



Board of Commissioners
Regular Meeting Agenda
Thursday, June 4, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance Second and Final Reading** — adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.
 2. **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*
 3. **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Lakeland School System Budget Presentation — *Superintendent Horrell*
 2. Mayor's Report
 - a. Proclamation establishing July 2026 as Parks and Recreation Month
 - b. Proclamation establishing July 17, 2026 as Parks and Recreation Professionals Day

3. City Manager's Report
4. Commissioner's Reports
 - a. Industrial Development Board - *Commissioner Johnston*
 - b. Parks and Recreation Board - *Vice-Mayor Dial*

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of Previous Meeting Minutes** - Regular BOC Meeting May 21, 2026
2. **Ordinance Second and Final Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.
3. **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*
4. **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.
5. **Resolution** - recommending an amendment to the salary of the Chair and Members of the Board of Education. *Recommended by the Community Advisory Board*
6. **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by the Community Advisory Board*
7. **Resolution** - approving an agreement with ViktorHall Construction, LLC. for the IH Park Clubhouse Deck Project
8. **Resolution** - approving a residential development contract with Rev3 Willows Holdings, LLC for the Willows at the Lake Phase 3 subdivision and rescinding resolution R-79-2026

9. **Resolution** - authorizing the City Manager to enter into an agreement with Tennessee Soccer Academy for a youth recreation and competitive soccer program. *Recommended by the Parks and Recreation/Natural Resources Board*

10. **Discussion and Possible Action** - related to City of Lakeland anticipated property tax revenue increase from TIF's. *Sponsored by Mayor Roman*

11. **Discussion and Possible Action** - related to City of Lakeland Solid Waste Rates.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, *Tennessee Code Annotated* (“T.C.A.”) § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and,

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and,

WHEREAS, the activities in the sewer enterprise proprietary fund type are supported by charges for services and are not in a fund type included in T.C.A. § 6-56-203 (quoted above) yet operate under an annual financial plan; and,

WHEREAS, the City Manager, as budget commissioner, has presented the Annual Budget document to the Board of Commissioners, such document included the appropriated budget schedules, budgetary comparison schedules, and other financial plans, in accordance with City Charter; and,

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year actual results and current year’s estimated results in a newspaper of general circulation not less than ten (10) days prior to the meeting wherein the Board will consider final passage of the budget:

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

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

GENERAL FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Property taxes	\$ 5,914,339	\$ 6,511,564	\$ 7,131,163
Local sales taxes	3,844,456	3,834,487	4,001,829
Intergovernmental	2,099,839	2,076,988	2,253,541
Licenses and permits	178,964	298,973	377,173
Charges for services	216,207	298,759	334,399
Federal, state, and local grants	443,946	13,317,495	14,498,195
Contributions	5,683,010	-	-
Interest income	354,685	203,500	328,500
Other income	237,563	170,500	19,000
OTHER FINANCING SOURCES			
Issuance of debt	-	13,723,410	9,610,805
Transfers in	43,502	-	-
Total revenues and other financing sources	19,016,511	40,435,676	38,554,605
EXPENDITURES			
Current			
General government	2,627,815	3,414,410	3,840,460
Community development	1,015,016	1,110,327	1,426,332
Public works	1,043,104	1,397,626	1,575,392
Parks and recreation	1,476,991	2,053,725	1,977,071
Debt service (principal and interest)	181,500	-	-
Capital outlays	4,221,250	25,546,744	24,661,000
OTHER FINANCING USES			
Transfers out	6,183,296	8,703,086	4,993,769
Total appropriations	16,748,972	42,225,918	38,474,024
Change in Fund Balance (Revenues - Appropriations)	2,267,539	(1,790,242)	80,581
Fund balance, beginning	7,536,843	9,804,382	8,014,140
Fund balance, ending	\$ 9,804,382	\$ 8,014,140	\$ 8,094,721
Ending Fund Balance as % of Total Appropriations	58.5%	19.0%	21.0%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

STATE STREET AID FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Intergovernmental	\$ 544,016	\$ 480,330	\$ 517,500
Federal, state, and local grants	12,686	1,256,000	-
OTHER FINANCING SOURCES			
Transfers in	2,218,513	2,677,688	1,293,982
Total revenues and other financing sources	2,775,215	4,414,018	1,811,482
EXPENDITURES			
Current			
Public works	2,642,028	5,535,510	1,271,924
Capital outlays	119,081	208,879	465,000
Total appropriations	2,761,109	5,744,389	1,736,924
Change in Fund Balance (Revenues - Appropriations)	14,106	(1,330,371)	74,558
Fund balance, beginning	1,241,707	1,255,813	(74,558)
Fund balance, ending	\$ 1,255,813	\$ (74,558)	\$ -
Ending Fund Balance as % of Total Appropriations	45.5%	-1.3%	0.0%

STORMWATER FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 217,080	\$ 215,500	\$ 216,500
OTHER FINANCING SOURCES			
Transfers in	53,000	-	-
Total revenues and other financing sources	270,080	215,500	216,500
EXPENDITURES			
Current			
Public works	124,446	118,121	126,741
Capital outlays	240,859	102,500	350,000
Total appropriations	365,305	220,621	476,741
Change in Fund Balance (Revenues - Appropriations)	(95,225)	(5,121)	(260,241)
Fund balance, beginning	372,642	277,417	272,296
Fund balance, ending	\$ 277,417	\$ 272,296	\$ 12,055
Ending Fund Balance as % of Total Appropriations	75.9%	123.4%	2.5%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SOLID WASTE FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 1,401,880	\$ 1,417,540	\$ 1,447,500
Federal, state, and local grants	469,257	-	-
Other income	1,943	100	-
OTHER FINANCING SOURCES			
Transfers in	282,721	445,984	153,647
Total revenues and other financing sources	2,155,801	1,863,624	1,601,147
EXPENDITURES			
Current			
Public works	1,706,660	1,766,355	2,083,319
Capital outlays	-	-	-
Total appropriations	1,706,660	1,766,355	2,083,319
Change in Fund Balance (Revenues - Appropriations)	449,141	97,269	(482,172)
Fund balance, beginning	(62,706)	386,435	483,704
Fund balance, ending	\$ 386,435	\$ 483,704	\$ 1,532
Ending Fund Balance as % of Total Appropriations	22.6%	27.4%	0.1%
DEBT SERVICE FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Interest income	\$ 9	\$ -	\$ -
OTHER FINANCING SOURCES			
Transfers in	2,557,397	4,887,094	2,492,960
Total revenues and other financing sources	2,557,406	4,887,094	2,492,960
EXPENDITURES			
Debt Service			
Principal	1,139,837	3,107,239	1,057,833
Interest and fiscal charges	1,417,588	1,779,855	1,435,127
Total appropriations	2,557,425	4,887,094	2,492,960
Change in Fund Balance (Revenues - Appropriations)	(19)	-	-
Fund balance, beginning	118	99	99
Fund balance, ending	\$ 99	\$ 99	\$ 99
Ending Fund Balance as % of Total Appropriations	0.0%	0.0%	0.0%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

GENERAL PURPOSE SCHOOL FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Property taxes	\$ 6,716,407	\$ 7,075,588	\$ 7,715,000
Local sales taxes	4,831,377	5,730,336	5,810,000
Intergovernmental	22,669,424	19,560,132	18,755,936
Charges for services	209,969	67,000	65,750
Federal, state, and local grants	22,595	759,023	236,342
Interest income	1,214	2,000	1,300
Other income	189,002	50,000	282,193
OTHER FINANCING SOURCES			
Transfers in	760,523	768,329	1,053,180
Total revenues and other financing sources	35,400,511	34,012,408	33,919,701
EXPENDITURES			
Current			
Education	29,476,684	33,675,692	33,919,701
Capital outlays	67,000	-	-
OTHER FINANCING USES			
Transfers out	3,526,643	1,195	-
Total appropriations	33,070,327	33,676,887	33,919,701
Change in Fund Balance (Revenues - Appropriations)	2,330,184	335,521	-
Fund balance, beginning	7,049,636	9,379,820	9,715,341
Fund balance, ending	\$ 9,379,820	\$ 9,715,341	\$ 9,715,341
Ending Fund Balance as % of Total Appropriations	28.4%	28.8%	28.6%

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ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SCHOOL CAPITAL PROJECTS FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Contributions	\$ 812,693	\$ 1,204,899	\$ 1,300,000
Interest income	58,535	14,400	240,000
Other income	100,000	51,967	-
OTHER FINANCING SOURCES			
Transfers in	3,820,000	-	-
Total revenues and other financing sources	4,791,228	1,271,266	1,540,000
EXPENDITURES			
Capital outlays	4,950,046	1,461,142	1,540,000
Total appropriations	4,950,046	1,461,142	1,540,000
Change in Fund Balance (Revenues - Appropriations)	(158,818)	(189,876)	-
Fund balance, beginning	587,364	428,546	238,670
Fund balance, ending	\$ 428,546	\$ 238,670	\$ 238,670
Ending Fund Balance as % of Total Appropriations	8.7%	16.3%	15.5%

SCHOOL FEDERAL PROJECTS FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Federal, state, and local grants	\$ 1,090,652	\$ 867,759	\$ 787,019
EXPENDITURES			
Current			
Education	864,269	867,759	787,019
Total appropriations	864,269	867,759	787,019
Change in Fund Balance (Revenues - Appropriations)	226,383	-	-
Fund balance, beginning	(188,089)	38,294	38,294
Fund balance, ending	\$ 38,294	\$ 38,294	\$ 38,294
Ending Fund Balance as % of Total Appropriations	4.4%	4.4%	4.9%

SCHOOL NUTRITION FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 598,272	\$ 645,000	\$ 720,500
Federal, state, and local grants	405,498	410,000	465,000
Total revenues	1,003,770	1,055,000	1,185,500
EXPENDITURES			
Education	1,029,858	1,094,673	1,185,500
Total appropriations	1,029,858	1,094,673	1,185,500
Change in Fund Balance (Revenues - Appropriations)	(26,088)	(39,673)	-
Fund balance, beginning	703,184	677,096	637,423
Fund balance, ending	\$ 677,096	\$ 637,423	\$ 637,423
Ending Fund Balance as % of Total Appropriations	65.7%	58.2%	53.8%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SCHOOL LEAP FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 301,918	\$ 320,000	\$ 320,000
EXPENDITURES			
Education	213,428	308,002	320,000
Total appropriations	213,428	308,002	320,000
Change in Fund Balance (Revenues - Appropriations)	88,490	11,998	-
Fund balance, beginning	302,346	390,836	402,834
Fund balance, ending	\$ 390,836	\$ 402,834	\$ 402,834
Ending Fund Balance as % of Total Appropriations	183.1%	130.8%	125.9%

SECTION 2. As of June 30, 2027, the governing body estimates fund balances or deficits for each governmental fund type as follows:

	ESTIMATED FUND BALANCE OR NET POSITION
AT JUNE 30, 2027	
General Fund	\$ 8,094,721
State Street Aid Fund	-
Stormwater Fund	12,055
Solid Waste Fund	1,532
Debt Service Fund	99
General Purpose School Fund	9,715,341
School Capital Projects Fund	238,670
School Federal Projects Fund	38,294
School Nutrition Fund	637,423
School LEAP Fund	402,834
Sewer Fund	20,670,426

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SECTION 3. The governing body projects annual operating results and ending net position for the sewer enterprise proprietary fund type for the fiscal year ending June 30, 2027, presented along with the actual operating results and ending net position for the last preceding fiscal year and estimated operating results and ending net position for the current fiscal year, as follows:

SEWER FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	PLAN FY 2027
OPERATING REVENUES			
Charges for Services			
Sewer service fees	\$ 2,926,156	\$ 3,039,067	\$ 3,800,980
Service connection fees	249,700	509,650	509,650
Total operating revenues	<u>3,175,856</u>	<u>3,548,717</u>	<u>4,310,630</u>
OPERATING EXPENSES			
Personnel costs	744,137	870,716	823,894
Sewer system administration	1,223,370	1,037,100	1,128,980
Depreciation expense	606,969	1,138,000	1,086,969
Total operating expenses	<u>2,574,476</u>	<u>3,045,816</u>	<u>3,039,843</u>
Operating income	601,380	502,901	1,270,787
NONOPERATING REVENUES (EXPENSES)			
Interest income	188	5,500	5,500
Interest and fiscal charges	(483,985)	(198,790)	(755,850)
Net nonoperating revenues (expenses)	<u>(588,759)</u>	<u>(193,290)</u>	<u>(750,350)</u>
Capital grants and contributions	-	4,265,687	1,400,890
Change in net position	12,621	4,575,298	1,921,327
Net position, beginning	14,161,180	14,173,801	18,749,099
Net position, ending	<u>\$ 14,173,801</u>	<u>\$ 18,749,099</u>	<u>\$ 20,670,426</u>

SECTION 4. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness and annual debt service requirements for fiscal year 2027 as follows:

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

	ESTIMATED AS OF JUNE 30, 2026	BUDGET DEBT ISSUE PRINCIPAL	BUDGET DEBT SERVICE PRINCIPAL	ESTIMATED AS OF JUNE 30, 2027	BUDGET INTEREST FY 2027
GENERAL OBLIGATIONS					
TLDA Construction Loan	\$ 1,037,284	\$ -	\$ (70,548)	\$ 966,736	\$ 18,996
U.S. G.O. Refunding, Series 2021	13,550,296	-	(265,016)	13,285,280	293,456
Shelby County Settlement Liability	-	-	-	-	-
U.S. G.O. Bonds, Series 2022	33,318,088	-	(722,269)	32,595,819	1,078,719
Bond Anticipation Note, Series 2024	-	9,610,805	-	9,610,805	43,956
Total general obligations	\$ 47,905,668	\$ 9,610,805	\$ (1,057,833)	\$ 56,458,640	\$ 1,435,127
	ESTIMATED AS OF JUNE 30, 2026	PLAN DEBT ISSUE PRINCIPAL	PLAN DEBT SERVICE PRINCIPAL	PLAN AS OF JUNE 30, 2027	PLAN INTEREST FY 2027
SEWER FUND OBLIGATIONS					
SRF Note Payable	24,000,000	-	(888,492)	23,111,508	708,528
Total Sewer Fund obligations	\$ 24,000,000	\$ -	\$ (888,492)	\$ 23,111,508	\$ 708,528

SECTION 5. That during the ensuing fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

	TOTAL EXPENSE	FINANCED BY ESTIMATED REVENUES OR RESERVES	FINANCED BY DEBT PROCEEDS
CAPITAL PROJECTS - GOVERNMENTAL FUNDS			
Building improvements	\$ 55,000	\$ 55,000	\$ -
New Canada Road	13,000,000	10,400,000	2,600,000
Roads improvements	1,500,000	1,500,000	-
Other furniture, fixtures, and/or equipment	4,000	4,000	-
Public Works Equipment	110,000	110,000	-
Park development	135,000	135,000	-
Winward Slopes Park improvements	162,000	162,000	-
Athletic complex	-	-	-
Lakeland Community Center	11,000,000	7,000,000	4,000,000
Parks Equipment	45,000	45,000	-
Lakeland Pickleball Facility	1,180,000	1,180,000	-
Street Aid equipment	95,000	95,000	-
Street Aid Building Improvements	350,000	350,000	-
Storm water projects	110,000	110,000	-
LSS general projects (building improvements)	1,540,000	1,540,000	-

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

- SECTION 6.** No appropriation may be exceeded without an amendment of the budget ordinance as required by T.C.A. § 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property, or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accordance with T.C.A. § 6-56-205.
- SECTION 7.** Money may be transferred from one appropriation to another in the same fund by the City Manager, subject to such limitations and procedures as may be set from time to time by the Board of Commissioners, and pursuant to T.C.A. § 6-56-209. Any resulting transfer shall be reported to the governing body at its next regular meeting as a component of the Treasurer's Report and be entered into the minutes.
- SECTION 8.** This ordinance will be included with and become a component of the Annual Budget document, which is encompassed and made a part of this ordinance in whole. This published Annual Budget document, including the detailed financial plans and budgets by fund, showing all anticipated revenues, other financing sources, expenditures, and other financing uses and ending fund balances, as well as personnel levels by fund and function required by T.C.A. § 6-56-206, shall be made available online and in person for public viewing.
- SECTION 9.** There is hereby levied a property tax of \$.94 per \$100 of assessed value on all real and personal property within the City of Lakeland, Tennessee, of which 35.17 percent represents annual debt service for fiscal year 2027.
- SECTION 10.** This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 11.** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SECTION 12. 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 13. This ordinance shall take effect July 1, 2027, the public welfare requiring it.

