



Board of Commissioners
Regular Meeting Agenda
Thursday, October 14, 2021, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Final Reading** - amending Section 8-211 of the Lakeland City Code pertaining to distance requirements and measurement methodology for retail beer sales.
- VI. TREASURER'S REPORT:
 1. Treasurer's Report - September 2021
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - City Manager's Report
 - Commissioners' Report
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
September 9, 2021
 2. **Ordinance - First Reading** - amending the Fiscal Year 2021-2022 Budget, passed by Ordinance O-5-2021. *Sponsored by Michael Walker*

3. **Resolution** - in opposition to the consideration of a Consolidated Government in Shelby County. *Sponsored by Mayor Cunningham*
4. **Resolution**- to approve a contract with Spectra Tech, LLC for the FY22 Scotts Creek Sanitary Sewer Manhole Rehabilitation Project. *Sponsored by Alejandra Arriaga*
5. **Resolution** - adopting a revised City of Lakeland Employee Handbook. *Sponsored by Michael Walker*
6. **Resolution** - to approve the purchase of a 2022 Chevrolet Traverse AWD LS from Freeland Automotive through State of Tennessee Contract #64409 *Sponsored by Emily Harrell*
7. **Resolution** - to approve the purchase of three (3) 2022 Dodge Ram 4x4 Crew Cab Trucks and one (1) 2022 Dodge Ram Cab and Chassis Truck from Columbia Chrysler Dodge Jeep RAM Fiat through State of Tennessee Contract #209. *Sponsored by Emily Harrell*
8. **Resolution** - to approve the purchase of a Road Widener Shouldering and Side Paver Attachment from Thompson Machinery. *Sponsored by Emily Harrell*
9. **Resolution** - to approve the purchase of a 24" Planer Skid Steer Attachment from Williams Equipment through State of Tennessee Contract# 50630. *Sponsored by Emily Harrell*
10. **Resolution** - to approve the purchase of a SaltDogg Salt Spreader and Snowdogg Snow Plow from Stringfellow, Inc through Sourcewell Contract #080818BPC. *Sponsored by Emily Harrell*
11. **Resolution** - to approve network and security improvements by Central Technologies, Inc.for the Public Works Maintenance Building. *Sponsored by Emily Harrell*
12. **Resolution** - to approve the purchase of a Fuelmaster Fuel Management System from Syntech through Sourcewell Contract #022217-SYS. *Sponsored by Emily Harrell*

13. **Resolution** - to approve a Residential Subdivision Development Contract for Heathfield at Scotts Creek Phases 1 & 2 with Arbor View Developments, LLC. *Sponsored by Emily Harrell*
14. **Resolution** - accepting Dedication of Public Improvements and authorizing the release of Security for Public Improvements for Kindercare (Formerly Rainbow Childcare Center), St. Paul United Methodist Church Subdivision Lot 2. *Sponsored by Emily Harrell*
15. **Resolution** - to approve Amendment No. 4 to the contract for Design of New Canada Road with Fisher Arnold, Inc. *Sponsored by Emily Harrell*
16. **Resolution** - to approve a contract with Kimley Horn for the City of Lakeland Comprehensive Parks Master Plan. *Sponsored by Pat O'Mara*
17. **Resolution** - authorizing the City Manager to execute a contract with Civic Plus for SeeClickFix Citizen Request Management solution. *Sponsored by Josh Thompson*

XI. REGULAR AGENDA:

1. **Ordinance - Final Reading** - amending Section 8-211 of the Lakeland City Code pertaining to distance requirements and measurement methodology for retail beer sales. *Sponsored by Shane Horn*
2. **Resolution** - to approve a contract with Kimley Horn for the Lakeland Transportation Plan Update. *Sponsored by Emily Harrell*
3. **Resolution** - authorizing the City Manager to enter into an independent contractor agreement for a youth recreation soccer program. *Sponsored by Pat O'Mara*
4. **Resolution** - authorizing a traffic study for the Laurel Hill connection to New Canada Road. *Sponsored by Emily Harrell*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

CITY OF
LAKE LAND
TENNESSEE



SEPTEMBER 2021
TREASURER'S REPORT

BOARD SUMMARY

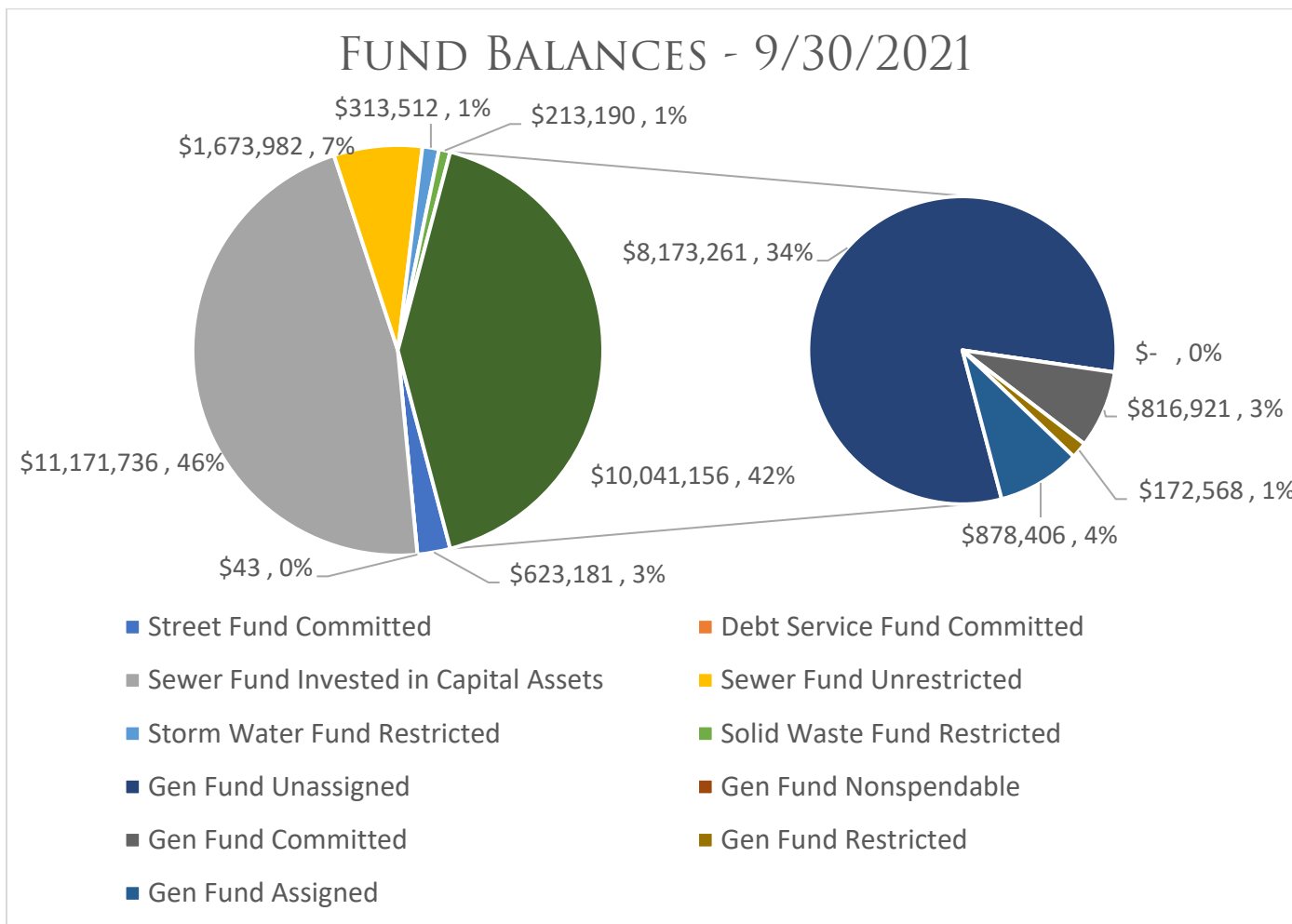
The following Board Summary is provided to assist in the review of the detailed monthly Treasurer's Report on the following pages. The Treasurer's Report provides monthly fiscal-year-to-date operating results for the General Fund, the State Street Aid Fund, the Debt Service Fund, the Sewer Fund, the Storm Water Fund, and the Solid Waste Fund. This report **excludes** the funds of Lakeland School System ("LSS"), either individually or in the aggregate.

Short Take:

- General Fund:
 - Grants revenues will increase as capital projects are billed/received from the grantors
 - Expenditures excluding capital outlays are in line with expectations
- State Street Aid Fund:
 - Revenues exceed FYTD target due to Governor's appropriation grant received
 - Expenditures lower than FYTD target due to timing of receipt of invoices for the paving projects
- Storm Water Fund:
 - Revenues over current expectations due to storm water fines revenues

