland, Tennessee, on this 7<sup>th</sup> day of May, 2026.

ATTEST:

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Josh Roman  
Mayor

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Rebecca Hume  
City Recorder



## Board of Commissioners

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Meeting Cycle: Thursday, May 7, 2026

Subject: **Discussion and Possible Action** - related to City of Lakeland Solid Waste rates.

Staff Contact: Nick Pulido, Public Works Director

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### STAFF RECOMMENDATION

### BUDGET IMPACT

### DISCUSSION

The Solid Waste Fund is a special revenue fund whose revenues are generated from user rates and General Fund contributions. A General Fund contribution of \$275,000 was made in FY2024, a General Fund Contribution of \$282,721 was made in FY2025, and an estimated General Fund contribution of \$445,984 is expected in FY2026. The current Solid Waste rate is \$24.70 and was last updated in 2013. An increased solid waste rate would reduce the general fund contribution amount and account for planned contractual increases.