First Reading: May 21, 2026
Publication Date: May 26, 2026
Public Hearing: June 4, 2026
Final Reading: June 4, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

ORDINANCE O-8-2026

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

WHEREAS, in accordance with Tenn. Code Ann. §13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing; and

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, finds it necessary and appropriate to regulate the placement and use of residential construction dumpsters in order to protect the public health, safety, and welfare; and

WHEREAS, the Board of Commissioners further finds that regulations governing residential construction dumpsters will promote neighborhood cleanliness, reduce public nuisances, protect public infrastructure, and ensure safe disposal practices;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that Title 17 of Municipal Code is amended as follows:

SECTION 1. The City of Lakeland municipal code Title 17 Refuse and Trash Disposal, is hereby amended to add the following language:

17-101 Definitions

(26) “Residential Construction Dumpster.” A temporary waste container placed on residential property for the collection and removal of construction debris, demolition materials, remodeling waste, or other refuse generated from the construction, renovation, repair, or demolition of a residential structure. A residential construction dumpster shall not be used for the disposal of hazardous waste, liquid waste, or household garbage unrelated to the permitted construction activity.

17-103 Storage

“Residential construction dumpsters associated with an active construction, renovation, demolition, or repair projects may be temporarily placed on residential property provided that such dumpsters are maintained in a safe and sanitary condition, are not overloaded, and do not create a public nuisance or safety hazard. All materials placed within such dumpsters shall remain contained within the dumpster.”

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

17-104 Location of Containers

“Residential construction dumpsters shall not obstruct streets, sidewalks, alleys, drainage facilities, fire hydrants, utility access points, driveways, or traffic visibility. No residential construction dumpster shall be placed within a public street or public right-of-way without approval from the city. Any dumpster authorized for placement within the public right-of-way shall include appropriate reflective markings or other safety devices as required by the city.”

17-105. Residential construction dumpsters

(1) Residential construction dumpsters may be used only in connection with an active construction, remodeling, demolition, repair, or renovation project occurring on the property where the dumpster is located.

(2) A permit in the amount of fifty (50) dollars is required to be obtained by the City of Lakeland before the placement of any residential construction dumpster is permitted.

(3) Residential construction dumpsters shall be placed on a paved or otherwise stable surface whenever practicable.

(4) No residential construction dumpster shall remain on residential property for more than ninety (90) consecutive days unless an extension is approved by the city.

(5) Hazardous waste, flammable liquids, liquid waste, biomedical waste, or any material prohibited by state or federal law shall not be placed within a residential construction dumpster.

(6) The property owner, contractor, and dumpster provider shall each be responsible for compliance with the requirements of this chapter.

(7) Any damage to public streets, curbs, sidewalks, drainage infrastructure, or utilities caused by the placement or use of a residential construction dumpster shall be repaired at the expense of the responsible party.

(8) The City of Lakeland may require the removal or relocation of any residential construction dumpster that creates a public nuisance, obstructs traffic or drainage, or otherwise violates this chapter.

SECTION 2. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: May 21, 2026
Public Hearing: June 4, 2026
Final Reading: June 4, 2026

ORDINANCE O-8-2026

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

ORDINANCE O-9-2026

AMENDING THE LAND DEVELOPMENT REGULATIONS FOR THE CITY OF
LAKELAND TO INCORPORATE THE STREETScape TEXT AMENDMENTS
PROPOSED IN THE HIGHWAY 70 CORRIDOR STUDY.

WHEREAS, the City of Lakeland, Tennessee, recognizes the need to update its Land Development Regulations to reflect the changes recommended by the Highway 70 Corridor study; and

WHEREAS, the City has conducted a thorough review of its existing regulations and has engaged stakeholders, including residents, property owners, developers, and industry professionals in the process; and

WHEREAS, the City desires to ensure orderly development, protect property values, and promote the health, safety, and welfare of its citizens through the adoption of updated regulations

WHEREAS, the City of Lakeland's Municipal Planning Commission has reviewed the updates to the Land Development Regulations on May 14, 2026, and recommended said updates; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that the updated version of the City of Lakeland Land Development Regulations has been approved.

SECTION 1. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: May 21, 2026

Public Hearing: June 4, 2026

Final Reading: June 4, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

measures. Refer to street type typical sections included in the figures below. The MPC may require additional Right-of-Way elements where deemed necessary.

Table IV.1.1 Street Type Standards

Section	Classification	Typical Street Section	Right-of-Way Width (ft)*	Pavement Width (ft)
1.6.1	Minor Arterial	4 lane divided	108	44
1.6.2	Major Collector	4 lane divided	88	44
1.6.3	Minor Collector	2 lane undivided	66	36
1.6.4	Minor Collector (Rural)	2 lane undivided	66	28
1.6.5	Local Street	2 lane undivided	60	32
1.6.5	Local Street (Alt)	2 lane undivided	50	30
1.6.6	Local Street (Rural)	2 lane undivided	60	26
1.6.7	Alley	2 lane undivided	20	20
1.6.8	Scenic Corridor	2 lane undivided	68	22
1.6.10	Highway 70 Corridor	4 lane divided	135	49

* Right-of-way widths shown are a minimum. Additional right-of-way may be required for on-street parking, dedicated bicycle lanes, or turn lanes if required.

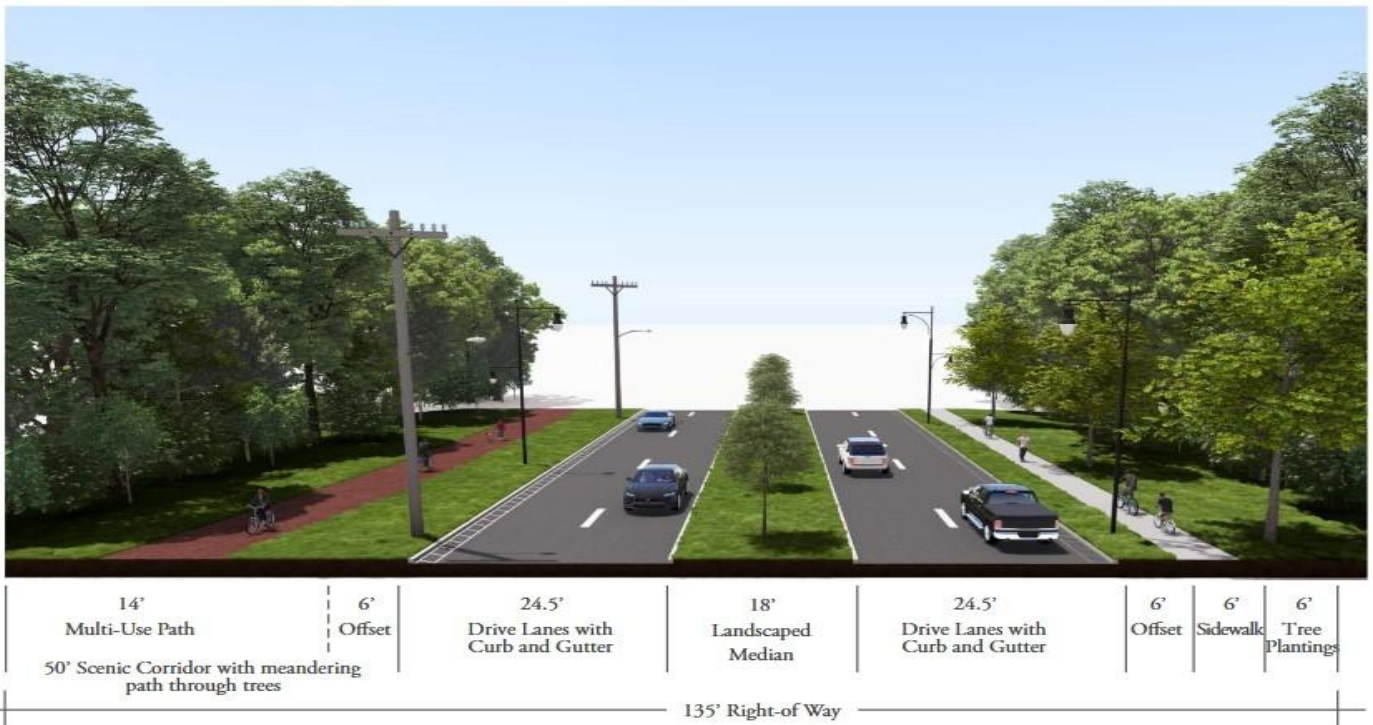
B. Cross Sections. The cross sections provided here for each Street Type illustrate possible configurations of that Street Type. By applying the standards outlined, other configurations may be determined acceptable if approved by the City Engineer.

C. Rights-of-Way Elements. Typical elements of a vehicular Right-of-Way are divided into the Vehicular and Pedestrian Realm. Each Street Type outlines which facilities are applicable. Refer to *Figure IV.1.1 Typical Right-of-Way Elements*.

1.6.10. HIGHWAY 70 CORRIDOR

- E. **Intent.** The Highway 70 Corridor applies to the section of Highway 70 bounded by the City limits of Bartlett to the west and the Town limits of Arlington to the east. This cross section was developed as a result of the adopted Highway 70 Corridor Study and is intended to improve future traffic conditions, as well as ascetically distinguish the City of Lakeland from the adjacent municipalities. The standards below were established as scenario 1 in that study.
- F. **Applicability.** The Highway 70 Corridor Overlay applies to all sections of Highway 70 within the City limits of Lakeland.

Highway 70 Corridor Standards	
	Typical Right-of-Way Width 135'
Vehicular Realm	Travel Lanes 4 lanes
	Pavement Width 49'
	Parking Lanes¹ Not permitted
	Curbs/Shoulders Concrete Vertical
	Permitted Median 18'
	Bicycle Facilities² Off street multi-use
Pedestrian Realm	Pedestrian Facilities One minimum 14' wide multi-use path in required buffer on north side. 6' sidewalk required on the south side.
	Planting Zone Minimum 6' wide Planting Zone on south side, 50' Scenic Corridor Buffer on north side side (refer to IV.1.3.C.5)
	Street Trees³ Reference Section 1.3. <i>Street Tree Size and Street Tree Spacing</i>
	Street Lighting Full Cut Off; black decorative pole; subject to DRC approval
1. Reference Section IV.1.3(D)(4) <i>Vehicular On-Street Parking</i> . 2. Reference Section IV.1.3(D)(3) <i>Bicycle Facilities</i> . 3. Applicable only if existing trees do not currently meet the street tree requirements.	



1.6.11. CUL-DE-SACS.

- A. **Intent.** To design Cul-de-sacs, that limit the amount of uninterrupted pavement, provide green space, allow for emergency access, reduce vehicular and pedestrian travel time, reduce congestion, encourage walking, and encourage block arrangements that minimize rear-facing buildings along streets.
- B. **Applicability.**
1. Cul-de-sacs may be developed adjacent to either a Collector or a Local Street.
 2. Cul-de-sacs may only be utilized adjacent to residential districts RR through RM1, unless a modification is approved by MPC.
- C. **General Underlying Street Requirements.** The following general requirements of the underlying Street Type shall be maintained:
1. Pedestrian facilities are required on the outside of cul-de-sac only.
 2. Any required Street Buffer is required on the outside of cul-de-sac only.
- D. **Specific Requirements.** The following specific requirements apply.
1. **Center Median.** A center median is required, with a landscaped area of at least 1,400 square feet and a minimum dimension of twenty (20) feet in either direction.
 - (1) For the center median to count towards Neighborhood Scale Open Space Requirements (refer to *Section III.2 Open Space Type Standards*), it shall

Proclamation

- WHEREAS,** parks and recreation is an integral part of communities throughout this country, including the City of Lakeland, Tennessee; and,
- WHEREAS,** parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and,
- WHEREAS,** parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and,
- WHEREAS,** parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and,
- WHEREAS,** parks and recreation is a leading provider of healthy meals, nutrition services and education; and,
- WHEREAS,** park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and,
- WHEREAS,** parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,
- WHEREAS,** parks and recreation is fundamental to the environmental well-being of our community; and,
- WHEREAS,** parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and,
- WHEREAS,** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,
- WHEREAS,** the U.S. House of Representatives has designated July as Parks and Recreation Month; and,
- WHEREAS,** the City of Lakeland, Tennessee recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim the month of July to be recognized as Parks and Recreation Month in the City of Lakeland, Tennessee for 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 4TH day of June 2026.

Josh Roman, *Mayor*

Michele Dial, *Vice Mayor*

Jim Atkinson, *Commissioner*

Connie McCarter, *Commissioner*

Derek Johnston, *Commissioner*

Proclamation

WHEREAS, the City of Lakeland, Tennessee Board of Commissioners recognizes that the parks and recreation field is a diverse and comprehensive system that improves personal, social, environmental and economic health; and,

WHEREAS, the Board of Commissioners recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens, and help make this community a desirable place to live, work and visit; and,

WHEREAS, the Board of Commissioners supports the skilled work of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide and promote opportunities for healthful living, social equity and environmental sustainability; and,

WHEREAS, the Board of Commissioners values the essential services that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and older adults; and to ensure our parks and recreational spaces are clean, safe. Inclusive, welcoming and ready to use.

NOW, THEREFORE, we, the Board of Commissioners of the City of Lakeland, Tennessee, do hereby proclaim July 17TH, 2026 as Parks and Recreation Professionals Day in the City of Lakeland, Tennessee for 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee, to be affixed on this 4TH day of June 2026.

Josh Roman, *Mayor*

Michele Dial, *Vice Mayor*

Jim Atkinson, *Commissioner*

Connie McCarter, *Commissioner*

Derek Johnston, *Commissioner*

CITY OF
LAKELAND
TENNESSEE

Board of Commissioners
Regular Meeting Minutes
Thursday, May 21, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, May 21, 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 Atkinson	Present
Commissioner Johnston	Present
Commissioner McCarter	Present
Mayor Roman	Present
Vice Mayor Dial	Absent

Staff personnel in attendance were City Manager Emily Harrell, City Attorney Will Patterson, Parks and Recreation Director Andrew Fisher, Public Works Director Nick Pulido, Finance Director Sue Matthews, ITS Director Josh Thompson, Planning Director Paul Luker, Parks and Recreation Manager John Proctor, Special Events Coordinator Alex Harris and City Recorder Rebecca Hume.

V. PUBLIC HEARING:

1. **Ordinance Second and Final Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.

Resident Richard Gonzales, 5000 block of Conifer View Lane, made comments regarding O-6-2026.

2. **Ordinance Second and Final Reading** - amending Lakeland's Code of Ethics regarding the acceptance of gratuities

With no objections, Mayor Roman moved the public discussion for introduction for Sonya Hall.

Sonya Hall, Chief Administrative Officer for the Mayor of Shelby County, introduced herself and made comments about running for Shelby County Clerk.

VI. TREASURER'S REPORT:

1. Fiscal year to date through April 30, 2026

Finance Director Sue Matthews offered this report.