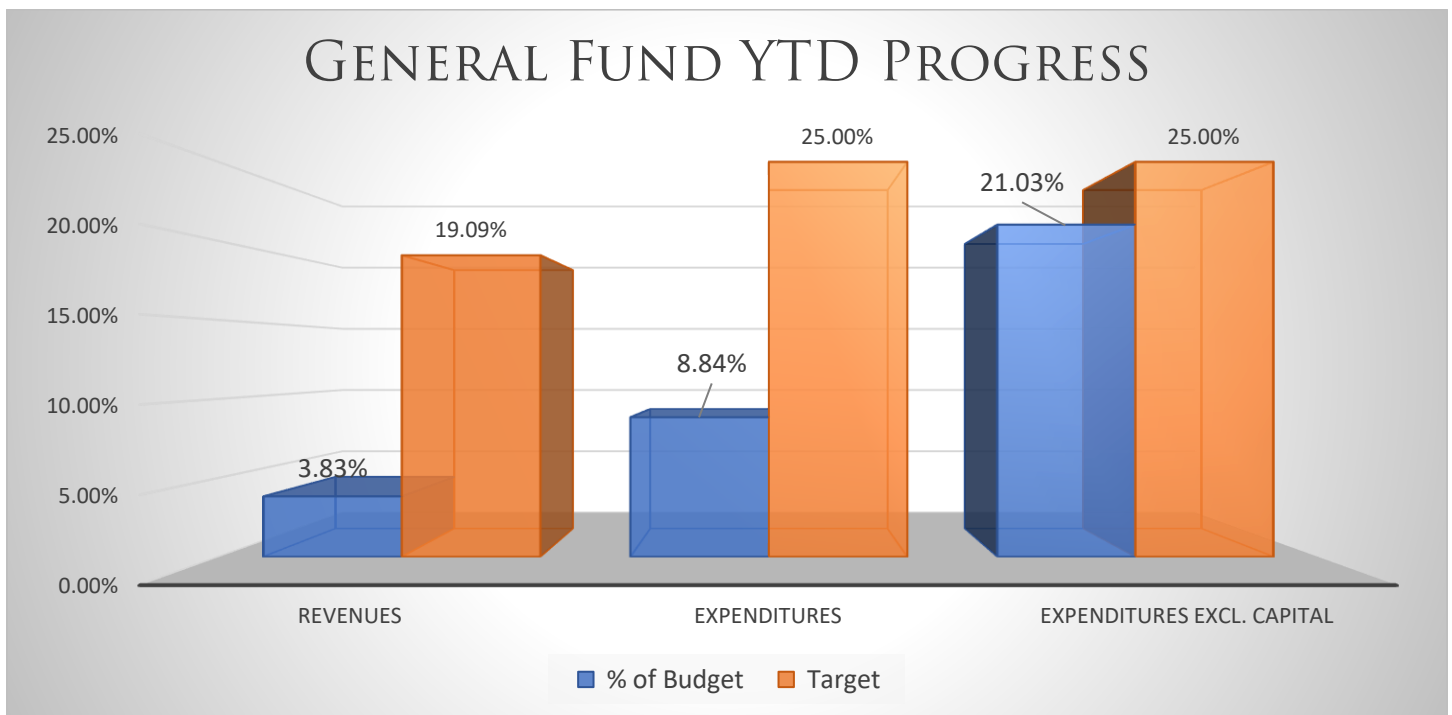
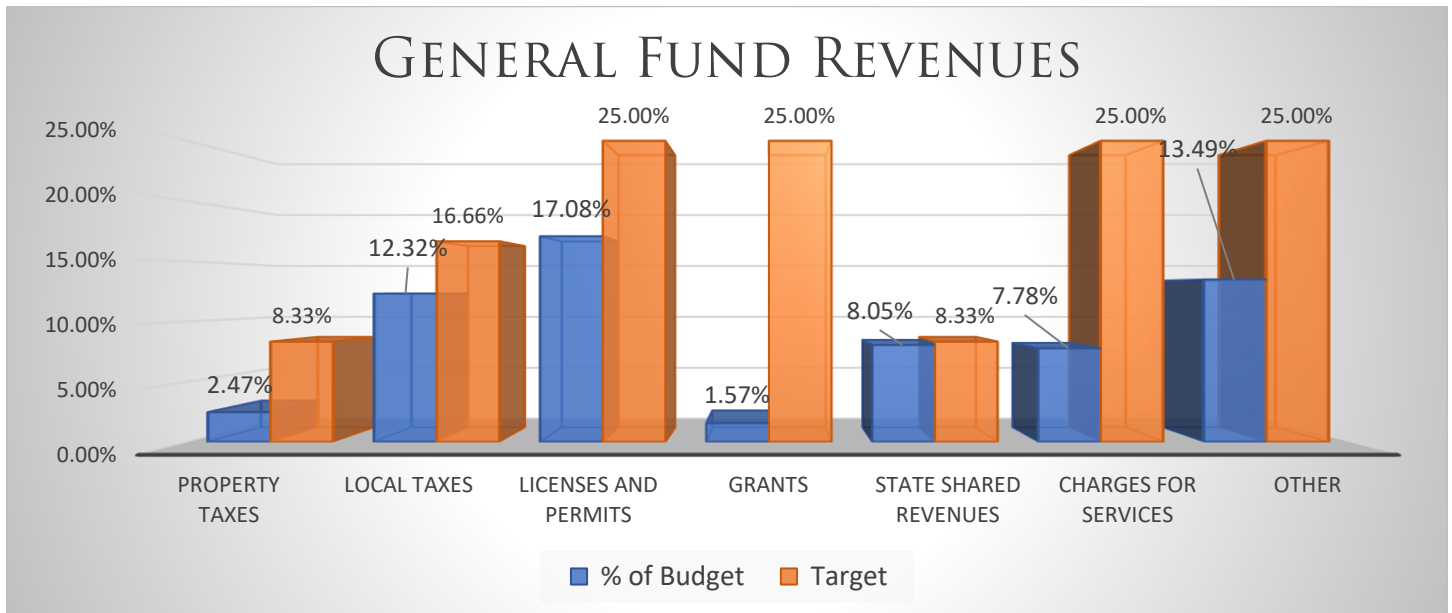
BOARD SUMMARY (CONTINUED)

Fund Balance and Net Position - Across all funds (of the City), fund balance (and net position) decreased during September from \$25,109,144 to \$24,036,800 - or by \$1.07 million. This decrease is due to payment of construction costs for Memphis-Arlington Phase 1 athletic fields, and payment of annual maintenance of effort due to LSS.



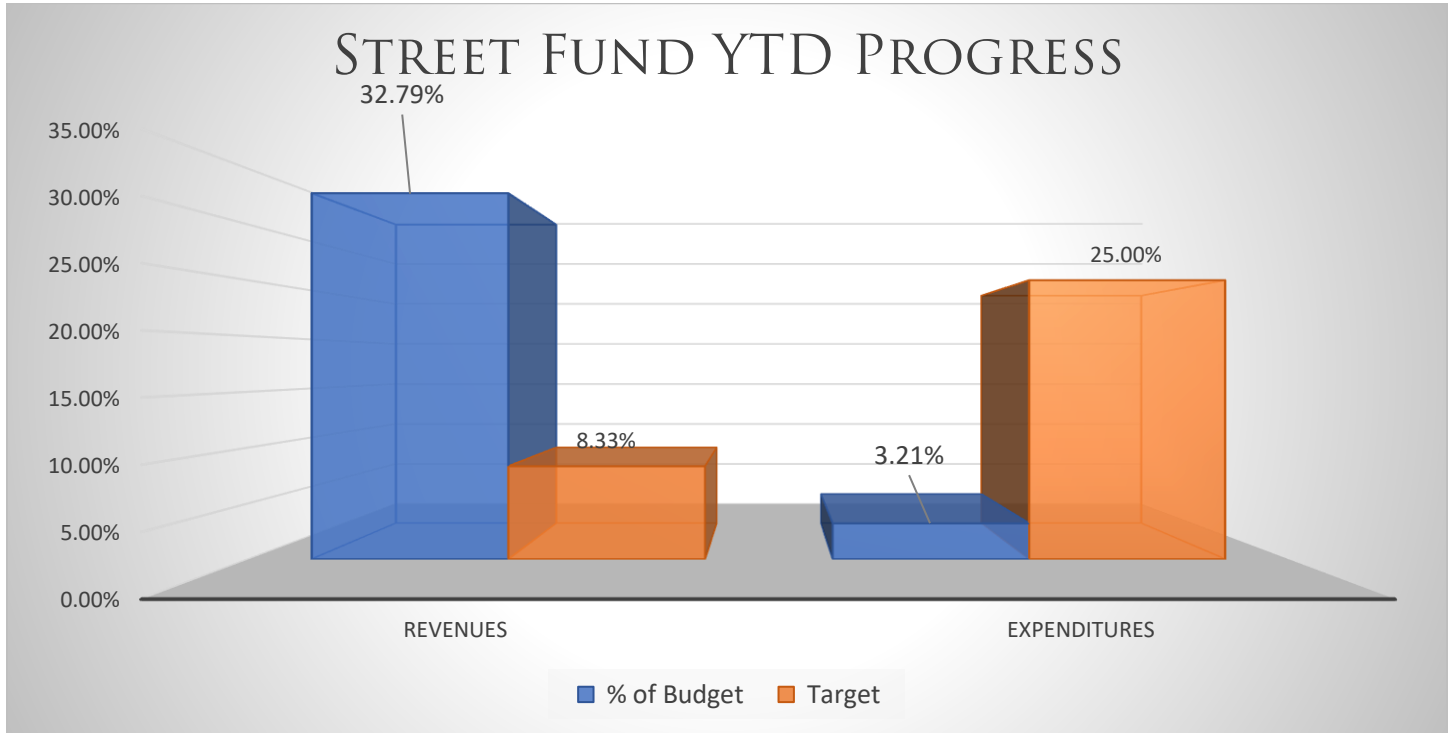
BOARD SUMMARY (CONTINUED)

General Fund Summary

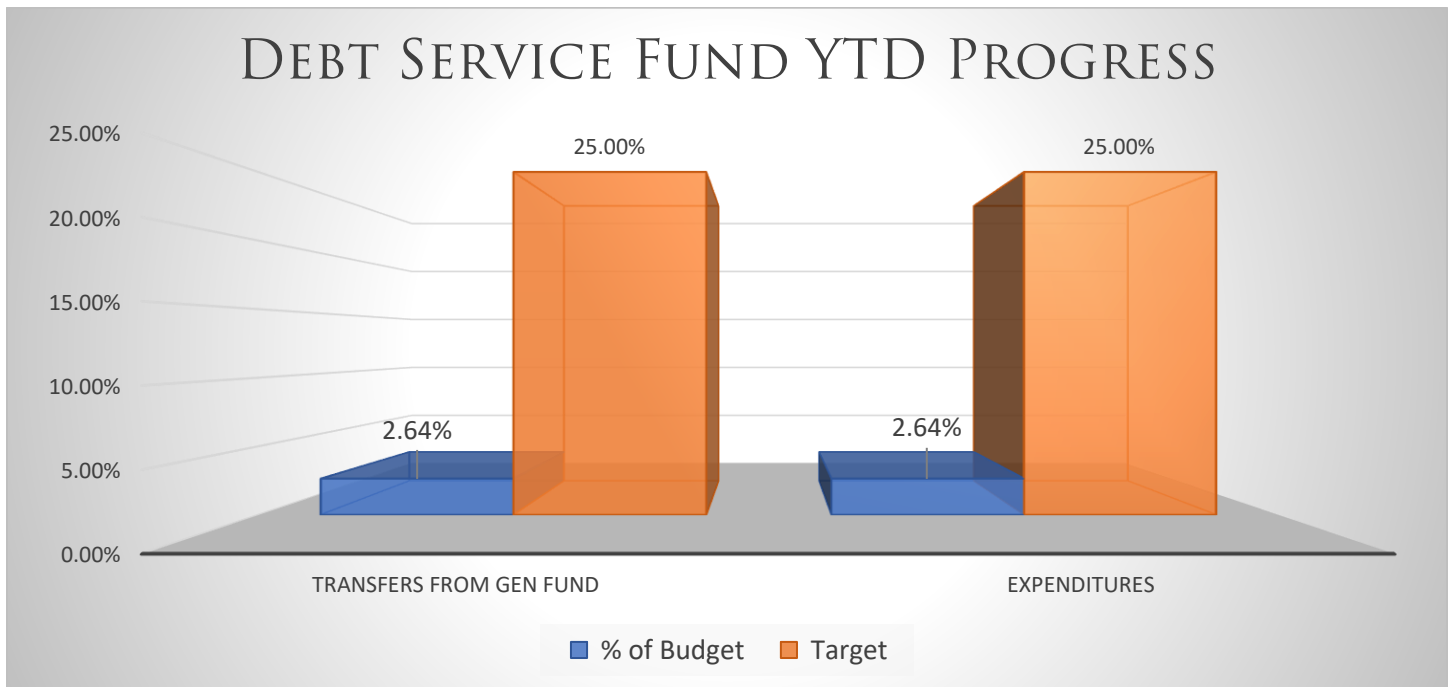


BOARD SUMMARY (CONTINUED)

State Street Aid Fund Summary

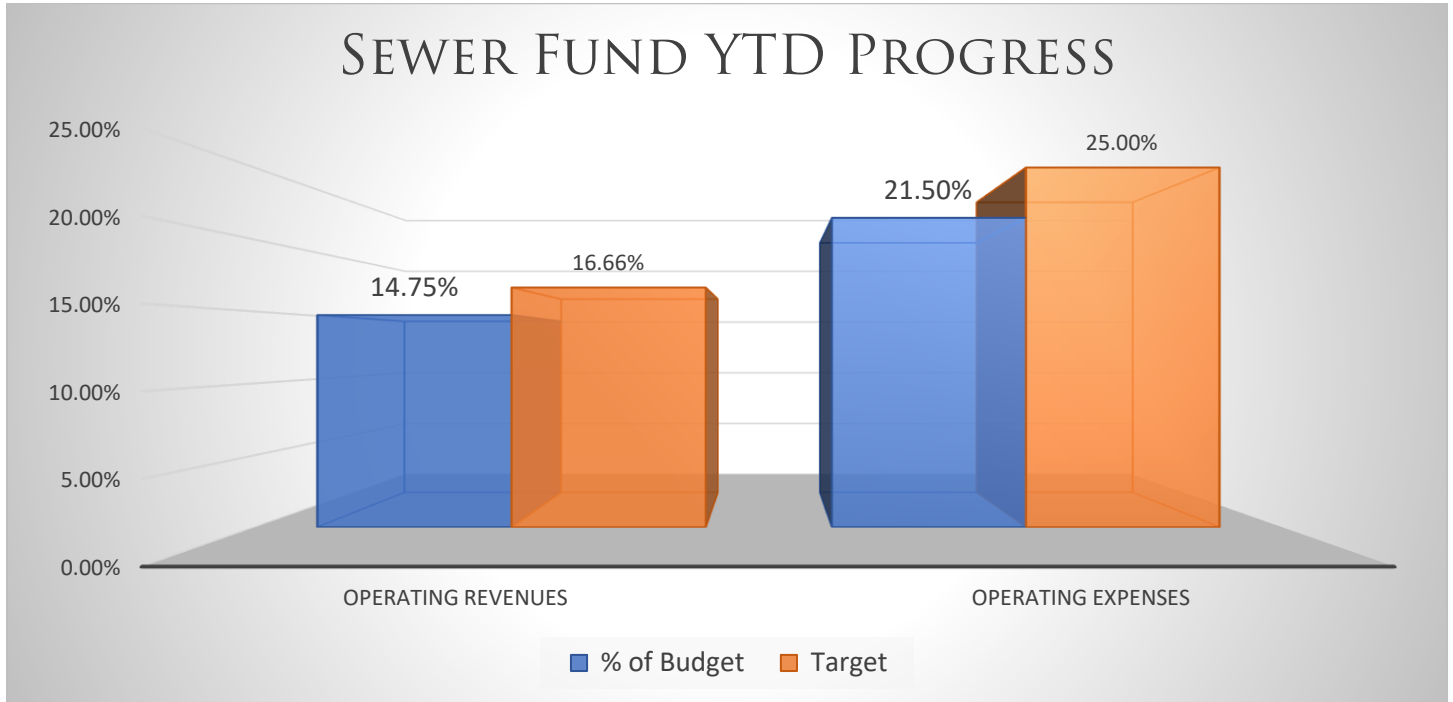


Debt Service Fund Summary

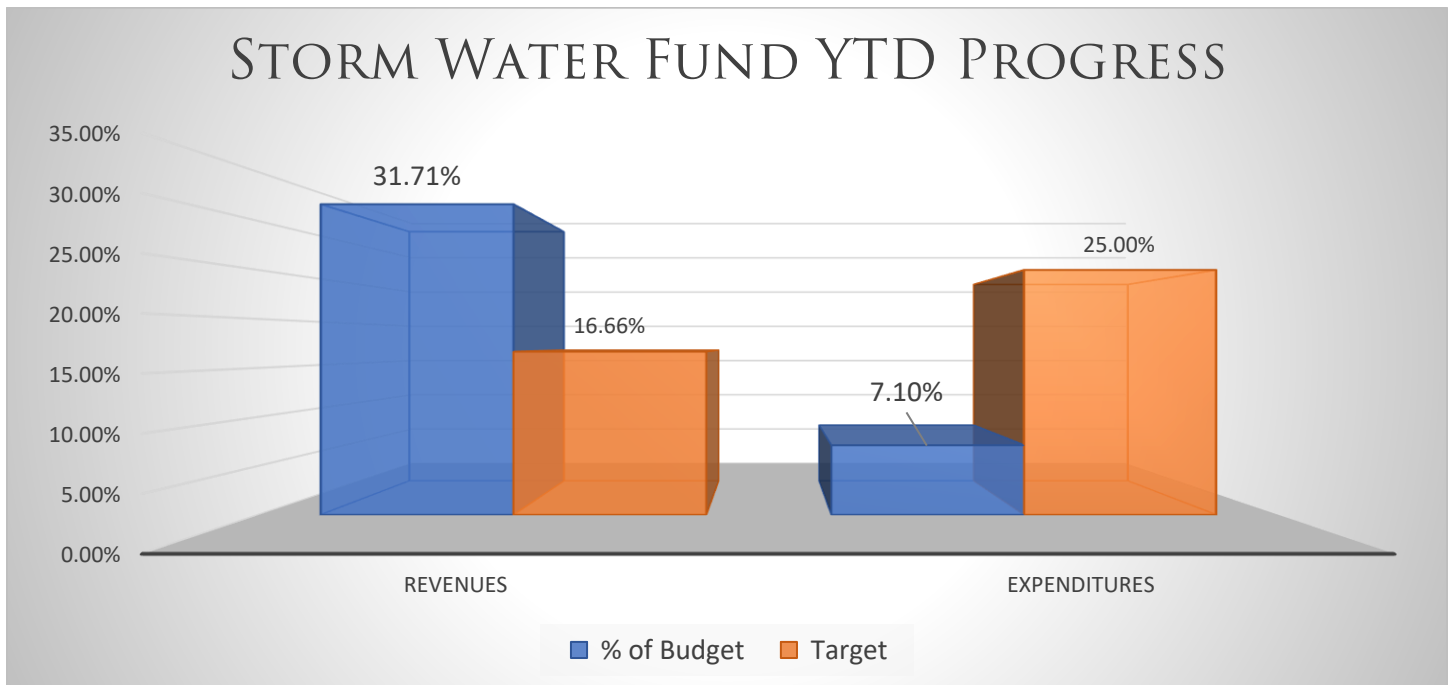


BOARD SUMMARY (CONTINUED)

Sewer Fund Summary

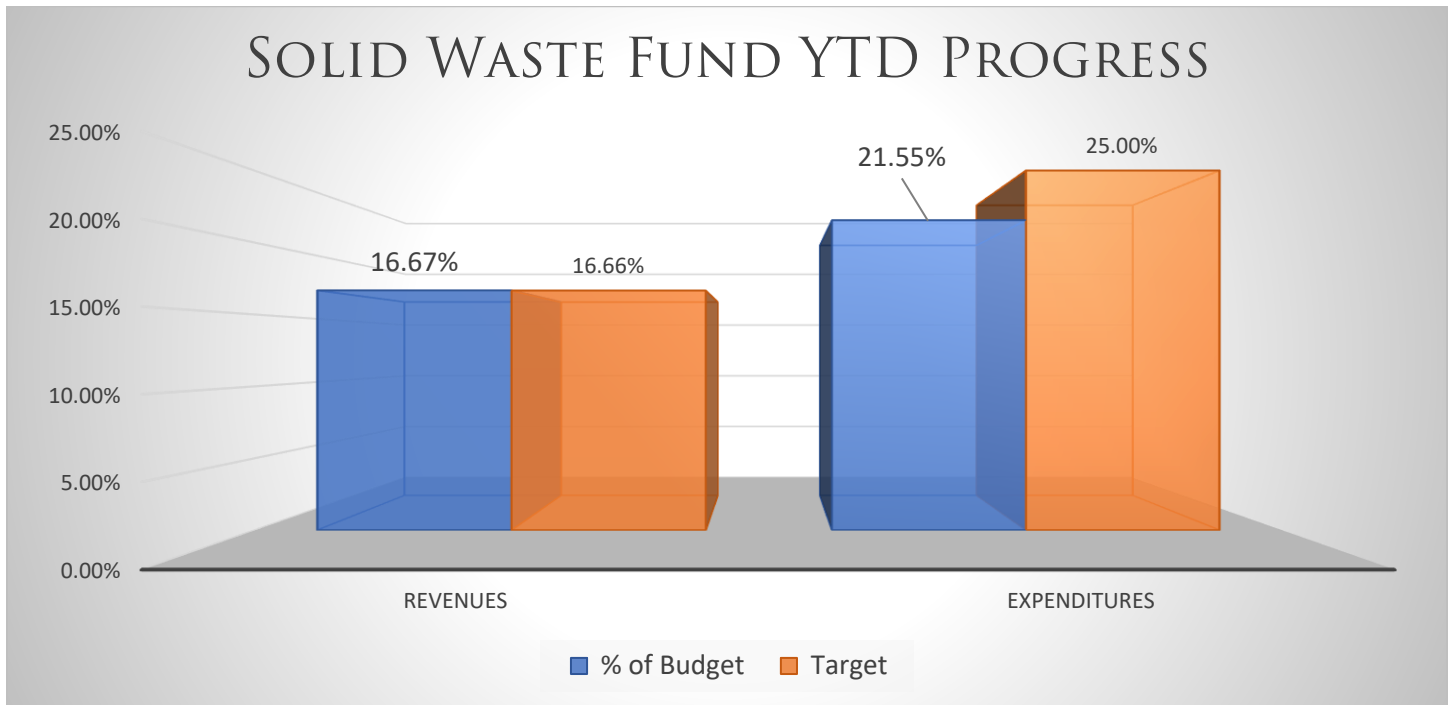


Storm Water Fund Summary



BOARD SUMMARY (CONTINUED)

Solid Waste Fund Summary



Budget Transfers

As noted in Ordinance O-5-2021, funds “may be transferred from one appropriation to another in the same fund by the Finance Director” and “shall be reported to the governing body at its next regular meeting.”

Budgetary transfers for fiscal year 2022 are as noted in Appendix A at the back of this Treasurer’s Report.

BOARD SUMMARY (CONTINUED)

Outstanding Debt Update – by Purpose of Debt

Profile as of

09/30/2021

Filter by Purpose

Select...