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

1. Sheriff's Report
Lieutenant Gather with the Shelby County Sheriffs Office offered this report.
2. Lakeland School System Budget Presentation — *Superintendent Horrell*
Superintendent Horrell was not able to attend but will present for second reading.
3. City Manager's Report
City Manager Emily Harrell offered this report.
4. Commissioners' Report
 - a. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
None.

VIII. PUBLIC COMMENTS:

Resident Richard Gonzales, 5000 block of Conifer View Lane, made comments about Item 12. **Resolution** - approving a multi-year agreement with Jani-King for janitorial services.

Mayor Roman made a motion to move the following items to the beginning of the agenda with no objections:

Item 18 **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by Community Advisory Board*

Item 19 **Discussion and Possible Action** - regarding a TIF debt carve out policy. *Sponsored by Mayor Roman*

Item 12 **Resolution** - approving a multi-year agreement with Jani-King for janitorial services.

Item 9 **Resolution** - approving a residential development contract with REV3

Willows Holdings, LLC for The Willows at the Lake Phase 3

Item 15 **Resolution** - authorizing an agreement with Chickasaw Council Boy Scouts of America for use of IH Managerial Park for a Twilight Camp.
Recommended by the Parks and Recreation/Natural Resources Board

Resident Charles Carroll, 3000 block of Conifer View Lane, made comments about Item 2. **Approval of Previous Meeting Minutes** - Board of Commissioners meeting May 7, 2026.

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

18. **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by Community Advisory Board*

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

With no objections, Mayor Roman moved to table this item until the June 4, 2026, Regular BOC meeting, seconded by Commissioner Atkinson.

19. **Discussion and Possible Action** - regarding a TIF debt carve out policy. *Sponsored by Mayor Roman*

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

Mayor Roman presented this item.

Discussion ensued.

12. **Resolution** - approving a multi-year agreement with Jani-King for janitorial services.

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

Public Works Director Nick Pulido presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

9. **Resolution** - approving a residential development contract with REV3 Willows Holdings, LLC for The Willows at the Lake Phase 3
Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Manager Emily Harrell presented this item.

Discussion ensued.

Jeffrey King, representative with REV3, answered questions for the board.

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

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

Nay: None

Abstain: None

15. **Resolution** - authorizing an agreement with Chickasaw Council Boy Scouts of America for use of IH Managerial Park for a Twilight Camp. *Recommended by the Parks and Recreation/Natural Resources Board*

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

Special Events Coordinator Alex Harris presented this item.

Silver White, a representative with Boy Scouts of America, engaged in discussion.

Discussion ensued.

When the question was called the resolution passed as presented,

voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

1. **Approval of Previous Meeting Minutes** - Board of Commissioners and Municipal Planning Commission Special Called Joint Meeting April 28, 2026

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

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

Yea: None

Nay: None

Abstain: None

2. **Approval of Previous Meeting Minutes** - Board of Commissioners meeting May 7, 2026

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

City Attorney Will Patterson addressed the resolution regarding BOE and BOC salaries from the May 7, 2026, Regular BOC Meeting.

Discussion ensued.

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

Yea: Commissioner Atkinson, Commissioner Johnston, Mayor Roman

Nay: Commissioner McCarter

Abstain: None

3. **Ordinance Second and Final Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments
Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Public Works Director Nick Pulido presented this item.

Discussion ensued.

When the question was called the Ordinance Second and Final Reading passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

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

Nay: None

Abstain: None

4. **Ordinance Second and Final Reading** - amending Lakeland's Code of Ethics regarding the acceptance of gratuities

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

When the question was called the Ordinance Second and Final Reading passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

5. **Ordinance First Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027. Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Finance Director Sue Matthews presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

6. **Ordinance First Reading** - amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*
Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

Planning Director Paul Luker presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

7. **Ordinance First Reading** - amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.

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

Planning Director Paul Luker presented this item.

Discussion ensued.

When the question was called the ordinance first reading passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

8. **Resolution** - approving a residential subdivision development contract with Canada Road, LLC for Canada Road Subdivision Phase 1.
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

City Manager Emily Harrell presented this item.

Discussion ensued.

Wesley Wooldridge, representative with Renaissance Group, engaged in discussion with the board.

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

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

Nay: None

Abstain: None

10. **Resolution** - rescinding R-58-2026 and approving a residential subdivision development contract with Cummings LLC for The Estates at Chambers Chapel Subdivision Phases 1 & 2.

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

City Manager Emily Harrell presented this item.

Discussion ensued.

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

11. **Resolution** - amending Resolution R-53-2026 authorizing the submittal of an application for the Safe Streets and Roads for All grant program through the U.S. Department of Transportation. Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

City Manager Emily Harrell presented this item.

Discussion ensued.

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

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

Nay: None

Abstain: None

13. **Resolution** - authorizing the City Manager to enter into an agreement with Tennessee Soccer Academy for a youth recreation and competitive soccer program. *Recommended by the Parks and Recreation/Natural Resources Board*

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

Parks and Recreation Manager John Proctor presented this item.

Discussion ensued.

When the question was called the resolution failed as presented, roll call vote, 2 in favor, 2 against, 0 abstain (2-2-0).

Yea: Commissioner Atkinson, Commissioner McCarter

Nay: Commissioner Johnston, Mayor Roman

Abstain: None

14. **Resolution** - approving an independent contractor agreement with United States Tennis Association (USTA) of Tennessee for youth and adult tennis programs. *Recommended by the Parks and Recreation/Natural Resources Board*

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

Parks and Recreation Manager John Proctor presented this item.

Discussion ensued.

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

16. **Resolution** - approving an agreement with ViktorHall Construction, LLC. for the IH Park Clubhouse Deck Project

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

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

With no objections, Mayor Roman tabled this item until the next Regular BOC Meeting on June 4, 2026.

17. **Resolution** - authorizing an appointment to the Industrial Development Board of the City of Lakeland, Tennessee.

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

City Manager Emily Harrell presented this item.

Boyd Ruppert, 9000 block of Old Brownsville Road, made comments.

Discussion ensued.

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

XII. ANNOUNCEMENTS:

Commissioner McCarter made comments wishing a Happy Memorial Day and reminding everyone of the flag display on Canada Road, thanking staff who are former military.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:46 on Thursday, May 21, 2026.

These minutes were approved on June 04, 2026.

Josh Roman
Mayor

ATTEST:

DRAFT



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Ordinance Second and Final Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Staff Contact: Sue Matthews, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve the ordinance O-10-2026.

BUDGET IMPACT

This ordinance sets the budget appropriations for the upcoming fiscal year beginning July 1st.

DISCUSSION

There have been no changes to the budget since first reading.

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, *Tennessee Code Annotated* (“T.C.A.”) § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and,

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and,

WHEREAS, the activities in the sewer enterprise proprietary fund type are supported by charges for services and are not in a fund type included in T.C.A. § 6-56-203 (quoted above) yet operate under an annual financial plan; and,

WHEREAS, the City Manager, as budget commissioner, has presented the Annual Budget document to the Board of Commissioners, such document included the appropriated budget schedules, budgetary comparison schedules, and other financial plans, in accordance with City Charter; and,

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year actual results and current year’s estimated results in a newspaper of general circulation not less than ten (10) days prior to the meeting wherein the Board will consider final passage of the budget:

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

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

GENERAL FUND			
	ACTUAL	ESTIMATED	BUDGET
	FY 2025	FY 2026	FY 2027
REVENUES			
Property taxes	\$ 5,914,339	\$ 6,511,564	\$ 7,131,163
Local sales taxes	3,844,456	3,834,487	4,001,829
Intergovernmental	2,099,839	2,076,988	2,253,541
Licenses and permits	178,964	298,973	377,173
Charges for services	216,207	298,759	334,399
Federal, state, and local grants	443,946	13,317,495	14,498,195
Contributions	5,683,010	-	-
Interest income	354,685	203,500	328,500
Other income	237,563	170,500	19,000
OTHER FINANCING SOURCES			
Issuance of debt	-	13,723,410	9,610,805
Transfers in	43,502	-	-
Total revenues and other financing sources	19,016,511	40,435,676	38,554,605
EXPENDITURES			
Current			
General government	2,627,815	3,414,410	3,840,460
Community development	1,015,016	1,110,327	1,426,332
Public works	1,043,104	1,397,626	1,575,392
Parks and recreation	1,476,991	2,053,725	1,977,071
Debt service (principal and interest)	181,500	-	-
Capital outlays	4,221,250	25,546,744	24,661,000
OTHER FINANCING USES			
Transfers out	6,183,296	8,703,086	4,993,769
Total appropriations	16,748,972	42,225,918	38,474,024
Change in Fund Balance (Revenues - Appropriations)	2,267,539	(1,790,242)	80,581
Fund balance, beginning	7,536,843	9,804,382	8,014,140
Fund balance, ending	\$ 9,804,382	\$ 8,014,140	\$ 8,094,721
Ending Fund Balance as % of Total Appropriations	58.5%	19.0%	21.0%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

STATE STREET AID FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Intergovernmental	\$ 544,016	\$ 480,330	\$ 517,500
Federal, state, and local grants	12,686	1,256,000	-
OTHER FINANCING SOURCES			
Transfers in	2,218,513	2,677,688	1,293,982
Total revenues and other financing sources	2,775,215	4,414,018	1,811,482
EXPENDITURES			
Current			
Public works	2,642,028	5,535,510	1,271,924
Capital outlays	119,081	208,879	465,000
Total appropriations	2,761,109	5,744,389	1,736,924
Change in Fund Balance (Revenues - Appropriations)	14,106	(1,330,371)	74,558
Fund balance, beginning	1,241,707	1,255,813	(74,558)
Fund balance, ending	\$ 1,255,813	\$ (74,558)	\$ -
Ending Fund Balance as % of Total Appropriations	45.5%	-1.3%	0.0%

STORMWATER FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 217,080	\$ 215,500	\$ 216,500
OTHER FINANCING SOURCES			
Transfers in	53,000	-	-
Total revenues and other financing sources	270,080	215,500	216,500
EXPENDITURES			
Current			
Public works	124,446	118,121	126,741
Capital outlays	240,859	102,500	350,000
Total appropriations	365,305	220,621	476,741
Change in Fund Balance (Revenues - Appropriations)	(95,225)	(5,121)	(260,241)
Fund balance, beginning	372,642	277,417	272,296
Fund balance, ending	\$ 277,417	\$ 272,296	\$ 12,055
Ending Fund Balance as % of Total Appropriations	75.9%	123.4%	2.5%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SOLID WASTE FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 1,401,880	\$ 1,417,540	\$ 1,447,500
Federal, state, and local grants	469,257	-	-
Other income	1,943	100	-
OTHER FINANCING SOURCES			
Transfers in	282,721	445,984	153,647
Total revenues and other financing sources	2,155,801	1,863,624	1,601,147
EXPENDITURES			
Current			
Public works	1,706,660	1,766,355	2,083,319
Capital outlays	-	-	-
Total appropriations	1,706,660	1,766,355	2,083,319
Change in Fund Balance (Revenues - Appropriations)	449,141	97,269	(482,172)
Fund balance, beginning	(62,706)	386,435	483,704
Fund balance, ending	\$ 386,435	\$ 483,704	\$ 1,532
Ending Fund Balance as % of Total Appropriations	22.6%	27.4%	0.1%
DEBT SERVICE FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Interest income	\$ 9	\$ -	\$ -
OTHER FINANCING SOURCES			
Transfers in	2,557,397	4,887,094	2,492,960
Total revenues and other financing sources	2,557,406	4,887,094	2,492,960
EXPENDITURES			
Debt Service			
Principal	1,139,837	3,107,239	1,057,833
Interest and fiscal charges	1,417,588	1,779,855	1,435,127
Total appropriations	2,557,425	4,887,094	2,492,960
Change in Fund Balance (Revenues - Appropriations)	(19)	-	-
Fund balance, beginning	118	99	99
Fund balance, ending	\$ 99	\$ 99	\$ 99
Ending Fund Balance as % of Total Appropriations	0.0%	0.0%	0.0%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

GENERAL PURPOSE SCHOOL FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Property taxes	\$ 6,716,407	\$ 7,075,588	\$ 7,715,000
Local sales taxes	4,831,377	5,730,336	5,810,000
Intergovernmental	22,669,424	19,560,132	18,755,936
Charges for services	209,969	67,000	65,750
Federal, state, and local grants	22,595	759,023	236,342
Interest income	1,214	2,000	1,300
Other income	189,002	50,000	282,193
OTHER FINANCING SOURCES			
Transfers in	760,523	768,329	1,053,180
Total revenues and other financing sources	35,400,511	34,012,408	33,919,701
EXPENDITURES			
Current			
Education	29,476,684	33,675,692	33,919,701
Capital outlays	67,000	-	-
OTHER FINANCING USES			
Transfers out	3,526,643	1,195	-
Total appropriations	33,070,327	33,676,887	33,919,701
Change in Fund Balance (Revenues - Appropriations)	2,330,184	335,521	-
Fund balance, beginning	7,049,636	9,379,820	9,715,341
Fund balance, ending	\$ 9,379,820	\$ 9,715,341	\$ 9,715,341
Ending Fund Balance as % of Total Appropriations	28.4%	28.8%	28.6%

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ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SCHOOL CAPITAL PROJECTS FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Contributions	\$ 812,693	\$ 1,204,899	\$ 1,300,000
Interest income	58,535	14,400	240,000
Other income	100,000	51,967	-
OTHER FINANCING SOURCES			
Transfers in	3,820,000	-	-
Total revenues and other financing sources	4,791,228	1,271,266	1,540,000
EXPENDITURES			
Capital outlays	4,950,046	1,461,142	1,540,000
Total appropriations	4,950,046	1,461,142	1,540,000
Change in Fund Balance (Revenues - Appropriations)	(158,818)	(189,876)	-
Fund balance, beginning	587,364	428,546	238,670
Fund balance, ending	\$ 428,546	\$ 238,670	\$ 238,670
Ending Fund Balance as % of Total Appropriations	8.7%	16.3%	15.5%

SCHOOL FEDERAL PROJECTS FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Federal, state, and local grants	\$ 1,090,652	\$ 867,759	\$ 787,019
EXPENDITURES			
Current			
Education	864,269	867,759	787,019
Total appropriations	864,269	867,759	787,019
Change in Fund Balance (Revenues - Appropriations)	226,383	-	-
Fund balance, beginning	(188,089)	38,294	38,294
Fund balance, ending	\$ 38,294	\$ 38,294	\$ 38,294
Ending Fund Balance as % of Total Appropriations	4.4%	4.4%	4.9%

SCHOOL NUTRITION FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 598,272	\$ 645,000	\$ 720,500
Federal, state, and local grants	405,498	410,000	465,000
Total revenues	1,003,770	1,055,000	1,185,500
EXPENDITURES			
Education	1,029,858	1,094,673	1,185,500
Total appropriations	1,029,858	1,094,673	1,185,500
Change in Fund Balance (Revenues - Appropriations)	(26,088)	(39,673)	-
Fund balance, beginning	703,184	677,096	637,423
Fund balance, ending	\$ 677,096	\$ 637,423	\$ 637,423
Ending Fund Balance as % of Total Appropriations	65.7%	58.2%	53.8%

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SCHOOL LEAP FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	BUDGET FY 2027
REVENUES			
Charges for services	\$ 301,918	\$ 320,000	\$ 320,000
EXPENDITURES			
Education	213,428	308,002	320,000
Total appropriations	213,428	308,002	320,000
Change in Fund Balance (Revenues - Appropriations)	88,490	11,998	-
Fund balance, beginning	302,346	390,836	402,834
Fund balance, ending	\$ 390,836	\$ 402,834	\$ 402,834
Ending Fund Balance as % of Total Appropriations	183.1%	130.8%	125.9%