[Export Data](#)

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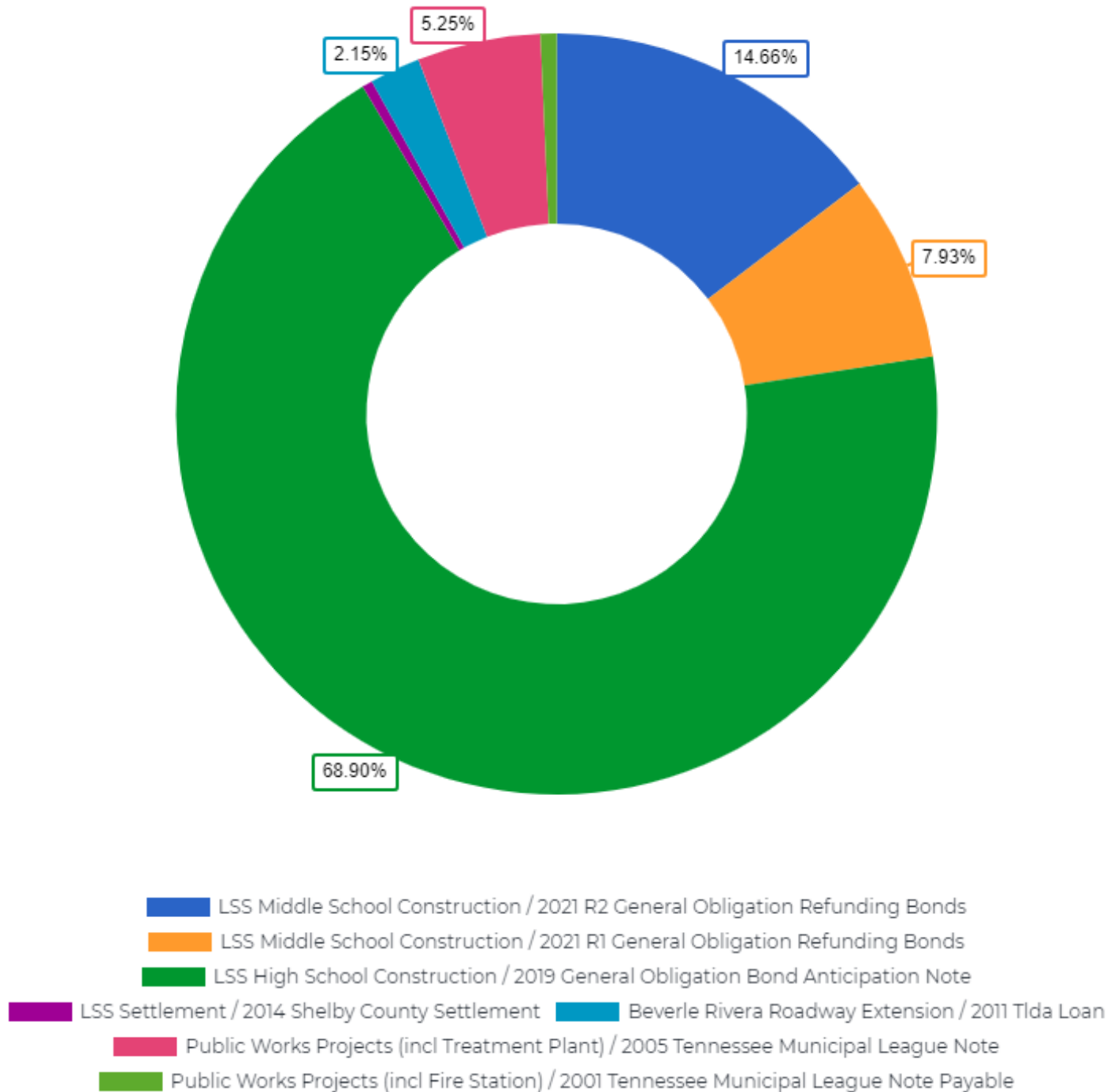
Viewing 7 Issues Across 6 Purposes [Compare All Schedules](#)

Total Outstanding Par Amount: **63,669,023**

☐ Series ↑	Dated Date	Final Maturity	Call Date	Outstanding Par Amount	Purpose	Use of Proceeds	⋮
☐ 2001	07/26/2004	05/26/2023	Currently Callable	429,095	Public Works Projects (incl Fire Station)	New Money	⋮
☐ 2005	11/01/2005	05/25/2026	Currently Callable	3,313,000	Public Works Projects (incl Treatment Plant)	New Money	⋮
☐ 2011	07/20/2019	07/20/2039	Currently Callable	1,354,657	Beverle Rivera Roadway Extension	New Money	⋮
☐ 2014	05/31/2014	11/01/2025	Currently Callable	277,771	LSS Settlement	New Money	⋮
☐ 2019	12/12/2019	12/12/2022	Currently Callable	43,500,000	LSS High School Construction	New Money	⋮
☐ 2021 R1	01/27/2021	01/27/2061	01/27/2022 @ 100.00%	5,194,500	LSS Middle School Construction	Refunding	⋮
☐ 2021 R2	01/27/2021	01/27/2061	01/27/2022 @ 100.00%	9,600,000	LSS Middle School Construction	Refunding	⋮

BOARD SUMMARY (CONTINUED)

Debt Mix – by Purpose of Debt



SEPTEMBER FISCAL YEAR-TO-DATE RESULTS



CITY OF LAKELAND

BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED

September 30, 2021

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 9,994,581	\$ 43	\$ 673,564	\$ 283,601	\$ 221,746	\$ 11,173,535
Receivables						
Property taxes, net of allowance	4,742,729	-	-	-	-	4,742,729
Grants	440,831	-	-	-	-	440,831
Other	229,166	-	-	30,000	-	259,166
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-
Prepaid items	-	-	-	-	-	-
Inventory	1,805	-	-	-	-	1,805
Restricted cash	172,568	-	-	-	-	172,568
Total assets	<u>\$ 15,581,680</u>	<u>\$ 43</u>	<u>\$ 673,564</u>	<u>\$ 313,601</u>	<u>\$ 221,746</u>	<u>\$ 16,790,634</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 202,330	\$ -	\$ 50,383	\$ 89	\$ 8,556	\$ 261,358
Deposits	142,400	-	-	-	-	142,400
Due to other funds	95	-	-	-	-	95
Unearned revenue	-	-	-	-	-	-
Total liabilities	<u>344,825</u>	<u>-</u>	<u>50,383</u>	<u>89</u>	<u>8,556</u>	<u>403,853</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	4,734,124	-	-	-	-	4,734,124
Grants	447,276	-	-	-	-	447,276
Other	14,299	-	-	-	-	14,299
Total deferred inflows of resources	<u>5,195,699</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,195,699</u>
FUND BALANCES						
Restricted	172,568	-	-	313,512	213,190	699,270
Committed	816,921	43	623,181	-	-	1,440,145
Assigned	878,406	-	-	-	-	878,406
Unassigned	8,173,261	-	-	-	-	8,173,261
Total fund balances	<u>10,041,156</u>	<u>43</u>	<u>623,181</u>	<u>313,512</u>	<u>213,190</u>	<u>11,191,082</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 15,581,680</u>	<u>\$ 43</u>	<u>\$ 673,564</u>	<u>\$ 313,601</u>	<u>\$ 221,746</u>	<u>\$ 16,790,634</u>

CITY OF LAKELAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED September 30, 2021

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 116,024	\$ -	\$ -	\$ -	\$ -	\$ 116,024
Local taxes	324,911	-	-	-	-	324,911
Intergovernmental	118,361	-	40,046	-	-	158,407
Licenses and permits	43,505	-	-	-	-	43,505
Charges for services	26,001	-	-	62,958	219,713	308,672
Federal, state, and local grants	188,409	-	153,314	-	-	341,723
Interest income	2,063	-	-	-	-	2,063
Other	1,286	-	-	-	690	1,976
Total revenues	820,560	-	193,360	62,958	220,403	1,297,281
EXPENDITURES						
Current						
General government	527,197	-	-	-	-	527,197
Community development	141,745	-	-	-	-	141,745
Public works	124,684	-	63,468	15,418	235,266	438,836
Parks and recreation	153,453	-	-	-	-	153,453
Capital Outlay	945,515	-	62,284	492	53,833	1,062,124
Debt Service						
Principal	-	16,047	-	-	-	16,047
Interest and fiscal charges	-	176,377	-	-	-	176,377
Total expenditures	1,892,594	192,424	125,752	15,910	289,099	2,515,779
Excess of revenues over expenditures	(1,072,034)	(192,424)	67,608	47,048	(68,696)	(1,218,498)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Transfers in	700,000	192,424	-	-	-	892,424
Transfers out	(874,639)	-	-	-	-	(874,639)
Total other financing sources (uses)	(174,639)	192,424	-	-	-	17,785
Net change in fund balances	(1,246,673)	-	67,608	47,048	(68,696)	(1,200,713)
Fund balances - beginning	11,287,829	43	555,573	266,464	281,886	12,391,795
Fund balances - ending	\$ 10,041,156	\$ 43	\$ 623,181	\$ 313,512	\$ 213,190	\$ 11,191,082
	-	-	-	-	-	-

CITY OF LAKELAND, TN

SEWER FUND

STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,845,728
Receivables	
Accounts	-
Interest	1,721
Due from other governments	-
Total current assets	<u>1,847,449</u>

Capital assets:

Capital assets, not being depreciated	1,033,753
Capital assets, being depreciated - net	<u>13,450,983</u>
Total capital assets	14,484,736

Net pension asset	<u>2,817</u>
Total assets	16,335,002

DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	20,527
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	182,713
Current portion of notes payable	<u>588,000</u>
Total current liabilities	770,713

Noncurrent liabilities:

Net pension liability	-
Notes payable, net of current portion	<u>2,725,000</u>
Total liabilities	3,495,713

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>14,098</u>
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NET POSITION

Net investment in capital assets	11,171,736
Unrestricted	<u>1,673,982</u>
Total net position	<u>\$ 12,845,718</u>

CITY OF LAKELAND, TENNESSEE

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION SEPTEMBER 30, 2021

	Prior YTD 09/30/20	Current YTD 09/30/21	Plan FY 2022
Operating revenues:			
Sewer service fee	\$ 292,120	\$ 302,469	\$ 1,742,376
Service connection fees	200,000	23,100	464,680
Operating grants	-	-	-
Total operating revenues	<u>492,120</u>	<u>325,569</u>	<u>2,207,056</u>
Operating expenses:			
Personnel expenses	(72,893)	(78,857)	(491,210)
General and administrative	(98,308)	(99,866)	(422,800)
Depreciation	(128,257)	(127,500)	(510,000)
Total operating expenses	<u>(299,458)</u>	<u>(306,223)</u>	<u>(1,424,010)</u>
Operating Income (Loss)	192,662	19,346	783,046
Nonoperating revenues (expenses):			
Interest income	863	670	5,110
Interest and agent Fee expense	(8,800)	(6,571)	(160,000)
Total non-operating expenses	<u>(7,937)</u>	<u>(5,901)</u>	<u>(154,890)</u>
Change in net position	184,725	13,445	628,156
Capital Contributions	-	-	560,069
Net position - beginning of year	<u>12,316,614</u>	<u>12,832,273</u>	<u>12,832,273</u>
Net position - Sep-30	<u>\$ 12,501,339</u>	<u>\$ 12,845,718</u>	<u>\$ 14,020,498</u>

CITY OF LAKELAND, TENNESSEE
SEWER FUND
STATEMENT OF CASH FLOWS
SEPTEMBER 30, 2021

	<u>Current YTD</u> <u>09/30/21</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 461,072
Payments to suppliers/operating costs	<u>(290,248)</u>
Net cash provided by operating activities	170,824
 Cash flows from capital and related financing activities:	
Principal payments on capital debt	-
Acquisition and construction of capital assets	(195,815)
Interest paid on capital debt	<u>(6,571)</u>
Net cash used by capital and related financing activities	(202,386)
 Cash flows from investing activities:	
Interest income received	<u>670</u>
 Net increase (decrease) in cash and cash equivalents	(30,892)
 Cash and cash equivalents - beginning of year	<u>1,876,620</u>
 Cash and cash equivalents - Sep-30	<u><u>\$ 1,845,728</u></u>

CITY OF LAKELAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

GENERAL FUND

SEPTEMBER 30, 2021

	Prior YTD 09/30/20	Current YTD 09/30/21	Budget FY 2022	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 179,231	\$ 116,024	\$ 4,700,922	2.47%
Local Taxes	177,908	324,911	2,636,377	12.32%
Intergovernmental	90,901	118,361	1,470,458	8.05%
Licenses and permits	132,712	43,505	254,720	17.08%
Charges for services	52,234	26,001	334,000	7.78%
Federal, State, and Local Grants	519,790	188,409	11,980,000	1.57%
Other	4,226	3,349	24,824	13.49%
Total Revenues	<u>1,157,002</u>	<u>820,560</u>	<u>21,401,301</u>	<u>3.83%</u>
EXPENDITURES				
Current				
General government	(399,432)	(527,197)	(2,057,087)	25.63%
Community Development	(123,035)	(141,745)	(955,138)	14.84%
Public Works	(76,846)	(124,684)	(649,139)	19.21%
Parks and Recreation	(87,557)	(153,453)	(839,865)	18.27%
Capital Projects	(74,207)	(945,515)	(16,915,270)	5.59%
Total Expenditures	<u>(761,077)</u>	<u>(1,892,594)</u>	<u>(21,416,499)</u>	<u>8.84%</u>
Excess (deficiency) of revenues over (under) expenditures	395,925	(1,072,034)	(15,198)	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	-	16,420,000	
Transfers in	700,000	700,000	707,100	
Transfers out	(542,771)	(874,639)	(10,288,364)	
Total Other Financing Sources	<u>157,229</u>	<u>(174,639)</u>	<u>6,838,736</u>	
Net Change in Fund Balance	<u>\$ 553,154</u>	<u>\$ (1,246,673)</u>	<u>\$ 6,823,538</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (795,218)		
Restricted Fund Balance		22		
Assigned Fund Balance		(891,594)		
Nonspendable Fund Balance		-		
Unassigned Fund Balance		440,117		
Net Change in Fund Balance		<u>\$ (1,246,673)</u>		

CITY OF LAKELAND

DEBT SERVICE FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

SEPTEMBER 30, 2021

	YTD	09/30/21	Budget FY 2022
Revenues:			
Interest	\$	-	\$ -
Total Revenues		-	-
Expenditures:			
Principal		(16,047)	(5,980,621)
Interest		(175,085)	(1,192,380)
Dues and Fees		(1,292)	(106,400)
Total Expenditures		(192,424)	(7,279,401)
 Net excess (deficiency) of revenues over expenditures		(192,424)	(7,279,401)
 Other Financing Sources (Uses):			
Transfers In		192,424	7,279,401
Transfers Out		-	-
Total Other Financing Sources (Uses)		192,424	7,279,401
 Net Change in Fund Balance	\$	-	\$ -

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
SEPTEMBER 30, 2021

	Prior YTD 09/30/20	Current YTD 09/30/21	Budget FY 2022
REVENUES:			
State shared revenue	\$ 37,385	\$ 40,046	\$ 436,320
Local Revenue	-	-	-
Grant Revenue	-	153,314	153,314
Other revenue	-	-	-
Total revenues	<u>37,385</u>	<u>193,360</u>	<u>589,634</u>
EXPENDITURES:			
Personnel expenses	(48,148)	(40,492)	(230,895)
Public works	(17,515)	(22,976)	(3,033,363)
Capital projects	(27,300)	(62,284)	(651,997)
Total expenditures	<u>(92,963)</u>	<u>(125,752)</u>	<u>(3,916,255)</u>
Net excess (deficiency) of revenues over expenditures	(55,578)	67,608	(3,326,621)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	2,326,748
Transfers out	-	-	-
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>2,326,748</u>
Net change in fund balance	(55,578)	67,608	(999,873)
Fund balance - beginning of year	<u>294,322</u>	<u>555,573</u>	<u>294,322</u>
Fund balance - Sep 30	<u>\$ 238,744</u>	<u>\$ 623,181</u>	<u>\$ (705,551)</u>

STORM WATER FUND

STATEMENT OF REVENUES AND EXPENDITURES

SEPTEMBER 30, 2021

	Prior YTD 09/30/20	Current YTD 09/30/21	Budget FY 2022
REVENUES:			
Storm Water Fees	\$ 31,907	\$ 32,958	\$ 198,566
Other	23,400	30,000	-
Total revenues	<u>55,307</u>	<u>62,958</u>	<u>198,566</u>
EXPENDITURES:			
Personnel expenses	(8,682)	(13,619)	(46,722)
General and administrative	(3,730)	(1,799)	(27,310)
Capital	(4,609)	(492)	(150,000)
Total expenditures	<u>(17,021)</u>	<u>(15,910)</u>	<u>(224,032)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	38,286	47,048	(25,466)
Fund balance - beginning of year	<u>168,394</u>	<u>266,464</u>	<u>168,392</u>
Fund balance - Sep 30	<u><u>\$ 206,680</u></u>	<u><u>\$ 313,512</u></u>	<u><u>\$ 142,926</u></u>

SOLID WASTE FUND

STATEMENT OF REVENUES AND EXPENDITURES

SEPTEMBER 30, 2021

	Prior YTD 09/30/20	Current YTD 09/30/21	Budget FY 2022
REVENUES:			
Solid waste collection fees	\$ 211,604	\$ 219,713	\$ 1,320,444
Interest income	-	-	-
Grant revenues	116,572	-	-
Other	350	690	1,500
Total revenues	<u>328,526</u>	<u>220,403</u>	<u>1,321,944</u>
EXPENDITURES:			
Personnel expenditures	(29,022)	(36,582)	(144,231)
General and administrative	(11,696)	(10,635)	(88,700)
Contracted services	(210,902)	(188,049)	(1,055,000)
Capital	(19,716)	(53,833)	(53,833)
Total expenditures	<u>(271,336)</u>	<u>(289,099)</u>	<u>(1,341,764)</u>
Net change in fund balance	57,190	(68,696)	(19,820)
Fund balance - beginning of year	<u>547,021</u>	<u>281,886</u>	<u>281,886</u>
Fund balance - Sep 30	<u>\$ 604,211</u>	<u>\$ 213,190</u>	<u>\$ 262,066</u>

APPENDIX A – BUDGETARY TRANSFERS



**CITY OF LAKELAND
BUDGET TRANSFER
FYTD AS OF 9/30/2021**

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2021-22 Original Budget	2021-22 Budget Carry Fwd	2021-22 Budget Revisions	2021-22 Budget Transfers	2021-22 Revised Budget
110 E 41000 252 000 00000 000	GOV - Legal Services	\$ 100,000.00	\$ -	\$ -	\$ (10,000.00)	\$ 90,000.00
110 E 41000 252 000 00000 800	GOV Legal Services - COVID-19	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
110 E 41000 259 000 00000 000	GOV - Other Professional Servi	\$ 23,000.00	\$ -	\$ -	\$ 10,000.00	\$ 33,000.00
110 E 41000 290 000 00000 000	GOV - Contracted Service	\$ 105,000.00	\$ -	\$ -	\$ (10,000.00)	\$ 95,000.00
110 E 41670 148 000 00000 000	ENG - Education/Training	\$ 2,000.00	\$ -	\$ -	\$ 1,000.00	\$ 3,000.00
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	\$ 15,000.00	\$ -	\$ -	\$ (3,075.00)	\$ 11,925.00
110 E 41670 280 000 00000 000	ENG - Travel	\$ 2,500.00	\$ -	\$ -	\$ 600.00	\$ 3,100.00
110 E 41670 299 000 00000 000	ENG - Contingency	\$ 2,500.00	\$ -	\$ -	\$ (1,745.00)	\$ 755.00
110 E 41670 781 000 00000 000	ENG - Transp Plan Update	\$ -	\$ -	\$ -	\$ 3,220.00	\$ 3,220.00
110 E 43000 122 000 00000 000	PW - Temporary Employee Wages	\$ 40,000.00	\$ -	\$ -	\$ (40,000.00)	\$ -
110 E 43000 290 000 00000 000	PW - Contracted Service	\$ 10,000.00	\$ -	\$ -	\$ 40,000.00	\$ 50,000.00
110 E 43000 331 000 00000 000	PW - Gas, Oil, Diesel	\$ 10,000.00	\$ -	\$ -	\$ (1,000.00)	\$ 9,000.00
110 E 44710 122 000 00000 000	PRK -Temporary Employee Wages	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
110 E 44710 290 000 00000 000	PRK - Contracted Service	\$ 24,840.00	\$ -	\$ -	\$ (8,000.00)	\$ 16,840.00
110 E 44710 331 000 00000 000	PRK - Gas, Oil, Diesel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
0.00						