SECTION 2. As of June 30, 2027, the governing body estimates fund balances or deficits for each governmental fund type as follows:

	ESTIMATED FUND BALANCE OR NET POSITION
AT JUNE 30, 2027	
General Fund	\$ 8,094,721
State Street Aid Fund	-
Stormwater Fund	12,055
Solid Waste Fund	1,532
Debt Service Fund	99
General Purpose School Fund	9,715,341
School Capital Projects Fund	238,670
School Federal Projects Fund	38,294
School Nutrition Fund	637,423
School LEAP Fund	402,834
Sewer Fund	20,670,426

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SECTION 3. The governing body projects annual operating results and ending net position for the sewer enterprise proprietary fund type for the fiscal year ending June 30, 2027, presented along with the actual operating results and ending net position for the last preceding fiscal year and estimated operating results and ending net position for the current fiscal year, as follows:

SEWER FUND			
	ACTUAL FY 2025	ESTIMATED FY 2026	PLAN FY 2027
OPERATING REVENUES			
Charges for Services			
Sewer service fees	\$ 2,926,156	\$ 3,039,067	\$ 3,800,980
Service connection fees	249,700	509,650	509,650
Total operating revenues	<u>3,175,856</u>	<u>3,548,717</u>	<u>4,310,630</u>
OPERATING EXPENSES			
Personnel costs	744,137	870,716	823,894
Sewer system administration	1,223,370	1,037,100	1,128,980
Depreciation expense	606,969	1,138,000	1,086,969
Total operating expenses	<u>2,574,476</u>	<u>3,045,816</u>	<u>3,039,843</u>
Operating income	601,380	502,901	1,270,787
NONOPERATING REVENUES (EXPENSES)			
Interest income	188	5,500	5,500
Interest and fiscal charges	(483,985)	(198,790)	(755,850)
Net nonoperating revenues (expenses)	<u>(588,759)</u>	<u>(193,290)</u>	<u>(750,350)</u>
Capital grants and contributions	-	4,265,687	1,400,890
Change in net position	12,621	4,575,298	1,921,327
Net position, beginning	14,161,180	14,173,801	18,749,099
Net position, ending	<u>\$ 14,173,801</u>	<u>\$ 18,749,099</u>	<u>\$ 20,670,426</u>

SECTION 4. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness and annual debt service requirements for fiscal year 2027 as follows:

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

	ESTIMATED AS OF JUNE 30, 2026	BUDGET DEBT ISSUE PRINCIPAL	BUDGET DEBT SERVICE PRINCIPAL	ESTIMATED AS OF JUNE 30, 2027	BUDGET INTEREST FY 2027
GENERAL OBLIGATIONS					
TLDA Construction Loan	\$ 1,037,284	\$ -	\$ (70,548)	\$ 966,736	\$ 18,996
U.S. G.O. Refunding, Series 2021	13,550,296	-	(265,016)	13,285,280	293,456
Shelby County Settlement Liability	-	-	-	-	-
U.S. G.O. Bonds, Series 2022	33,318,088	-	(722,269)	32,595,819	1,078,719
Bond Anticipation Note, Series 2024	-	9,610,805	-	9,610,805	43,956
Total general obligations	\$ 47,905,668	\$ 9,610,805	\$ (1,057,833)	\$ 56,458,640	\$ 1,435,127
	ESTIMATED AS OF JUNE 30, 2026	PLAN DEBT ISSUE PRINCIPAL	PLAN DEBT SERVICE PRINCIPAL	PLAN AS OF JUNE 30, 2027	PLAN INTEREST FY 2027
SEWER FUND OBLIGATIONS					
SRF Note Payable	24,000,000	-	(888,492)	23,111,508	708,528
Total Sewer Fund obligations	\$ 24,000,000	\$ -	\$ (888,492)	\$ 23,111,508	\$ 708,528

SECTION 5. That during the ensuing fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

	TOTAL EXPENSE	FINANCED BY ESTIMATED REVENUES OR RESERVES	FINANCED BY DEBT PROCEEDS
CAPITAL PROJECTS - GOVERNMENTAL FUNDS			
Building improvements	\$ 55,000	\$ 55,000	\$ -
New Canada Road	13,000,000	10,400,000	2,600,000
Roads improvements	1,500,000	1,500,000	-
Other furniture, fixtures, and/or equipment	4,000	4,000	-
Public Works Equipment	110,000	110,000	-
Park development	135,000	135,000	-
Winward Slopes Park improvements	162,000	162,000	-
Athletic complex	-	-	-
Lakeland Community Center	11,000,000	7,000,000	4,000,000
Parks Equipment	45,000	45,000	-
Lakeland Pickleball Facility	1,180,000	1,180,000	-
Street Aid equipment	95,000	95,000	-
Street Aid Building Improvements	350,000	350,000	-
Storm water projects	110,000	110,000	-
LSS general projects (building improvements)	1,540,000	1,540,000	-

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

- SECTION 6.** No appropriation may be exceeded without an amendment of the budget ordinance as required by T.C.A. § 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property, or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accordance with T.C.A. § 6-56-205.
- SECTION 7.** Money may be transferred from one appropriation to another in the same fund by the City Manager, subject to such limitations and procedures as may be set from time to time by the Board of Commissioners, and pursuant to T.C.A. § 6-56-209. Any resulting transfer shall be reported to the governing body at its next regular meeting as a component of the Treasurer's Report and be entered into the minutes.
- SECTION 8.** This ordinance will be included with and become a component of the Annual Budget document, which is encompassed and made a part of this ordinance in whole. This published Annual Budget document, including the detailed financial plans and budgets by fund, showing all anticipated revenues, other financing sources, expenditures, and other financing uses and ending fund balances, as well as personnel levels by fund and function required by T.C.A. § 6-56-206, shall be made available online and in person for public viewing.
- SECTION 9.** There is hereby levied a property tax of \$.94 per \$100 of assessed value on all real and personal property within the City of Lakeland, Tennessee, of which 35.17 percent represents annual debt service for fiscal year 2027.
- SECTION 10.** This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 11.** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

ORDINANCE O-10-2026

ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

SECTION 12. 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 13. This ordinance shall take effect July 1, 2027, the public welfare requiring it.

First Reading: May 21, 2026
Publication Date: May 26, 2026
Public Hearing: June 4, 2026
Final Reading: June 4, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

ORDINANCE O-8-2026

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

WHEREAS, in accordance with Tenn. Code Ann. §13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing; and

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, finds it necessary and appropriate to regulate the placement and use of residential construction dumpsters in order to protect the public health, safety, and welfare; and

WHEREAS, the Board of Commissioners further finds that regulations governing residential construction dumpsters will promote neighborhood cleanliness, reduce public nuisances, protect public infrastructure, and ensure safe disposal practices;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that Title 17 of Municipal Code is amended as follows:

SECTION 1. The City of Lakeland municipal code Title 17 Refuse and Trash Disposal, is hereby amended to add the following language:

17-101 Definitions

(26) “Residential Construction Dumpster.” A temporary waste container placed on residential property for the collection and removal of construction debris, demolition materials, remodeling waste, or other refuse generated from the construction, renovation, repair, or demolition of a residential structure. A residential construction dumpster shall not be used for the disposal of hazardous waste, liquid waste, or household garbage unrelated to the permitted construction activity.

17-103 Storage

“Residential construction dumpsters associated with an active construction, renovation, demolition, or repair projects may be temporarily placed on residential property provided that such dumpsters are maintained in a safe and sanitary condition, are not overloaded, and do not create a public nuisance or safety hazard. All materials placed within such dumpsters shall remain contained within the dumpster.”

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

17-104 Location of Containers

“Residential construction dumpsters shall not obstruct streets, sidewalks, alleys, drainage facilities, fire hydrants, utility access points, driveways, or traffic visibility. No residential construction dumpster shall be placed within a public street or public right-of-way without approval from the city. Any dumpster authorized for placement within the public right-of-way shall include appropriate reflective markings or other safety devices as required by the city.”

17-105. Residential construction dumpsters

(1) Residential construction dumpsters may be used only in connection with an active construction, remodeling, demolition, repair, or renovation project occurring on the property where the dumpster is located.

(2) A permit in the amount of fifty (50) dollars is required to be obtained by the City of Lakeland before the placement of any residential construction dumpster is permitted.

(3) Residential construction dumpsters shall be placed on a paved or otherwise stable surface whenever practicable.

(4) No residential construction dumpster shall remain on residential property for more than ninety (90) consecutive days unless an extension is approved by the city.

(5) Hazardous waste, flammable liquids, liquid waste, biomedical waste, or any material prohibited by state or federal law shall not be placed within a residential construction dumpster.

(6) The property owner, contractor, and dumpster provider shall each be responsible for compliance with the requirements of this chapter.

(7) Any damage to public streets, curbs, sidewalks, drainage infrastructure, or utilities caused by the placement or use of a residential construction dumpster shall be repaired at the expense of the responsible party.

(8) The City of Lakeland may require the removal or relocation of any residential construction dumpster that creates a public nuisance, obstructs traffic or drainage, or otherwise violates this chapter.

SECTION 2. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: May 21, 2026
Public Hearing: June 4, 2026
Final Reading: June 4, 2026

ORDINANCE O-8-2026

AMENDING TITLE 17 OF THE CITY OF LAKELAND MUNICIPAL CODE TO
ESTABLISH REGULATIONS TO GOVERN RESIDENTIAL CONSTRUCTION
DUMPSTERS WITHIN THE CITY OF LAKELAND

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

ORDINANCE O-9-2026

AMENDING THE LAND DEVELOPMENT REGULATIONS FOR THE CITY OF
LAKELAND TO INCORPORATE THE STREETScape TEXT AMENDMENTS
PROPOSED IN THE HIGHWAY 70 CORRIDOR STUDY.

WHEREAS, the City of Lakeland, Tennessee, recognizes the need to update its Land Development Regulations to reflect the changes recommended by the Highway 70 Corridor study; and

WHEREAS, the City has conducted a thorough review of its existing regulations and has engaged stakeholders, including residents, property owners, developers, and industry professionals in the process; and

WHEREAS, the City desires to ensure orderly development, protect property values, and promote the health, safety, and welfare of its citizens through the adoption of updated regulations

WHEREAS, the City of Lakeland's Municipal Planning Commission has reviewed the updates to the Land Development Regulations on May 14, 2026, and recommended said updates; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that the updated version of the City of Lakeland Land Development Regulations has been approved.

SECTION 1. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: May 21, 2026

Public Hearing: June 4, 2026

Final Reading: June 4, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

measures. Refer to street type typical sections included in the figures below. The MPC may require additional Right-of-Way elements where deemed necessary.

Table IV.1.1 Street Type Standards

Section	Classification	Typical Street Section	Right-of-Way Width (ft)*	Pavement Width (ft)
1.6.1	Minor Arterial	4 lane divided	108	44
1.6.2	Major Collector	4 lane divided	88	44
1.6.3	Minor Collector	2 lane undivided	66	36
1.6.4	Minor Collector (Rural)	2 lane undivided	66	28
1.6.5	Local Street	2 lane undivided	60	32
1.6.5	Local Street (Alt)	2 lane undivided	50	30
1.6.6	Local Street (Rural)	2 lane undivided	60	26
1.6.7	Alley	2 lane undivided	20	20
1.6.8	Scenic Corridor	2 lane undivided	68	22
1.6.10	Highway 70 Corridor	4 lane divided	135	49

* Right-of-way widths shown are a minimum. Additional right-of-way may be required for on-street parking, dedicated bicycle lanes, or turn lanes if required.

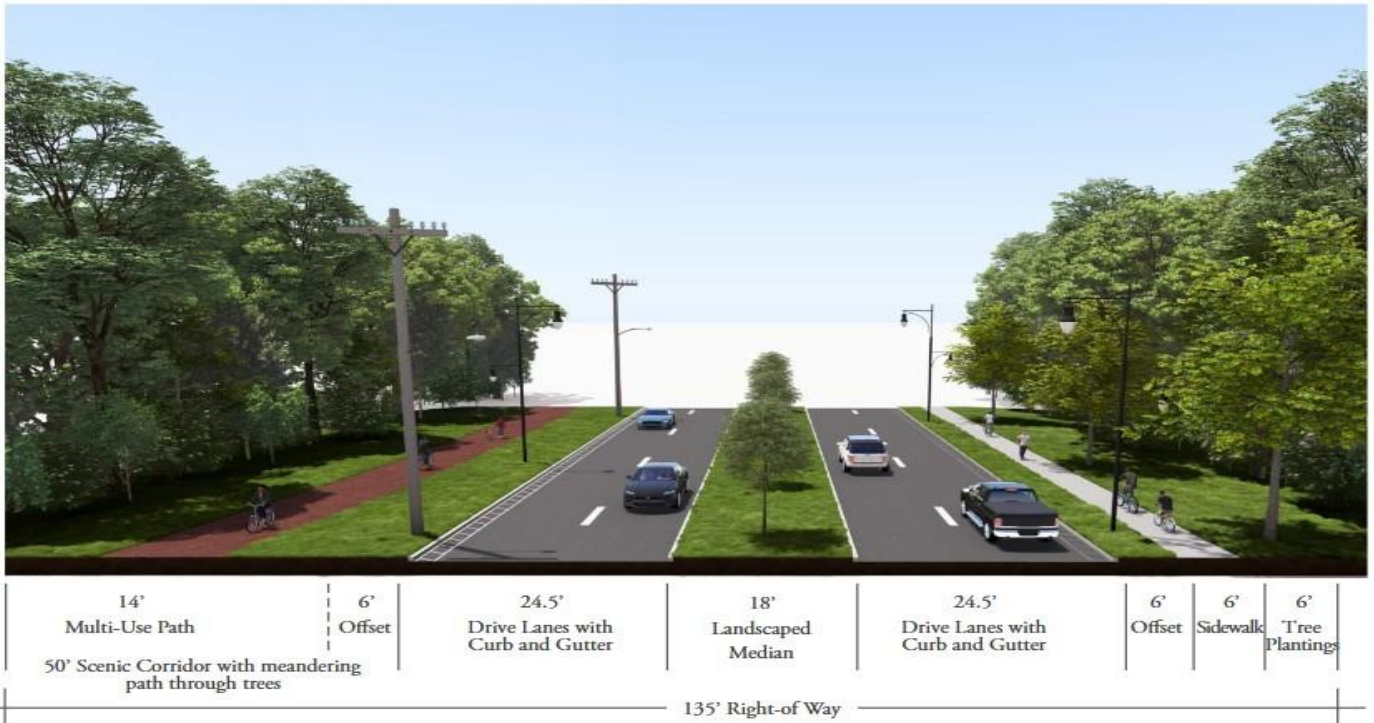
- B. Cross Sections.** The cross sections provided here for each Street Type illustrate possible configurations of that Street Type. By applying the standards outlined, other configurations may be determined acceptable if approved by the City Engineer.
- C. Rights-of-Way Elements.** Typical elements of a vehicular Right-of-Way are divided into the Vehicular and Pedestrian Realm. Each Street Type outlines which facilities are applicable. Refer to *Figure IV.1.1 Typical Right-of-Way Elements*.

1.6.10. HIGHWAY 70 CORRIDOR

E. **Intent.** The Highway 70 Corridor applies to the section of Highway 70 bounded by the City limits of Bartlett to the west and the Town limits of Arlington to the east. This cross section was developed as a result of the adopted Highway 70 Corridor Study and is intended to improve future traffic conditions, as well as ascetically distinguish the City of Lakeland from the adjacent municipalities. The standards below were established as scenario 1 in that study.

F. **Applicability.** The Highway 70 Corridor Overlay applies to all sections of Highway 70 within the City limits of Lakeland.