Shelby County Sheriff's Office



Crime Report

Lakeland, TN 38002

September 2021

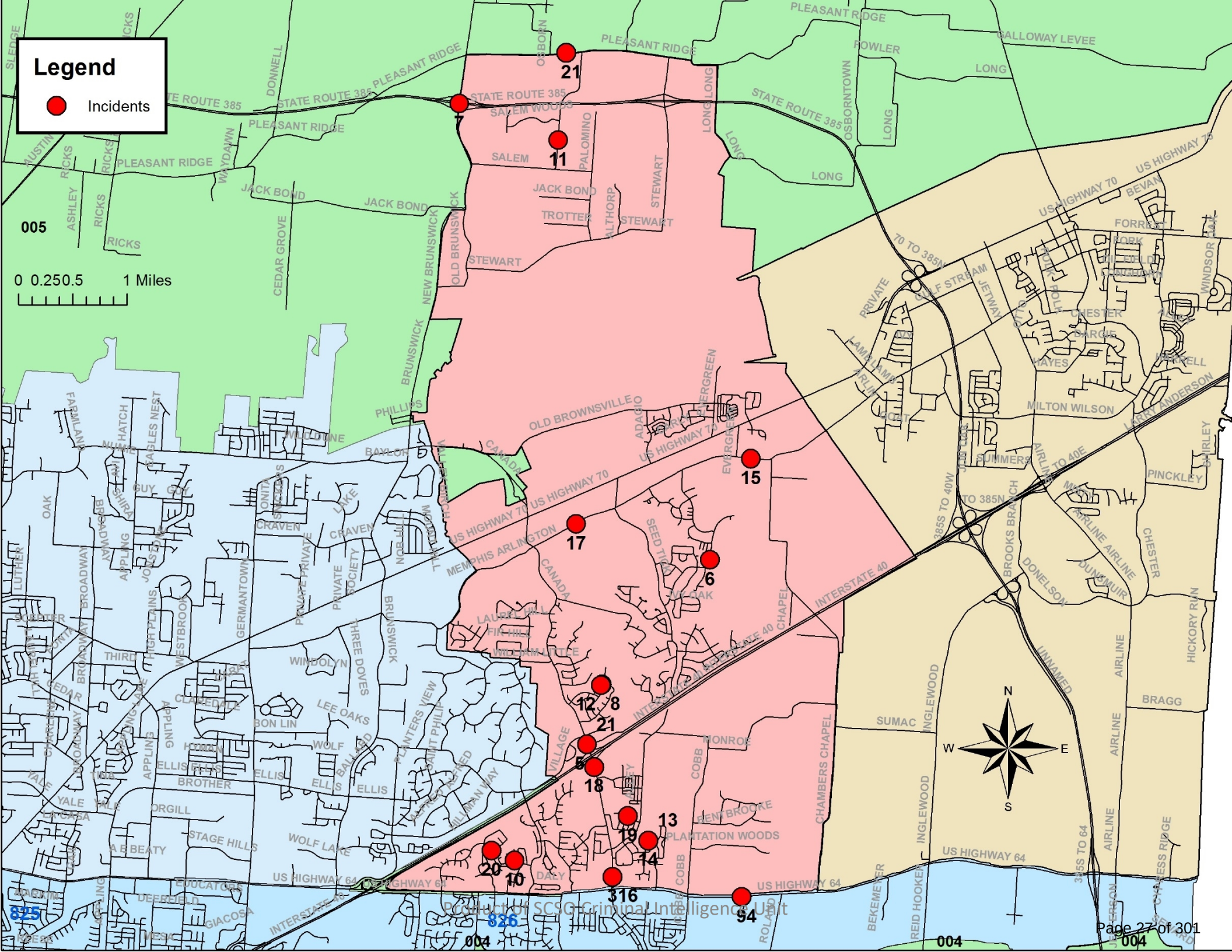
Legend



Incidents

005

0 0.250.5 1 Miles

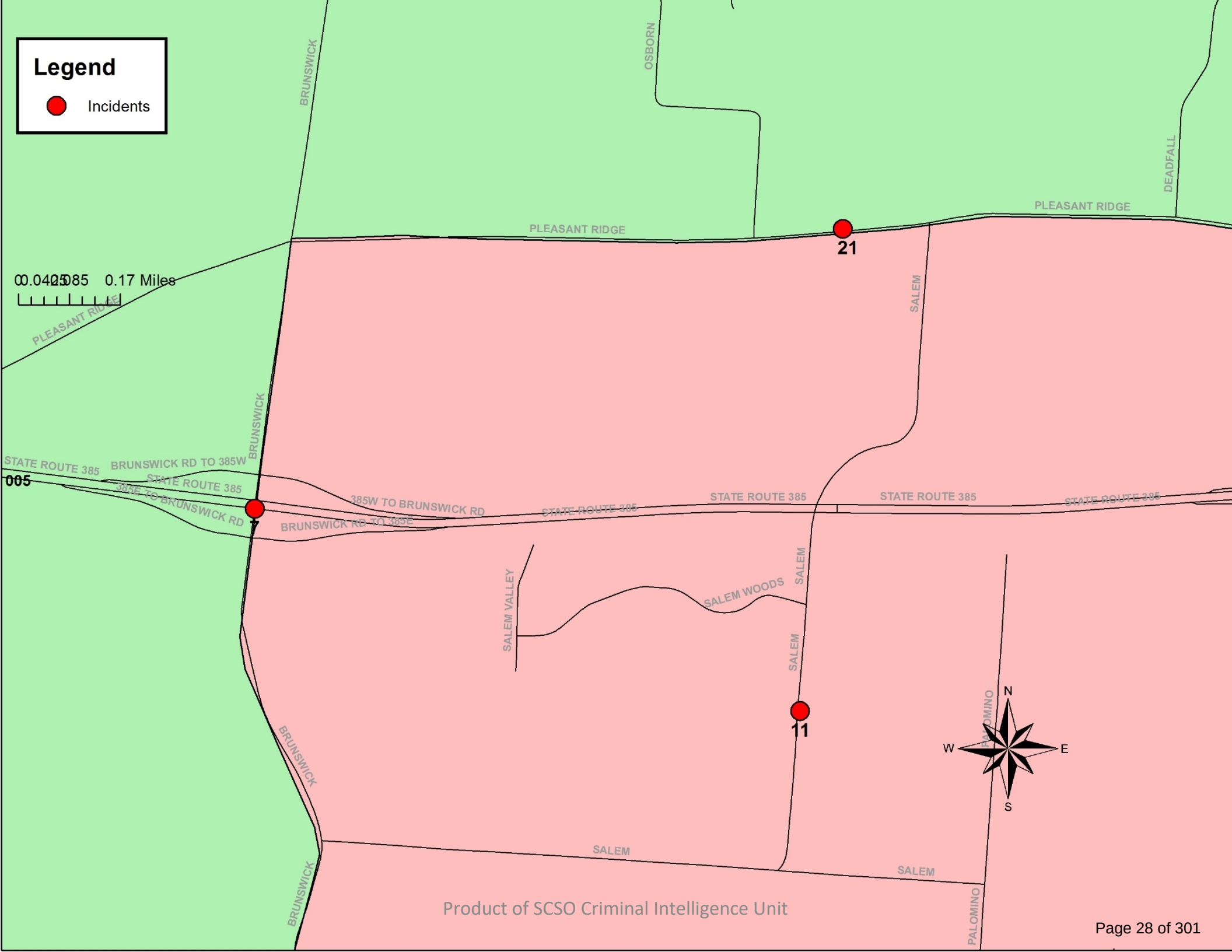
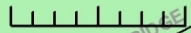


Legend



Incidents

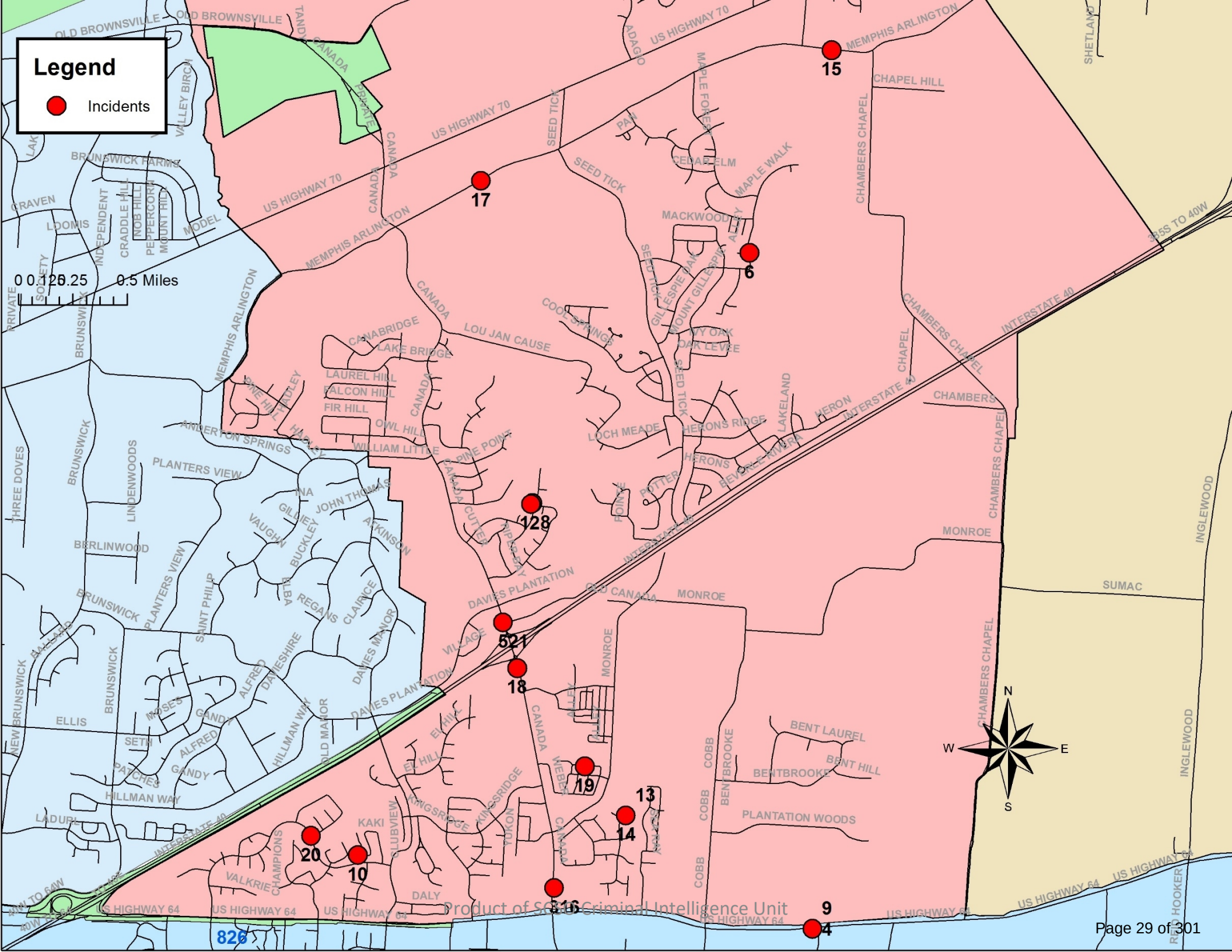
0.0405085 0.17 Miles



Legend



Incidents



Incident Table

ID #	CASE NUMBER	DEPT DESC CODE	DATE OF REPORT	METHOD OF ENTRY
1	2109000316SH	Burglary/Residential	09/06/2021 12:28:00 PM	PRIED REAR DOOR
2	2109000316SH	Theft from Motor Vehicle	09/06/2021 12:28:00 PM	PRIED REAR DOOR
3	2109000323SH	Shoplifting/Misdemeanor	09/06/2021 2:59:00 PM	LAWFUL FRONT DOOR
4	2109000324SH	Theft from Building	09/06/2021 3:06:00 PM	BROKE CEILING
5	2109000547SH	Theft from Motor Vehicle	09/11/2021 2:51:00 PM	BROKE SIDE DOOR
6	2109000532SH	Simple Assault/DV	09/11/2021 4:12:00 AM	
7	2109000630SH	Aggravated Assault	09/13/2021 9:22:00 AM	
8	2109000670SH	Simple Assault/DV	09/13/2021 9:45:00 PM	
9	2109000752SH	Theft of Vehicle Parts/Accessories	09/14/2021 4:45:00 PM	
10	2109000811SH	Threatening Phone Call	09/15/2021 5:00:00 PM	
11	2109000783SH	Intimidation/DV	09/15/2021 9:56:00 AM	
12	2109000784SH	Theft from Motor Vehicle	09/15/2021 9:59:00 AM	BROKE FRONT DOOR
13	2109000867SH	Aggravated Assault/DV	09/16/2021 4:57:00 PM	THROUGH UNLOCKED DOOR
14	2109000867SH	Other Theft/Non-Specific	09/16/2021 4:57:00 PM	THROUGH UNLOCKED DOOR FRONT DOOR
15	2109000927SH	MVT/Passenger Vehicle	09/18/2021 8:45:00 AM	THROUGH UNLOCKED DOOR FRONT DOOR
16	2109001015SH	Shoplifting/Misdemeanor	09/20/2021 3:44:00 PM	LAWFUL FRONT DOOR
17	2109001048SH	Other Larceny/Commercial Construction	09/21/2021 2:34:00 PM	
18	2109001082SH	Simple Assault/DV	09/22/2021 11:59:00 AM	
19	2109001334SH	Simple Assault/DV	09/28/2021 1:44:00 AM	
20	2109001443SH	Simple Assault/DV	09/30/2021 12:29:00 AM	
21	2109001477SH	Robbery/Individual	09/30/2021 5:24:00 PM	LAWFUL FRONT DOOR

Incident Count

Incident	Total
Simple Assault/DV	5
Theft from Motor Vehicle	3
Shoplifting/Misdemeanor	2
Aggravated Assault	1
Aggravated Assault/DV	1
Burglary/Residential	1
Intimidation/DV	1
MVT/Passenger Vehicle	1
Other Larceny/Commercial Construction	1
Other Theft/Non-Specific	1
Robbery/Individual	1
Theft from Building	1
Theft of Vehicle Parts/Accessories	1
Threatening Phone Call	1
Grand Total	21

END OF PRESENTATION



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 09, 2021, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:30 p.m. on Thursday, September 09, 2021.
- II. **INVOCATION:** The invocation was offered by Mayor Cunningham.
- III. **PLEDGE:** Mayor Cunningham led in the pledge to the flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Mike Cunningham, Vice Mayor Michele Dial, Commissioner Jim Atkinson, Commissioner Richard Gonzales, and Commissioner Wesley Wright were present.