Highway 70 Corridor Standards	
	Typical Right-of-Way Width 135'
Vehicular Realm	Travel Lanes 4 lanes
	Pavement Width 49'
	Parking Lanes¹ Not permitted
	Curbs/Shoulders Concrete Vertical
	Permitted Median 18'
	Bicycle Facilities² Off street multi-use
Pedestrian Realm	Pedestrian Facilities One minimum 14' wide multi-use path in required buffer on north side. 6' sidewalk required on the south side.
	Planting Zone Minimum 6' wide Planting Zone on south side, 50' Scenic Corridor Buffer on north side side (refer to IV.1.3.C.5)
	Street Trees³ Reference Section 1.3. <i>Street Tree Size and Street Tree Spacing</i>
	Street Lighting Full Cut Off; black decorative pole; subject to DRC approval
1. Reference Section IV.1.3(D)(4) <i>Vehicular On-Street Parking</i> . 2. Reference Section IV.1.3(D)(3) <i>Bicycle Facilities</i> . 3. Applicable only if existing trees do not currently meet the street tree requirements.	



1.6.11. CUL-DE-SACS.

- A. **Intent.** To design Cul-de-sacs, that limit the amount of uninterrupted pavement, provide green space, allow for emergency access, reduce vehicular and pedestrian travel time, reduce congestion, encourage walking, and encourage block arrangements that minimize rear-facing buildings along streets.
- B. **Applicability.**
1. Cul-de-sacs may be developed adjacent to either a Collector or a Local Street.
 2. Cul-de-sacs may only be utilized adjacent to residential districts RR through RM1, unless a modification is approved by MPC.
- C. **General Underlying Street Requirements.** The following general requirements of the underlying Street Type shall be maintained:
1. Pedestrian facilities are required on the outside of cul-de-sac only.
 2. Any required Street Buffer is required on the outside of cul-de-sac only.
- D. **Specific Requirements.** The following specific requirements apply.
1. **Center Median.** A center median is required, with a landscaped area of at least 1,400 square feet and a minimum dimension of twenty (20) feet in either direction.
 - (1) For the center median to count towards Neighborhood Scale Open Space Requirements (refer to *Section III.2 Open Space Type Standards*), it shall



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Resolution** - recommending an amendment to the salary of the Chair and Members of the Board of Education. *Recommended by the Community Advisory Board*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

RESOLUTION R-83-2026

A RESOLUTION RECOMMENDING AN AMENDMENT TO THE SALARY OF THE
CHAIR AND MEMBERS OF 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 Board of Education Chair and Members; 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 Chair and Members of the Board of Education at Four Thousand Eight Hundred (\$4,800) Dollars 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 Board of Education 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 Board of Education Chair and Members' salaries will become effective July 1st, 2026

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, on this 4th day of June, 2026.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by the Community Advisory Board*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

RESOLUTION R-84-2026

A RESOLUTION RECOMMENDING AN AMENDMENT TO THE SALARY OF THE
MAYOR AND BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee requested that the Community Advisory Board review the annual salaries of the Mayor and Board of Commissioners; 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 _____ Dollars 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 _____ Dollars 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.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, on this 4th day of June, 2026.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Resolution** - approving an agreement with ViktorHall Construction, LLC. for the IH Park Clubhouse Deck Project

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-71-2026.

BUDGET IMPACT

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

DISCUSSION

The IH Park Clubhouse Deck project will consist of deconstructing of the existing, deteriorating deck located on the south side of the IH Clubhouse and constructing a new, multi-tiered deck that includes improved ADA accessibility. Additionally, there is an add alternate to the project that would allow for the upper deck to include a roof extension and make that space more usable throughout the year.

The City received six (6) sealed bids on May 19, 2026. Bids received are listed in the table below.

BIDDER	BID AMOUNT	ADD ALTERNATE AMOUNT
A&B Construction Co.	\$293,034	\$172,892
Wagner General Contractors	\$485,900	\$158,800
ViktorHall Construction, LLC.	\$307,000	\$60,000
Traditional Construction	\$285,000	\$225,000
Barnes & Brower Inc.	\$310,014	\$234,287
C&M Builders Inc.	\$285,050	\$93,837

A&B Construction Co. and Traditional Construction bids did not meet minimum requirements at

the time of the bid opening.

C&M Builders Inc. withdrew their bid.

City staff recommends awarding the agreement to ViktorHall Construction, LLC. as they were the lowest qualified bidder.

RESOLUTION R-71-2026

APPROVING AN AGREEMENT WITH VIKTORHALL CONSTRUCTION, LLC. FOR
THE IH PARK CLUBHOUSE DECK PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to renovate the deck at the International Harvester Managerial Park Clubhouse; and,

WHEREAS, ViktorHall Construction, LLC. was the lowest qualified bidder on May 19, 2026, for the IH Park Clubhouse Deck Project; and,

WHEREAS, ViktorHall Construction, LLC. is willing and able to provide these services as specified in the agreement; and,

WHEREAS, funding for this project was partially appropriated in the Fiscal Year 2026 budget and will require a budget amendment:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute, and the City Recorder attest, an agreement with ViktorHall Construction, LLC. in the amount of Three Hundred Sixty-Seven Thousand Dollars (\$367,000) for the IH Park Clubhouse Deck Project.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize an additional Twenty-Three Thousand Dollars (\$23,000) for a construction contingency fund to be used to pay for items that may arise outside of the bid price and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of Three Hundred Ninety Thousand Dollars (\$390,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 4TH day of June 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and ViktorHall Construction, LLC. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland desires to renovate the deck at the International Harvester Managerial Park Clubhouse; and,

WHEREAS ViktorHall Construction, LLC. is able and willing to provide these services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for IH CLUBHOUSE DECK PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Sixty-Seven Thousand Dollars (\$367,000), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the lump sum price contained in the Bid Form (pages BF-1 -- BF-4) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form .
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance Bond
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2026

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

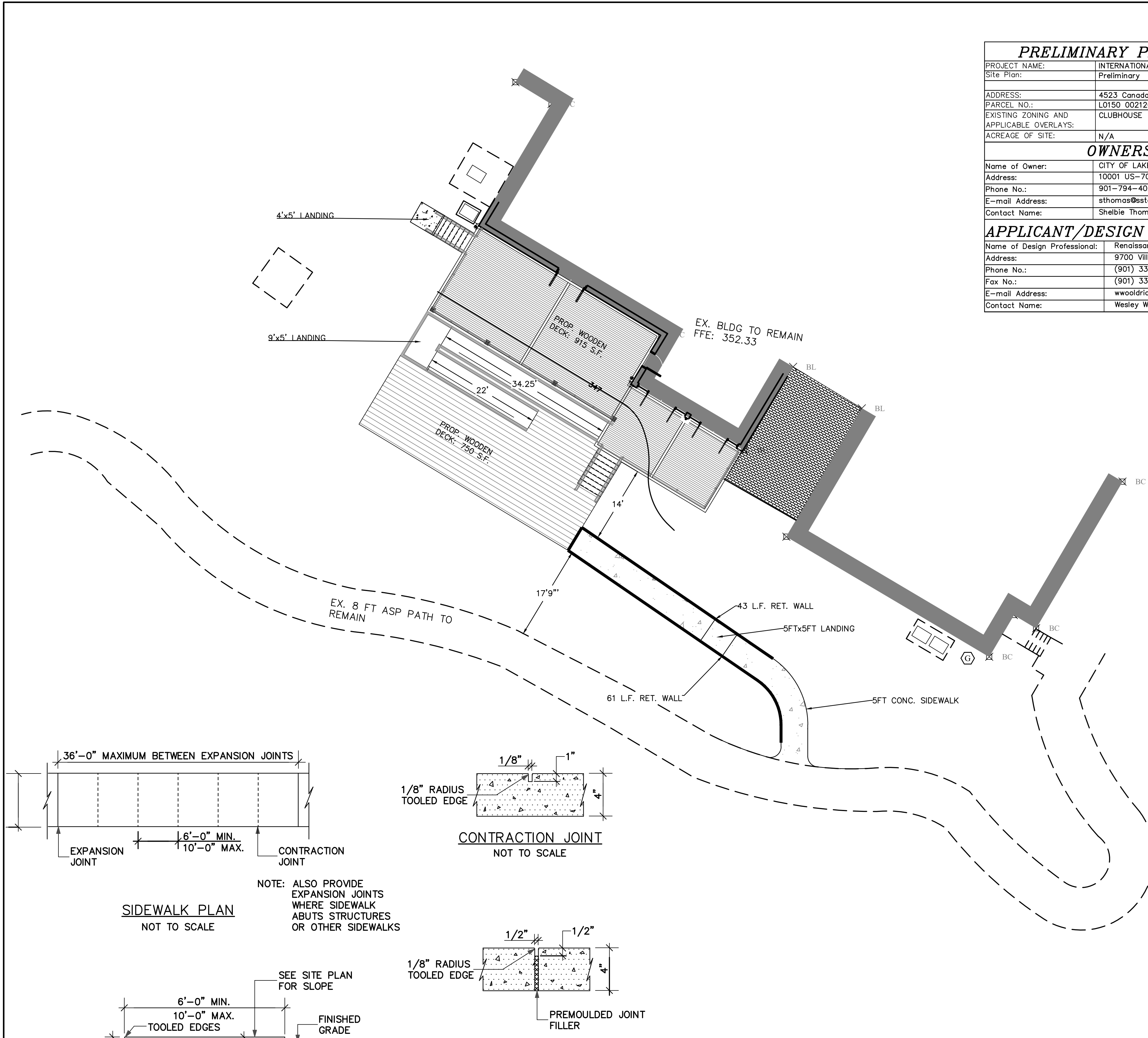
OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____

By: _____

Rebecca Hume
Title: City Recorder

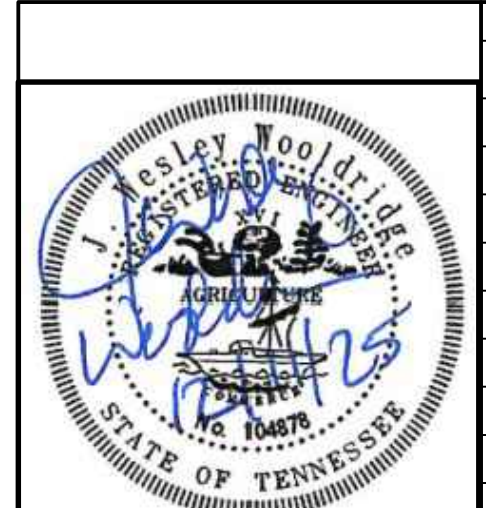
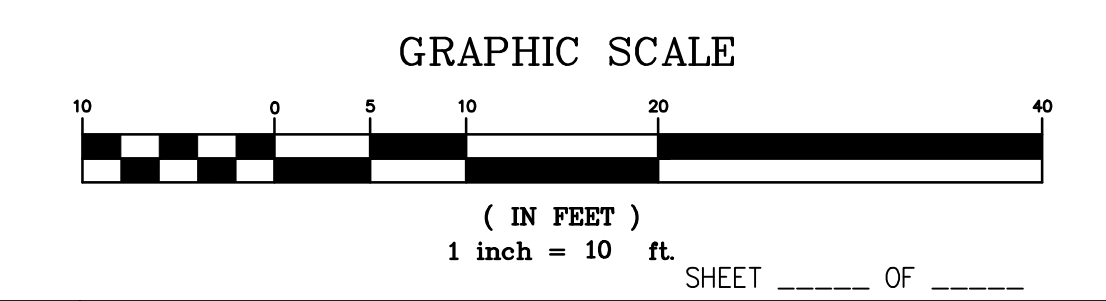
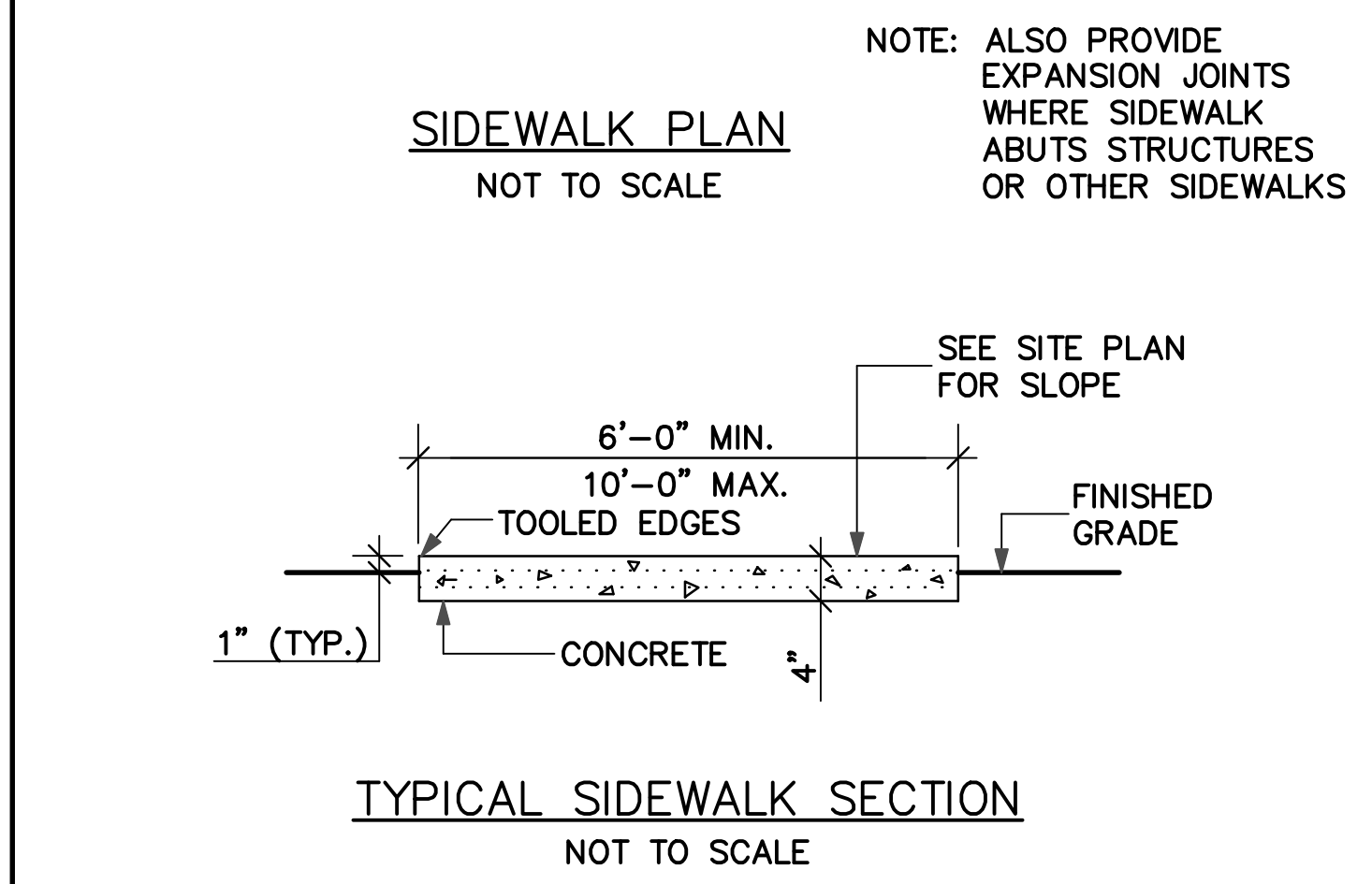
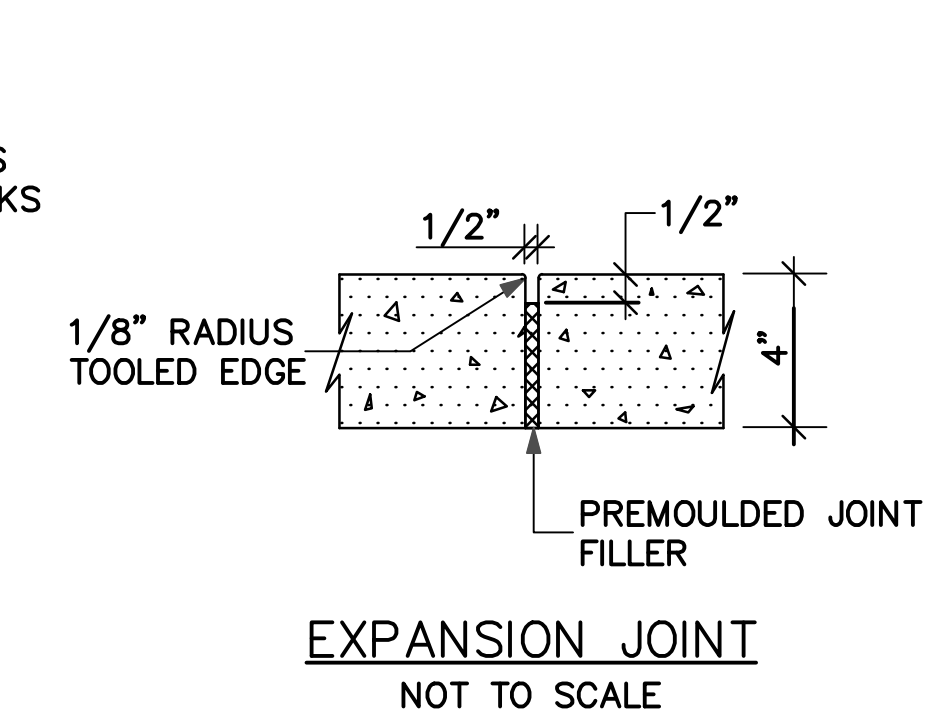
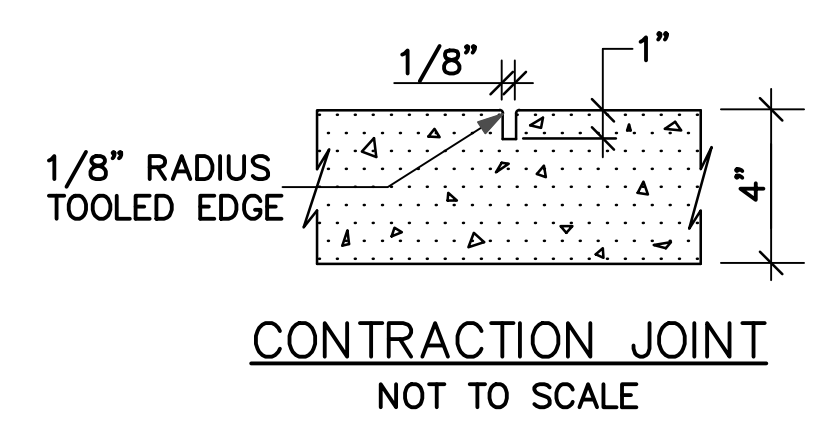
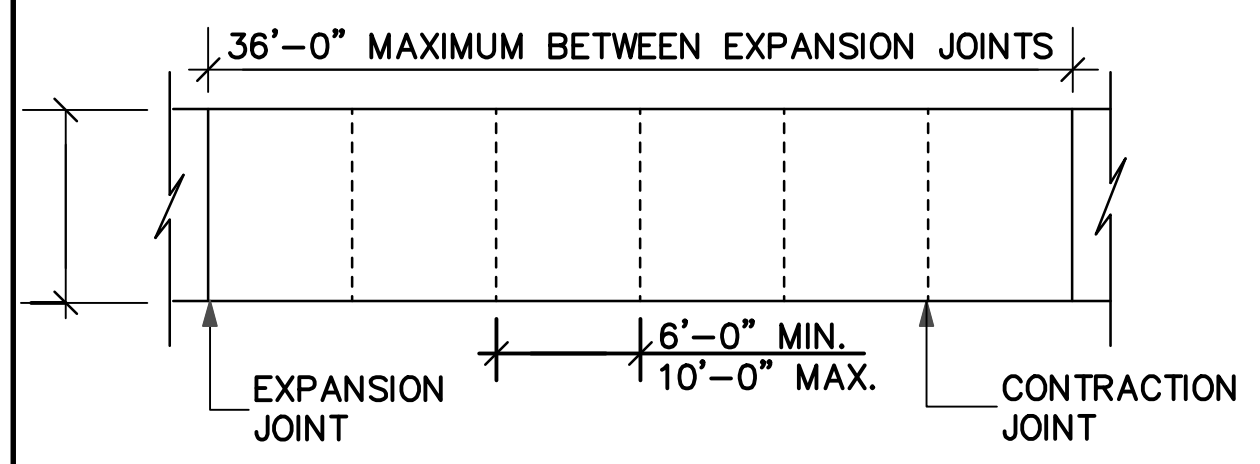
Emily Harrell
Title: City Manager



PRELIMINARY PLAT DATA	
PROJECT NAME:	INTERNATIONAL HARVESTER PATIO ADDITION
Site Plan:	Preliminary
ADDRESS:	4523 Canada Rd, Lakeland, TN 38002
PARCEL NO.:	L0150 00212C
EXISTING ZONING AND APPLICABLE OVERLAYS:	CLUBHOUSE
ACREAGE OF SITE:	N/A
OWNERSHIP	
Name of Owner:	CITY OF LAKELAND
Address:	10001 US-70, Lakeland, TN 38002
Phone No.:	901-794-4022
E-mail Address:	stthomas@ststower.com
Contact Name:	Shelbie Thomas
APPLICANT/DESIGN PROFESSIONAL	
Name of Design Professional:	Renaissance Group, Inc.
Address:	9700 Village Circle, Lakeland, TN
Phone No.:	(901) 332-5533
Fax No.:	(901) 332-5534
E-mail Address:	wooldridge@group.biz
Contact Name:	Wesley Wooldridge



- GENERAL NOTES:
- THE CONTRACTOR SHALL NOTIFY THE LAKELAND ENGINEERING OFFICE, 385-6499, 24 HOURS BEFORE COMMENCING CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
 - ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER CITY OF LAKELAND AND STATE REGULATIONS.
 - ALL PUBLIC CONSTRUCTION SHALL MEET THE CITY OF LAKELAND STANDARD SPECIFICATIONS.
 - THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE CITY ENGINEER AND THE PROJECT ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.
 - FOR INFORMATION CONCERNING THE UTILITIES OF MEMPHIS LIGHT, GAS & WATER DIVISION, BELL SOUTH, CABLEVISION AND THE TEXAS GAS TRANSMISSION CORPORATION, CALL 1-800-351-1111.
 - FORTY-EIGHT (48) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL 1-800-351-1111 FOR LOCATION OF UNDERGROUND UTILITIES.
 - THE CONTRACTOR SHALL NOT ENTER UPON NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS.
 - ALL FILL LIFTS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF THE STANDARD PROCTOR DENSITY (ASTM D-698) WITH SUITABLE FILL MATERIAL ACCEPTABLE TO TESTING LABORATORY. MAXIMUM LOOSE LIFT TO BE 6". SUBMIT REPORTS TO TOWN ENGINEER FOR REVIEW AND ACCEPTANCE.
 - ALL CONCRETE UNLESS SPECIFIED OTHERWISE SHALL BE 4,000 P.S.I. LIMESTONE MIX.
 - A CITY OF LAKELAND ENGINEERING DEPARTMENT PRE CONSTRUCTION CONFERENCE MEETING IS REQUIRED AND MUST BE COMPLETED PRIOR TO AUTHORIZATION TO PROCEED.
 - ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.



ITEM NO.	REVISION DESCRIPTION OF CHANGE	APPROVAL DATE

TEMPORARY BENCHMARK (T.B.M.): Top of flange bolt between the letters 'MUE' and 'LLER' on an existing fire hydrant located on the north side of U.S. HWY. 70, 85ft more or less, west of the east line of the subject property, as shown hereon
 ELEV.: 266.35 (NAVD' 88 Datum)
 This property is located in a Special Flood Hazard Area (Zone AE) per Flood Insurance Rate Map, Map No. 47157C 0220 G, Community Panel No. 470262 0220 G, Effective Date: February 6, 2013. 100YR ELEV. 267.10

INTERNATIONAL HARVESTER
 LAKELAND TENNESSEE
 DEVELOPER: CITY OF LAKELAND

RENAISSANCE GROUP, INC.
 9700 VILLAGE CIRCLE, SUITE 100
 LAKELAND, TN 38002
 (901) 332-5533 VOICE (901) 332-5534 FAX

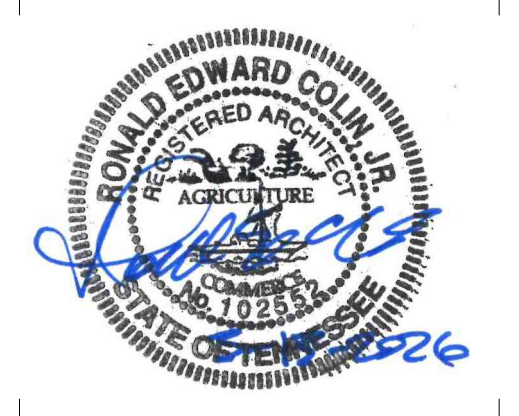
DEPARTMENT OF ENGINEERING
SITE LAYOUT PLAN
 LAKELAND, TENNESSEE

FROM: _____ TO: _____
 SURVEY: MLS DATE: 11/22 BOOK: _____
 DESIGN: KB DATE: 11/23 CKD: JW DATE: 11/23 SCALE: 1"=10'
 REVIEWED _____
 TOWN ENGINEER _____ DATE _____

C2.0



Renaissance Group
 9700 Village Circle, Suite 100
 Lakeland, TN 38002
 901.332.5533
 www.rgroup.biz

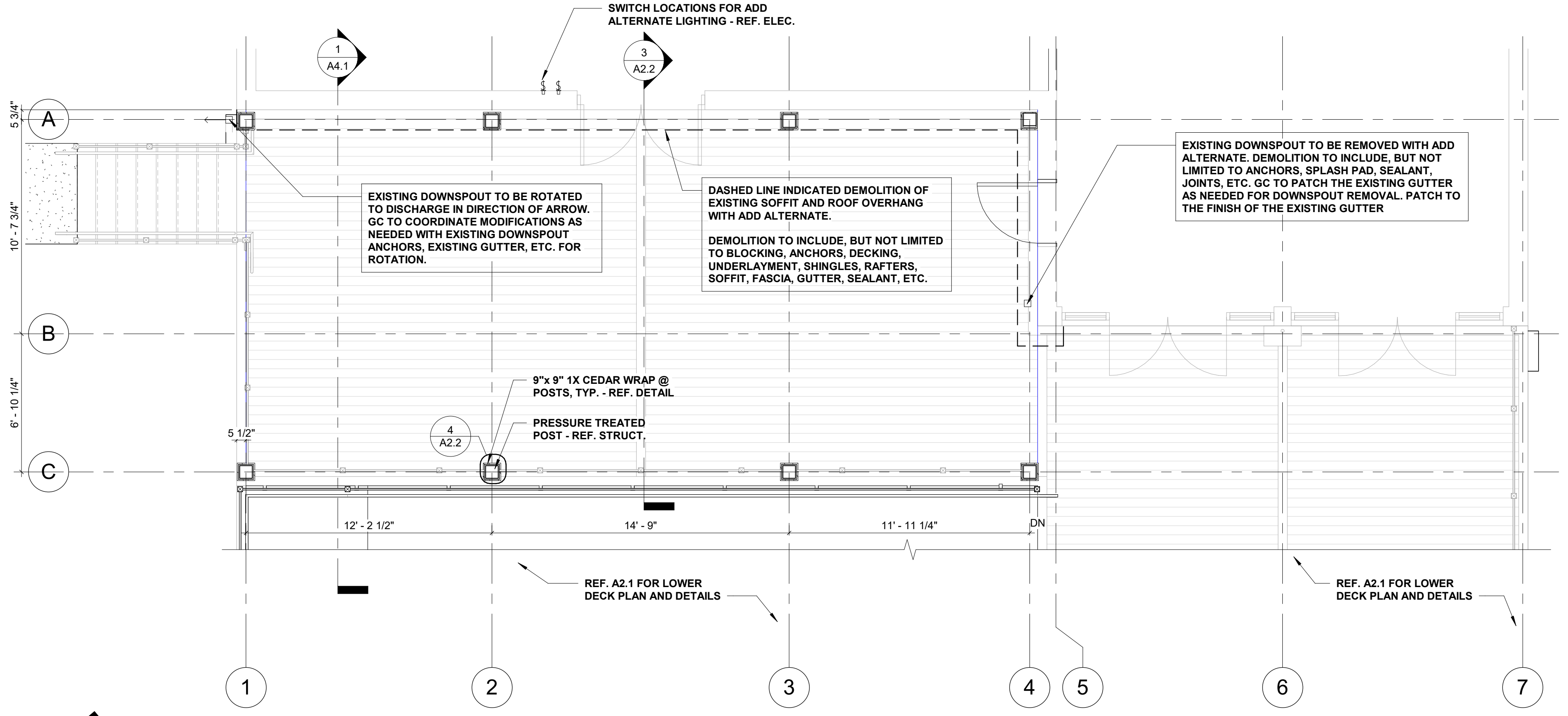


REV	DESCRIPTION	DATE

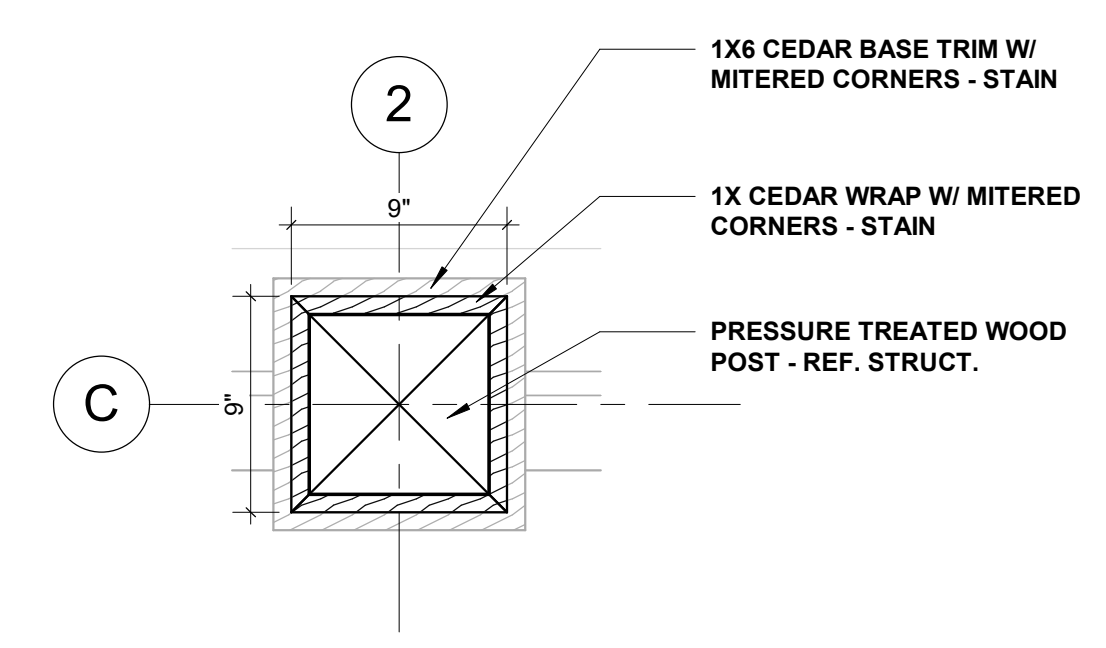
CONSTRUCTION DOCUMENTS FOR THE
I.H.M. PARK - NEW COVERED
PATIO AND RAMP
 4523 Canada Rd
 Lakeland, TN 38002