Staff personnel in attendance were City Manager Shane Horn, City Engineer Emily Harrell, Finance Director Michael Walker, Park & Recreation Director Patrick O'Mara, City Planner Jordan McKenzie, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

1. **Ordinance - Final Reading** - amend Section 5-101 of the Lakeland City Code to provide for official depositories for city accounts.

For the record: No comments were heard.

VI. **TREASURER'S REPORT:**

1. Financial Director Michael Walker offered the Treasurer's Report for the months of June, July, and August.

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

- Sheriff's Report: Summary report for the month of August (*Given by City Manager Shane Horn*)
- City Manager's Report: City Manager Shane Horn offered a report.
- Commissioners' Report:
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Commissioner Wright offered a report on BOA / EDC / IDB activities.

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

IX. **SEWERAGE COMMISSION BUSINESS:**

X. **CONSENT AGENDA:**

1. **Approval of Meeting Minutes from Previous Meetings:**
August 05, 2021 Combined Meeting with EDC and Lakeland Chamber
2. August 12, 2021 Beer Board



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 09, 2021, 5:30 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002**

3. August 12, 2021 Regular Meeting

Commissioner Gonzales moved to approve the consent agenda as presented, seconded by Commissioner Atkinson.

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

XI. REGULAR AGENDA:

1. **Ordinance - Final Reading** - amending Section 5-101 of the Lakeland City Code to provide for official depositories for city accounts. *Sponsored by Michael Walker.*

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

When the question was called the Final Reading of the Ordinance, as presented, roll call vote, 5 in favor 0 against (5-0).

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

2. **Ordinance – First Reading** – amending Section 8-211 of the Lakeland City Code pertaining to distance requirements and measurement methodology for retail beer sales. *Sponsored by Shane Horn*

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

For the record: Comments were heard from City Attorney Will Patterson.

When the question was called the First Reading of the Ordinance, as presented, roll call vote, 5 in favor 0 against (5-0).

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

3. **Resolution** – adopting the 2021 Compensation and Classification Plan for the City of Lakeland. *Sponsored by Shane Horn*

Commissioner Wright moved to bring this item to the floor, seconded by Commissioner Gonzales.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 09, 2021, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

Discussion ensued.

After the discussion Mayor Cunningham moved to amend the resolution to reflect a 4% increase for the staff pay structure, seconded by Commissioner Wright.

Motion to amend the resolution carried, roll call vote, 5 in favor 0 against (5-0).

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

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

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

4. **Resolution** - authorizing the Mayor to sign a Proclamation recognizing September 2021 as Suicide Prevention Awareness Month in Lakeland, Tennessee. *Sponsored by Mayor Cunningham*

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

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

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

5. **Resolution** - approving the Master Plan for the Lakeland Athletic Complex and Recreation Park. *Sponsored by Pat O'Mara*

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



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 09, 2021, 5:30 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002**

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

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

XII. ANNOUNCEMENTS:

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

The meeting was adjourned at 6:19 p.m. on Thursday, September 09, 2021.

These minutes were approved on October 14, 2021.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, October 14, 2021

Subject: **Ordinance - First Reading** - amending the Fiscal Year 2021-2022 Budget, passed by Ordinance O-5-2021. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

City Staff recommends approval of Ordinance O-13-2021, amending the Fiscal Year 2022 Annual Budget. The attached Exhibit A to the Ordinance outlines the needs for the budget amendment, which broadly can be categorized into one of three categories:

1. Impact of adoption of the 2021 Compensation and Classification Plan
2. Carryover impact of projects and expenditures not completed in Fiscal Year 2021
3. Increased costs not identified in the original budget O-5-2021

BUDGET IMPACT

The Fiscal Year 2022 Annual Budget will be revised immediately upon passage at final reading.

DISCUSSION

City Staff remains open to discussion, questions, or revisions.

ORDINANCE O-13-2021

AN ORDINANCE OF THE CITY OF LAKE LAND, TENNESSEE AMENDING
THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE O-5-2021

WHEREAS, the City of Lakeland adopted the fiscal year 2021-2022 budget by passage of Ordinance O-5-2021 on June 10, 2021; and

WHEREAS, revenue, expenditure/expense, and/or other financing source and use amounts in the General Fund, State Street Aid Fund, Debt Service Fund, Sewer Fund, Storm Water Fund, and Solid Waste Fund are expected to differ from amended projections due to subsequent events and information available; and

WHEREAS, the Lakeland Board of Education has approved amendments to the General Purpose School Fund, the School Federal Projects Fund, and the School Capital Projects Fund that require Board of Commissioners approval.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE LAND, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2021-2022 BUDGET AS FOLLOWS:

SECTION 1. Ordinance O-5-2021 is hereby amended according to the attached budget amendment (Exhibit A).

SECTION 2. The Board of Commissioners authorizes the Finance and Human Resources Director to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect immediately upon final passage.

SECTION 4. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

First Reading: October 14, 2021

Public Hearing:

Final Reading:

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

2021-2022 BUDGET - CITY OF LAKE LAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD OR TRANSFERS	CURRENT BUDGET 2021-2022	PROPOSED AMENDMENTS 10/14/21	TOTAL BUDGET 2021-2022
CITY FUNDS					
General Fund					
<u>Revenue and Other Financing Sources</u>					
Property Tax	\$ 4,700,922	\$ -	\$ 4,700,922	\$ -	\$ 4,700,922
Local Taxes (including sales tax)	2,636,377	-	2,636,377	-	2,636,377
Licenses and Permits	254,720	-	254,720	-	254,720
Grants	11,980,000	-	11,980,000	754,400	12,734,400
Intergovernmental	1,470,458	-	1,470,458	-	1,470,458
Charges for Services	334,000	-	334,000	-	334,000
Other Revenue	24,824	-	24,824	-	24,824
<u>Other Financing Sources:</u>					
Loan Proceeds	16,420,000	-	16,420,000	(2,920,000)	13,500,000
Transfer from School System Fund	707,100	-	707,100	-	707,100
Total	38,528,401	-	38,528,401	(2,165,600)	36,362,801
<u>Expenditures and Other Financing Uses</u>					
General Government	(2,057,087)	-	(2,057,087)	(54,316)	(2,111,403)
Community Development	(954,388)	(3,625)	(958,013)	(43,440)	(1,001,453)
Public Works	(648,527)	(612)	(649,139)	(34,758)	(683,897)
Parks and Recreation (including Senior Center & IH)	(834,323)	(5,542)	(839,865)	(45,945)	(885,810)
Capital	(16,856,000)	(56,195)	(16,912,195)	(707,855)	(17,620,050)
<u>Other Financing Uses:</u>					
Transfer to Debt Service Fund	(7,279,401)	-	(7,279,401)	65,500	(7,213,901)
Transfer to School System Fund	(682,215)	-	(682,215)	-	(682,215)
Transfer to State Street Aid Fund	(2,326,748)	-	(2,326,748)	(601,118)	(2,927,866)
Total	(31,638,689)	(65,974)	(31,704,663)	(1,421,932)	(33,126,595)
Surplus (Deficit)	6,889,712	(65,974)	6,823,738	(3,587,532)	3,236,206
Use of (Increase to) Assigned/Committed Fund Balance	1,544,589	56,050	1,600,639	-	1,600,639
Use of (Increase to) Restricted Fund Balance	(8,100,100)	-	(8,100,100)	2,920,000	(5,180,100)
Use of (Increase to) Nonspendable Fund Balance	-	-	-	-	-
Use of Unassigned Fund Balance (Prior Year Funds)	-	9,924	-	667,532	343,255
Net Planned Sources of Funds for Future Years	\$ 334,201	\$ -	\$ 324,277	\$ -	\$ -
Ending Fund Balance:					
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	8,272,646	-	8,272,646	(2,920,000)	5,352,646
Committed	1,837,549	(56,050)	1,781,499	-	1,781,499
Assigned	-	-	-	-	-
Unassigned	8,067,345	(9,924)	8,057,421	(667,532)	7,389,889
Total Ending General Fund Balance	\$ 18,177,540	\$ (65,974)	\$ 18,111,566	\$ (3,587,532)	\$ 14,524,034
<i>Minimum Unassigned, per Policy</i>	\$ 5,380,260		\$ 5,380,260		\$ 5,531,140
<i>Excess Unassigned Fund Balance</i>	\$ 2,687,085		\$ 2,677,161		\$ 1,858,749
State Street Aid					
Revenue	\$ 589,634	\$ -	\$ 589,634	\$ -	\$ 589,634
Transfer from General Fund	2,326,748	-	2,326,748	601,118	2,927,866
Expenditures	(3,196,835)	(719,420)	(3,916,255)	(156,818)	(4,073,073)
Surplus (Deficit)	(280,453)	(719,420)	(999,873)	444,300	(555,573)
Use of Fund Balance (Prior Year Funds)	280,453	719,420	999,873	-	555,573
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service					
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	7,279,401	-	7,279,401	(65,500)	7,213,901
Expenditures	(7,279,401)	-	(7,279,401)	65,500	(7,213,901)
Surplus (Deficit)	-	-	-	-	-
Use of Fund Balance (Prior Year Funds)	-	-	-	-	-
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fund					
Operating Revenues	\$ 2,207,056	\$ -	\$ 2,207,056	\$ -	\$ 2,207,056
Operating Expenses	(1,424,010)	-	(1,424,010)	(46,541)	(1,470,551)
Non-operating Revenues	565,179	-	565,179	-	565,179
Non-operating Expenses	(160,000)	-	(160,000)	-	(160,000)
Change in Net Position	\$ 1,188,225	\$ -	\$ 1,188,225	\$ (46,541)	\$ 1,141,684