Sheet Title:
ADD ALTERNATE 1 - FLOOR PLAN & ELEVATION
 Project No:
 25179
 Drawn by:
 Author
 Date:
 03/13/2026

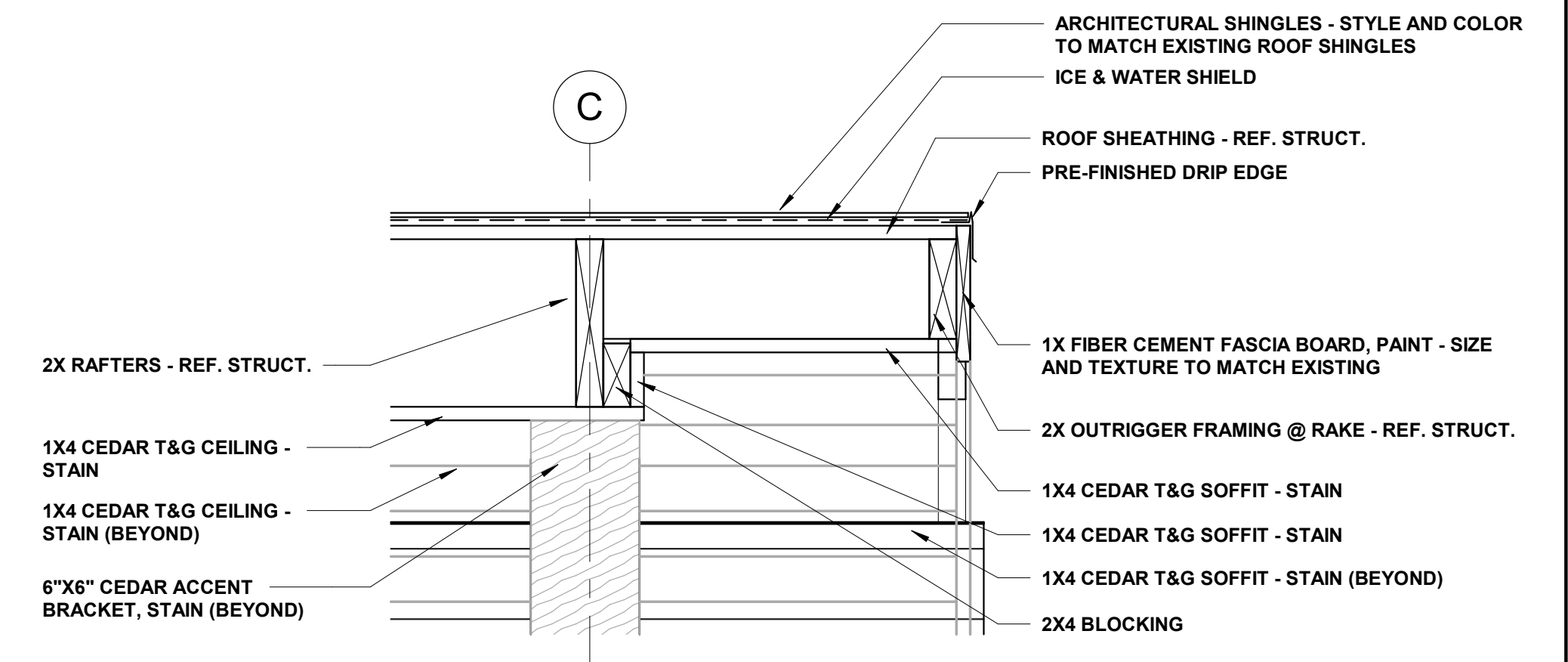
A2.2



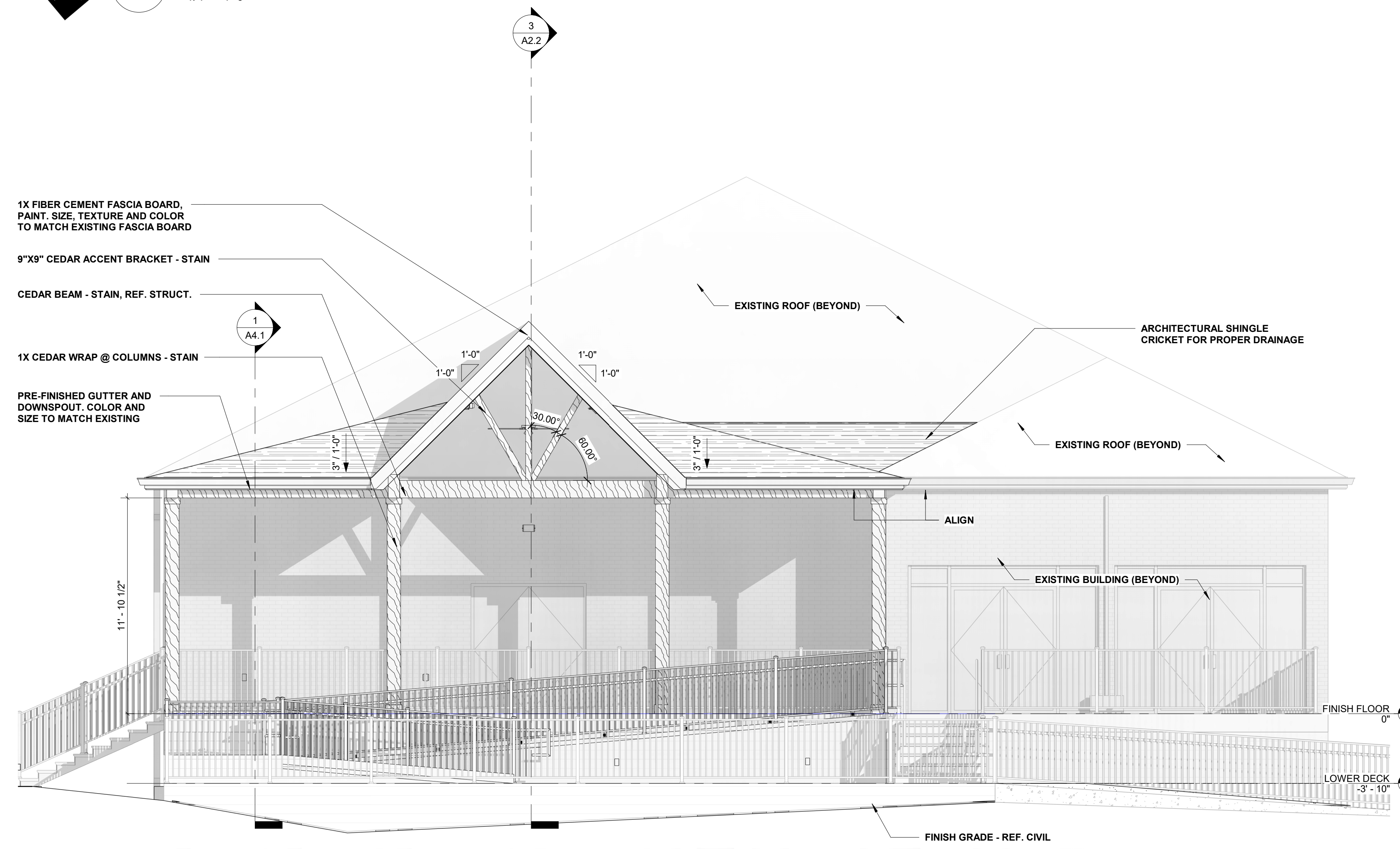
1 NEW FLOOR PLAN - ADD ALTERNATE 1
 1/4" = 1'-0"



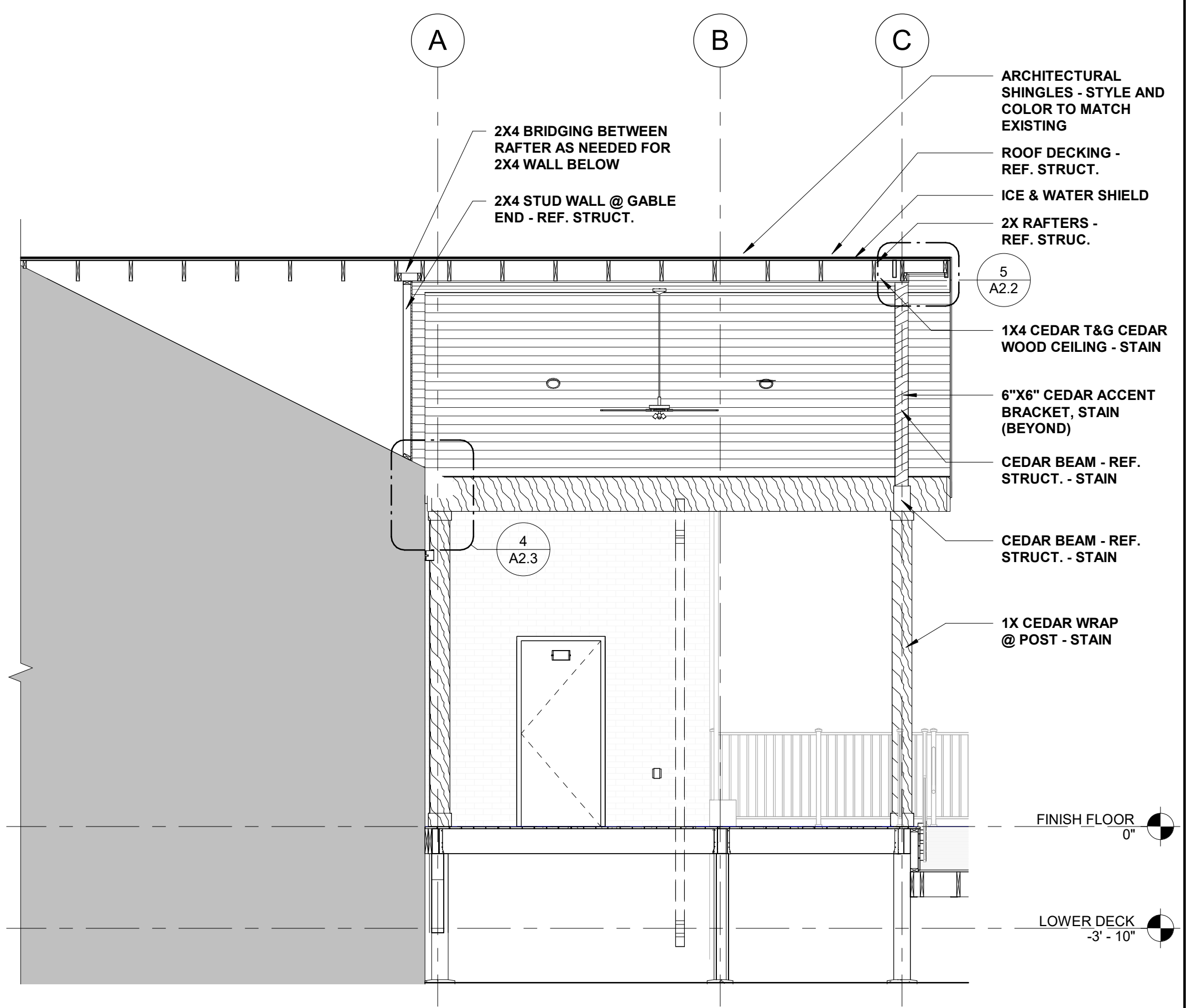
4 ENL. PLAN @ ADD ALT. 1 COLUMN WRAP
 1 1/2" = 1'-0"



5 ENL. DTL. @ RAKE - ADD ALTERNATE
 1 1/2" = 1'-0"



2 SOUTH ELEVATION - ADD ALTERNATE 1
 1/4" = 1'-0"



3 OVERALL SECTION 1 @ ADD. ALTERNATE
 1/4" = 1'-0"

Autodesk Docs://25179 - International Harvester Managerial Park - New Covered Patio and Ramp/25179 - I.H.M. Park - New Covered Patio and Ramp.rvt
 3/10/2026 5:58:38 PM

Meeting Cycle: Thursday, June 4, 2026

Subject: **Resolution** - approving a residential development contract with Rev3 Willows Holdings, LLC for the Willows at the Lake Phase 3 subdivision and rescinding resolution R-79-2026

Staff Contact: Luis Camarillo Hernandez, Senior Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-82-2026.

BUDGET IMPACT

There is no budgetary impact from the previous resolution.

DISCUSSION

Resolution R-79-2026 for the approval of a residential development contract with REV3 Willos Holding, LLC for the Willows at the Lake Phase 3 Subdivision contained incorrect lot numbers and acreage details. These inaccuracies have since been corrected in the updated resolution. There are no changes to the contract from the originally approved resolution.

RESOLUTION R-82-2026

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH REV3 WILLOWS HOLDINGS, LLC FOR THE WILLOWS AT THE LAKE PHASE 3 SUBDIVISION AND RESCINDING RESOLUTION R-79-2026

- WHEREAS,** Developer is the owner of record of a tract of land zoned C-2 (General Business) with PD Overlay which contains approximately 12.95 acres, also identified by Parcel ID #'s L0159Q B00036, L0159Q B00037, L0159Q B00038, and L0159Q B00039 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 74-lot subdivision to be known as The Willows at the Lake Phase 3 ("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-82-2026

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH REV3 WILLOWS HOLDINGS, LLC FOR THE WILLOWS AT THE LAKE PHASE 3 SUBDIVISION AND RESCINDING RESOLUTION R-79-2026

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:

WHEREAS, the residential development contract is subject to minor revisions, review, and approval by the City Attorney:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute, and the City Recorder to attest, a residential planned development contract with REV3 Willows Holdings, LLC for The Willows at the Lake Phase 3 Subdivision.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 4th day of June 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

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 **REV3 WILLOWS HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned C-2-(General Business) which contains approximately 12.95 acres, also identified by Parcel ID # L0159Q B00036, L0159Q B00037, L0159Q B00038, and L0159Q B00039 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 **74-lot** subdivision to be known as **The Willows at the Lake Phase 3**(“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 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

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

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 dated April 21, 2016, approved by the MPC on May 19, 2016, and Board of Commissioners on June 9, 2016, and Preliminary Development Plan dated October 10, 2018, approved by the MPC on October 18, 2018, and Board of Commissioners on November 8, 2018, PDP Amendment dated November 21, 2019, approved by the MPC on November 21, 2019, approved by the BOC on December 12, 2019, 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 Eighty-Four Thousand Eleven Dollars and Seventy-Eight Cents(\$284,011.78)** 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 **Two Hundred Twenty-Nine Thousand Four Hundred Dollars (\$229,400.00)**, 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 **Thirty-Seven Thousand Dollars(\$37,000.00)**, 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 **Twenty-Two Thousand Two Hundred Dollars (\$22,200.00)**, (\$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 **Twenty-Two Thousand Seven Hundred Dollars (\$22,700.00)**, (\$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 **Seven Thousand Five Hundred Dollars (\$7,500.00)**, (\$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 Eight Hundred Fifty Dollars (\$3,850.00)**, (\$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 **Four Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$498.75)**, (\$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 **Seven Thousand Four Hundred Dollars (\$7,400.00)**, (\$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 **One Thousand Two Hundred Ninety Five Dollars (\$1,295.00)**, (\$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 **Three Thousand Seven Hundred Dollars (\$3,700.00)**, (\$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 **Six Hundred Fifty-Nine Dollars(\$659.00)**, (\$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 **Seventy Thousand Two Hundred Ninety-Four Dollars and Seven Cents (\$70,294.07)** 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
REV3 WILLOWS HOLDINGS, LLC
925 NORTHPOINT PARKWAY, SUITE 204
ALPHARETTA, GA 30005

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	\$229,400.00
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(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)	\$37,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$22,200.00
(8)	Construction Inspection Fee	\$22,700.00
(9)	Administrative Review Fee	\$7,500.00
(10)	Geographical Information Systems Fee	\$3,850.00
(11)	Natural Resources Inventory & Analysis Fee	\$498.75
(12)	Parkland Improvement Fee	\$7,400.00
(13)	Tree Removal Fee	\$1,295.00
(14)	Warning Siren Fee	\$3,700.00
(15)	Parkland Dedication Fee	\$70,294.07
(16)	Parkland Review Fee	\$659.00
	Total	\$406,496.82

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

DEVELOPER:
REV3 WILLOWS HOLDINGS, 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					
The Willows at the Lake Ph 3				74 Lots	12.95 Acres
	Per Lot Fee				
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$229,400.00		
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		\$37,000.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A		
Engineering Review Fee (per lot)	\$300.00		\$22,200.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$22,700.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$7,500.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$498.75		
Street Light Fee	100% of Cost		N/A		
Road Cut Fees	\$35.00		\$0.00		
Warning Siren (per lot)	\$50.00		\$3,700.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,295.00		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$3,850.00		
Parkland Improvement Fee (per lot)	\$100.00		\$7,400.00		
Parkland Review Fee (\$400 + \$20 per acre)	Varies		\$659.00		
		Total =	\$336,202.75		
	Acres/Lot =	0.175			
Park Land Formula (D=LxAxPxM)					
L=Number of Lots (D.U.)	L =	74			
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 =	2.21			
D=Dedication in acres	D =	4.808076	Acres		
Land Appraisal Per Acre		\$14,620.00			
Total Due Sewer			\$229,400.00		
Total Due General Fund			\$106,802.75		
Payment-in-Lieu			\$70,294.07		
TOTAL DEVELOPMENT FEES			\$406,496.82		

Meeting Cycle: Thursday, June 4, 2026

Subject:

Resolution - authorizing the City Manager to enter into an agreement with Tennessee Soccer Academy for a youth recreation and competitive soccer program. *Recommended by the Parks and Recreation/Natural Resources Board*

Staff Contact: John Proctor, Recreation Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-81-2026.

BUDGET IMPACT

This program will be operated by the independent contractor, and the City will receive a flat rate fee of \$20 per recreational participant and \$40 per competitive participant for each season run by the contractor.

DISCUSSION

Tennessee Soccer Academy has provided youth recreational soccer for the City of Lakeland since the beginning of 2022, with the addition of competitive soccer in 2025. In the past several seasons, parents have reported a very positive experience and numbers have increased with each season. Parents have reported a desire for the program to continue, and staff has been satisfied with this agreement.

This year, staff sent out requests for qualifications with three contractors submitting an RFQ. A selection team reviewed these submissions on the basis of the quality of the submission, experience in providing youth soccer programming, scope of work, staff experience and qualifications, diversity and equity and inclusive opportunities, and cost and value. Our selection team unanimous decision that the Tennessee Soccer Academy is the best fit for Lakeland.

RESOLUTION R-81-2026

AUTHROIZING THE CITY MANAGER TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT FOR A YOUTH RECREATION AND COMPETITIVE SOCCER PROGRAMS.

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires a recreation and competitive soccer program for youth; and,

WHEREAS, Tennessee Soccer Academy has provided this program since the beginning of 2022; and,

WHEREAS, Tennessee Soccer Academy is willing and able to continue offering the program for two more years:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to enter into an Independent Contractor Agreement with Tennessee Soccer Academy to provide a recreation soccer program to the youth of the City of Lakeland.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 4th day of June 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

City of Lakeland, TN
Independent Contractor Program Agreement

This Amended Agreement ("Amended Agreement") is made this 4th day of June, 2026 by and between the **City of Lakeland**, a Tennessee municipality having a principal place of business at 10001 Highway 70, Lakeland, Tennessee 38002 ("**City**"), and Tennessee Soccer Academy, LLC, a Tennessee limited liability company having a principal place of business at 10245 Ivy Oak Lane, Lakeland, TN 38002 ("**Program Operator**"), and replaces the Independent Contractor Program Agreement executed by the parties on 18th day of June, 2024, and the Amended Independent Contractor Program Agreement executed by the parties on the 6th day of February, 2025.

Program Operator will conduct Lakeland Youth Recreation and Competitive Soccer Programs for the citizens of Lakeland, Tennessee utilizing City and partnering facilities (the "Program"). The City agrees to make available certain facilities ("Facilities"), identified in **Attachment A** to this Amended Agreement, and advertise the Program with the City's media resources.

In consideration of the mutual benefits and responsibilities set forth below, the parties agree as follows:

1. **PROGRAM.** During the term of this Amended Agreement, Program Operator shall operate a recreation level soccer program for children ages five to fourteen years old (5-14) and a competitive program for children ages five to eighteen years old (5-18) with the following divisions:

- a. **Recreational Age Divisions**

- i. Div. 5 (Coed 5U: 3v3/4v4),
- ii. Div. 4 (Coed 6U-8U: 4v4),
- iii. Div. 3 (Boys & Girls 10U: 7v7),
- iv. Div. 2 (Boys & Girls 12U-14U: 7v7)

- b. **Competitive Age Divisions**

- i. 8U (Boys & Girls),
- ii. 9-10U (Boys & Girls),
- iii. 11U-14U (Boys & Girls),
- iv. 15U- 19U (Boys),
- v. 15U- 19U (Girls)

The City agrees to make the Facilities available for operation of the Program during the times and at the locations identified in Attachment A to this Amended Agreement. Notwithstanding anything in this Amended Agreement to the contrary, the City reserves the right to cancel, without prior notice to the Program Operator, any practices and/or games due to unsafe conditions or when the City determines the use of the Facilities may be detrimental to the quality or maintenance of the Facilities.

2. **TERM.** The original Agreement commenced on June 28, 2024. This Amended Agreement shall commence upon execution by the parties and shall expire on June 30, 2027, unless terminated sooner or extended in accordance with the provisions hereof (the "Initial Term"). Following the Initial Term, this Amended Agreement may be extended on a year-to-year basis upon mutual written agreement of the parties. This Amended Agreement may be terminated immediately by the City for the Program Operator's violation of any of the provisions or conditions contained in this Amended Agreement, or in the event the City determines in its sole discretion that the Program Operator's use of the Facilities or general conduct is or may be undesirable, offensive, unacceptable for educational and cultural uses or may cause damage to the Facility's property, the Facility's furnishings, or equipment located on the Facility's property or injury of persons lawfully on the Facility's property. Further, the City may terminate this Amended Agreement for convenience upon 60 days written notice, in its sole discretion and with no further obligations to the Program Operator

or any other party herein.

3. **FACILITIES.** The Facilities to be provided by the City under this Amended Agreement for the purpose of operating the Program, and the times and dates on which they will be provided, are set forth in **Attachment A.** This Agreement relates solely to the Facilities and times and dates listed in **Attachment A.**

Program Operator agrees to accept the Facilities as is and to immediately notify the City in writing of the discovery of any defective or dangerous conditions found on, at, or around the Facilities. Further, the Program Operator shall not damage in any way or cause waste to the Facilities or any contiguous or surrounding property and shall not permit the same to be done. Program Operator shall pay for any and all damage to the Facilities, including the building, grounds, equipment, furniture, and other property, caused by, or related to its use of the Facilities. Program Operator shall, at its sole expense, repair or replace any damage to the building, grounds, equipment, furniture, or other property, upon demand by the City. If the City is required to repair or replace any part of the grounds, building, equipment, or furniture, the costs associated therewith shall be reimbursed to the City by the Program Operator within five (5) days after demand from the City to the Program Operator.

4. **EQUIPMENT.** The Program Operator will provide all necessary equipment to operate the Program. If the City finds it necessary, it can provide equipment as needed. However, such City-provided equipment shall remain the sole property of the City and shall become part of the Facility for the purposes of this Amended Agreement.

5. **ADVERTISEMENT OF PROGRAM.** The City agrees to advertise the Youth Recreation Soccer Program by placing information about the Program on the City's websites and media outlets. Program Operator shall not represent that the City is operating or supervising the Program in any way.

6. **REGISTRATION AND FEES.** All registration fees for the Program will be collected by the Program Operator.

Upon the completion of the Program, or in the case of a Program which runs longer than 30 days, the first day of the month following the first day of the Program, the Program Operator shall prepare and provide a list of registrants, along with an accounting of the fees generated by the Program to the City. At the same time, the Program Operator shall pay the City a fee equal to twenty dollars (**\$20.00**) per recreational registrant and forty dollars (**\$40.00**) per competitive registrant for both the fall and spring seasons.

In the event the Program Operator elects to charge additional fees (e.g., Uniform Fees, Supply Fees, Certification Fees, etc.), any additional fees shall be charged directly to the registrants at the Program Operator's cost.

7. **COMPLIANCE WITH POLICIES, RULES, AND LAWS.** Program Operator agrees to operate the Program and to use and occupy the Facilities and equipment in compliance with all applicable City policies, ordinances, regulations and procedures, and all other local, state, and federal regulations and laws. Program Operator acknowledges that it is specifically aware of the provision of Tennessee Code Annotated § 49-5-413 requiring the background check of any individual that works on school grounds at any time when students are present and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. Program Operator hereby certifies that it will always comply with the provisions of Tennessee Code Annotated § 49-5-413.

8. **SUPERVISION AND TRAINING.** Program Operator shall be solely responsible for the conduct of

all persons using the Facilities or while on City property at the Program or by express or implied invitation and shall protect and indemnify the City from all claims arising out of or related to the Program Operator's use of the Facilities.

Program Operator shall be responsible for supervising its officers, agents, employees, guests, patrons, volunteers, and invitees while anywhere on City property or the Facilities and shall provide qualified, professionally trained, and responsible adult supervisors to ensure compliance with all rules, regulations, and procedures. Program Operator is responsible for providing all necessary and appropriate safety instruction to all its employees, and volunteers and to all participants and attendees at the Program. The City reserves the right to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facilities.

9. **INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE.** Program Operator shall indemnify, defend, and save harmless the City and the Lakeland School System, their officers, elected officials, agents, and employees from all loss, cost, and expense, including costs of defense and attorneys' fees, relating to or arising out of any liability, loss, expense, or claim, whether sounding in tort, contract, or otherwise, by reason of the use or occupancy of the Facilities under this Amended Agreement (whether such use is authorized or not) or by reason of any act or omission of Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

Program Operator is responsible for any and all damage to the Facilities or property of the City, or loss or theft of such property, done or caused by Program Operator or any of its officers, agents, employees, volunteers, guests, participants, attendees, patrons, or invitees.

The City assumes no responsibility whatsoever for any property placed in the Facilities by the Program Operator, its employees, volunteers, agents, guests, attendees, patrons, or invitees.

The City and the Lakeland School System are hereby expressly released and discharged from all liabilities for any loss, injury or damage to persons or property that may be sustained by reason of the use of the Facilities under this Amended Agreement.

Program Operator agrees to purchase, at Program Operator's own expense, a comprehensive general liability insurance policy, including public liability and property damage, written by a company licensed to do business in Tennessee and acceptable to the City, covering Bodily Injury and Property Damage for an amount not less than \$1,000,000.00 Combined Single Limits. This insurance shall include coverage for legal liability to participants and coverage for sexual abuse and molestation. The City and the Lakeland School System shall be named as an additional insured in any insurance policy required by this Amended Agreement. Program Operator agrees that the insurance purchased shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the insurance as required under this Amended Agreement shall be delivered to the City before the Program begins.

10. **RELATIONSHIP OF PARTIES.** Nothing in this Amended Agreement shall be construed to place the parties in the relationship of partners, employee/employer, joint ventures, agents, or otherwise. Program Operator shall have no power to obligate or bind the City in any manner whatsoever, and the City does not in any way represent itself as a guarantor of the quality of any product or service produced or provided by Program Operator.

By their execution below, the parties have agreed to all the terms and conditions of this Amended Agreement.

City of Lakeland

Program Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A: Program Information

Program Operator: Tennessee Soccer Academy
Name of Program: Lakeland Youth Recreation Soccer
Address: 10245 Ivy Oak Lane, Lakeland, TN 38002
Phone Number: 901-603-1119
Website: www.tennesseesocceracademy.com

A. Program Description

Spring Recreational Age Divisions & Format

- 4UCoed: 3v3 Format- No Goalkeepers
- 6UCoed: 4v4 Format- No Goalkeepers
- 8UCoed/SG: 4v4 Format- No Goalkeepers- Referees
- 10USG: 7v7 Format- Referees
- 12USG: 7v7 Format- Referees
- 15USG: 7v7 Format- Referees

Division Notes

- 6Udivision teams are organized as coed
- 8Udivision teams are organized either as coed or single gender, depending on the number of participants who register.
- 10U, 12U, & 15Udivision teams are organized as single gender
- 10U, 12U, & 15Udivision teams may play games in Lakeland, Arlington, and Bartlett, through partnership
- Age divisions are determined by the registrants' birth year

Spring Season Competitive Age Divisions

- 8UCoed
- 9U & 10UCoed
- 11U- 14U Coed/SG
- 15U- 19U Boys
- 15U- 19U Girls

B. Program Dates, Times, and Locations

Recreational/ Competitive Program Sessions:

Spring Recreational Information

Registration begins – January
Practice begins – Early March
End of season – Mid- May

Spring Competitive Information

Practices/ Games February through Mid- May

Fall Recreational Information

Registration begins – July
Practice begins – August
End of season – November

Fall Competitive Information

Practices July through November

Summer Programming

Recreational Camps
Summer Leagues (Recreational)

Adaptive Programming

Fall (Sessions)
Spring (Sessions)

Location & Times:

Lakeland Prep Athletic Annex:

Monday, Tuesday, & Thursday 5:30pm – 8:30pm
Saturday 9:00am – 12pm.

Field Assignments:

Weekdays: Fields A, C & E
Weekends: Fields A, C, D, & E

A full season schedule is due to City Staff no less than 7 days prior to the start of practices. Any changes to the schedule made by the Program Operator shall be reported to the City by email at recreation@lakelandtn.org no less than 3 days in advance.

Weather related or field playability closures will be made as early as possible to provide adequate notice to program participants. These closures may be made by the City, the Program Operator or Lakeland School System.

C. Program Registration and Additional Fees

Program Operator assumes the responsibility for all registration and fee collection.

Additional fees include:

Uniform kits: \$50 (approximate)
Branding for the uniforms will be under the name: "TSA Lakeland."

In the event of season or division cancellation, Program Operator will make a good faith effort to relocate athletes to a program that is operating.

D. City Equipment

The City will provide the following equipment:

12 @ youth goals (size: 4'x6')
12 @ Mid-size goals (size: 7' x 21')
4 @ Full-size goals (size: 8' x 24')

Field Layout and Striping:

- The City will stripe the fields once per week in a layout mutually agreed upon at the beginning of the season.
- Any special request for field painting or change to field layout once the season has begun will necessitate an administrative / programming fee.
- This fee shall be waived if a playability issue creates the need for the change.



Board of Commissioners

Meeting Cycle: Thursday, June 4, 2026

Subject: **Discussion and Possible Action** - related to City of Lakeland anticipated property tax revenue increase from TIF's. *Sponsored by Mayor Roman*

Staff Contact: Sue Matthews, Finance Director

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

The City anticipates an increase in property tax revenues generated by the four TIF districts. The Mayor would like to explore options for allocating a portion of the additional revenue toward debt reduction, lowering user fees, or strategic investments.

Meeting Cycle: Thursday, June 4, 2026

Subject: **Discussion and Possible Action** - related to City of Lakeland Solid Waste Rates.

Staff Contact: Nick Pulido, Public Works Director

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.