2021-2022 BUDGET - CITY OF LAKE LAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD OR TRANSFERS	CURRENT BUDGET 2021-2022	PROPOSED AMENDMENTS 10/14/21	TOTAL BUDGET 2021-2022
Storm Water					
Revenue	\$ 198,566	\$ -	\$ 198,566	\$ -	\$ 198,566
Expenditures	(224,032)	-	(224,032)	(7,585)	(231,617)
Surplus (Deficit)	(25,466)	-	(25,466)	(7,585)	(33,051)
Use of Fund Balance (Prior Year Funds)	25,466	-	25,466	7,585	33,051
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
Solid Waste					
Revenue	\$ 1,321,944	\$ -	\$ 1,321,944	\$ -	\$ 1,321,944
Expenditures	(1,287,131)	(54,633)	(1,341,764)	(7,603)	(1,349,367)
Surplus (Deficit)	34,813	(54,633)	(19,820)	(7,603)	(27,423)
Use of Fund Balance (Prior Year Funds)	-	54,633	19,820	7,603	27,423
Net Planned Sources of Funds for Future Years	\$ 34,813	\$ -	\$ -	\$ -	\$ -
LSS FUNDS					
General Purpose School Fund (School General Fund)					
Revenue	\$ 18,586,601	\$ -	\$ 18,586,601	\$ 106,685	\$ 18,693,286
Transfer from General Fund	682,215	-	682,215	-	682,215
Expenditures	(18,548,081)	-	(18,548,081)	(108,257)	(18,656,338)
Transfer to General Fund	(707,100)	-	(707,100)	-	(707,100)
Transfer to Other Funds	(1,000,000)	-	(1,000,000)	(600,000)	(1,600,000)
Surplus (Deficit)	(986,365)	-	(986,365)	(601,572)	(1,587,937)
Use of Fund Balance (Prior Year Funds)	986,365	-	986,365	601,572	1,587,937
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
School Federal Projects (Federal Grants)					
Revenue	\$ 4,438,136	\$ -	\$ 4,438,136	\$ 524,041	\$ 4,962,177
Expenditures	(4,438,136)	-	(4,438,136)	(523,788)	(4,961,924)
Surplus (Deficit)	-	-	-	253	253
Use of Fund Balance (Prior Year Funds)	-	-	-	-	-
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ 253	\$ 253
School Nutrition (Cafeteria)					
Revenue	\$ 428,000	\$ -	\$ 428,000	\$ -	\$ 428,000
Expenditures	(428,000)	-	(428,000)	-	(428,000)
Surplus (Deficit)	-	-	-	-	-
Use of Fund Balance (Prior Year Funds)	-	-	-	-	-
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
School Discretionary Grants (State Grants)					
Revenue	\$ 83,000	\$ -	\$ 83,000	\$ -	\$ 83,000
Expenditures	(83,000)	-	(83,000)	-	(83,000)
Surplus (Deficit)	-	-	-	-	-
Use of Fund Balance (Prior Year Funds)	-	-	-	-	-
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
School LEAP					
Revenue	\$ 289,800	\$ -	\$ 289,800	\$ -	\$ 289,800
Expenditures	(289,800)	-	(289,800)	-	(289,800)
Surplus (Deficit)	-	-	-	-	-
Use of Fund Balance (Prior Year Funds)	-	-	-	-	-
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
School Capital Projects (Middle School Project)					
Revenue	\$ 450,000	\$ -	\$ 450,000	\$ -	\$ 450,000
Transfer from Other Funds	1,000,000	-	1,000,000	600,000	1,600,000
Expenditures	(31,450,000)	-	(31,450,000)	(600,000)	(32,050,000)
Surplus (Deficit)	(30,000,000)	-	(30,000,000)	-	(30,000,000)
Use of Fund Balance (Prior Year Funds)	30,000,000	-	30,000,000	-	30,000,000
Net Planned Sources of Funds for Future Years	\$ -	\$ -	\$ -	\$ -	\$ -
Net Transfers (Should Net to \$0)	\$ -	\$ -	\$ -	\$ -	\$ -

* Amendment for transfer from City General Fund to LSS not yet adopted by LSS Board.

2021-2022 BUDGET - CITY OF LAKELAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD OR TRANSFERS	CURRENT BUDGET 2021-2022	PROPOSED AMENDMENTS 10/14/21	TOTAL BUDGET 2021-2022
DETAIL OF AMENDMENTS TO CITY FUNDS:					
1 Transfer of budgeted revenue for the Transportation Study project from FY21, when the project was not completed				\$ 280,000	
The Bike Ped Path project was not completed in FY21 as planned, so the remaining costs and grant dollars are included in this amendment				274,400	
All grant revenue for LPRF, Phase 1 of the Memphis-Arlington Athletic Complex, will be recognized in F22				200,000	
				<u>\$ 754,400</u>	
2 USDA has clarified that loans are no longer utilized on an advance basis, but rather close at the end of the project, using interim financing as needed until then				<u>\$ (2,920,000)</u>	
3 CityWorks contract increased by \$10k in the third year of three-year agreement, not factored into original budget				\$ 10,000	
Cost of City-provided Director cell not originally in the budget				1,500	
Insurance rates increased higher than anticipated				7,300	
Revisions due to adoption of 2021 Compensation and Classification Plan				33,966	
Revisions due to need for specific check-printing printer, with special magnetic ink required by banks				1,550	
				<u>\$ 54,316</u>	
4 Revisions due to adoption of 2021 Compensation and Classification Plan				<u>\$ 43,440</u>	
5 Revisions due to adoption of 2021 Compensation and Classification Plan				<u>\$ 34,758</u>	
6 Cost of fuel for Parks maintenance team not originally included in budget				\$ 7,000	
Cost of uniforms for employees transferred from PW to Parks not originally included in budget				850	
Revisions due to adoption of 2021 Compensation and Classification Plan				33,295	
Revisions due to CC processing fees related to parks and recreation not in original budget				4,800	
				<u>\$ 45,945</u>	
7 Revisions due to increased vehicle costs on quotes related to underlying increases in raw materials				\$ 15,000	
The Bike Ped Path project was not completed in FY21 as planned, so the remaining costs and grant dollars are included in this amendment				343,000	
Transfer of budgeted expenditure for Transportation Study from FY21, when the project was not completed				349,855	
				<u>\$ 707,855</u>	
8 See changes in debt service fund expenditures				<u>\$ (65,500)</u>	
9 Increase F22 budget to cover carryover costs from F21 to be expended in current year as well as other SSA Fund amendments				<u>\$ 601,118</u>	
10 Increase F22 budget to cover carryover costs from F21 to be expended in current year, as well as the Street Fund expenditure budget				<u>\$ 601,118</u>	
11 Revision to add traffic calming devices in The Grove				\$ 100,000	
Revisions due to adoption of 2021 Compensation and Classification Plan				26,818	
Revisions due to increased vehicle costs on quotes related to underlying increases in raw materials (two vehicles within this grouping)				30,000	
				<u>\$ 156,818</u>	
12 No USDA proceeds means no related interest on such debt				\$ (25,500)	
USDA has clarified that loans are no longer utilized on an advance basis, but rather close at the end of the project, using interim financing as needed until then - therefore closing costs on USDA New Canada Rd loan do not apply				(40,000)	
				<u>\$ (65,500)</u>	
13 Insurance rates increased higher than anticipated				\$ 9,300	
Revisions due to adoption of 2021 Compensation and Classification Plan				37,241	
				<u>\$ 46,541</u>	
14 Revisions due to adoption of 2021 Compensation and Classification Plan				<u>\$ 7,585</u>	
15 Revisions due to adoption of 2021 Compensation and Classification Plan				<u>\$ 7,603</u>	

O-13-2021 - FY 2022 Budget Amendment 1
Detailed line item amendments

Exhibit A (Continued)

Fnd T Acct	Obj Prj Loc	Prg	Description	Original Budget	Budget Carry Fwd		Proposed Revised		Reason for Amendment
					or Tsfs	Revised Budget	Amendment	Budget	
110 R 33100 000 000 00000 000			LPRF Grant Revenue	300,000.00	-	300,000.00	200,000.00	500,000.00	All grant revenue for LPRF, Phase 1 of the Memphis-Arlington Athletic Complex, will be recognized in F22
110 R 36833 000 000 00000 000			Bike Ped Path Grant	-	-	-	274,400.00	274,400.00	The Bike Ped Path project was not completed in FY21 as planned, so the remaining costs and grant dollars are included in this amendment
110 R 36835 000 000 00000 000			Grant - Transp Plan Update	-	-	-	280,000.00	280,000.00	Transfer of budget from FY21, when the project was not completed
110 R 36936 000 000 00000 000			USDA Proceeds - New Canada Rd	2,920,000.00	-	2,920,000.00	(2,920,000.00)	-	USDA has clarified that loans are no longer utilized on an advance basis, but rather close at the end of the project, using interim financing as needed until then
110 E 41000 111 000 00000 000			GOV - Salary	116,741.00	-	116,741.00	5,854.00	122,595.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41000 121 000 00000 000			GOV - Regular Employee Wages	47,400.00	-	47,400.00	1,880.00	49,280.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41000 141 000 00000 000			GOV - FICA (Employer's Share)	16,859.00	-	16,859.00	592.00	17,451.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41000 143 000 00000 000			GOV - Retirement	8,625.00	-	8,625.00	293.00	8,918.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41000 146 000 00000 000			GOV - Work Comp	1,773.00	-	1,773.00	76.00	1,849.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41000 511 000 00000 000			GOV - Insurance On Buildings	12,500.00	-	12,500.00	3,700.00	16,200.00	Insurance rates increased higher than anticipated
110 E 41000 513 000 00000 000			GOV - Liability	33,000.00	-	33,000.00	3,600.00	36,600.00	Insurance rates increased higher than anticipated
110 E 41210 121 000 00000 000			CRT - Regular Employee Wages	3,865.00	-	3,865.00	362.00	4,227.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41210 123 000 00000 000			CRT - Overtime Wages	27.00	-	27.00	3.00	30.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41210 141 000 00000 000			CRT - FICA (Employer's Share)	808.00	-	808.00	18.00	826.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41210 143 000 00000 000			CRT - Retirement	197.00	-	197.00	18.00	215.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 111 000 00000 000			FIN - Salary	88,268.00	-	88,268.00	4,438.00	92,706.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 121 000 00000 000			FIN - Regular Employee Wages	128,129.00	-	128,129.00	11,810.00	139,939.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 123 000 00000 000			FIN - Overtime Wages	897.00	-	897.00	112.00	1,009.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 141 000 00000 000			FIN - FICA (Employer's Share)	16,788.00	-	16,788.00	1,253.00	18,041.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 143 000 00000 000			FIN - Retirement	10,973.00	-	10,973.00	817.00	11,790.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41500 146 000 00000 000			FIN - Work Comp	435.00	-	435.00	32.00	467.00	Revisions due to adoption of 2021 Compensation and Classification Plan

Fnd T Acct	Obj Prj Loc	Prg	Description	Budget Carry Fwd		Proposed Revised		Reason for Amendment
				Original Budget	or Tsfs	Revised Budget	Amendment	
110 E 41670 111 000 00000 000			ENG - Salary	31,406.00	-	31,406.00	1,571.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 121 000 00000 000			ENG - Regular Employee Wages	18,400.00	-	18,400.00	3,092.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 122 000 00000 000			ENG - Temporary Employee Wages	15,297.00	-	15,297.00	958.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 141 000 00000 000			ENG - FICA (Employer's Share)	5,041.00	-	5,041.00	419.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 143 000 00000 000			ENG - Retirement	2,522.00	-	2,522.00	227.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 146 000 00000 000			ENG - Work Comp	131.00	-	131.00	11.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41670 778 000 00000 000			ENG - Canada Rd Bike Ped Path	-	-	-	343,000.00	The Bike Ped Path project was not completed in FY21 as planned, so the remaining costs and grant dollars are included in this amendment
110 E 41670 781 000 00000 000			ENG - Transp Plan Update	-	145.00	145.00	349,855.00	Transfer of budget from FY21, when the project was not completed
110 E 41672 121 000 00000 000			INS - Regular Employee Wages	94,469.00	-	94,469.00	18,803.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41672 123 000 00000 000			INS - Overtime Wages	547.00	-	547.00	679.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41672 141 000 00000 000			INS - FICA (Employer's Share)	7,359.00	-	7,359.00	1,490.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41672 143 000 00000 000			INS - Retirement	4,810.00	-	4,810.00	974.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41672 146 000 00000 000			INS - Work Comp	4,036.00	-	4,036.00	803.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41672 944 000 00000 000			INS - Capital Outlay - Vehicle	35,000.00	-	35,000.00	15,000.00	Revisions due to increased vehicle costs on quotes related to underlying increases in raw materials
110 E 41700 111 000 00000 000			PLN - Salary	61,202.00	-	61,202.00	1,198.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41700 121 000 00000 000			PLN - Regular Employee Wages	108,499.00	-	108,499.00	8,803.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41700 123 000 00000 000			PLN - Overtime Wages	3,967.00	-	3,967.00	(2,191.00)	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41700 141 000 00000 000			PLN - FICA (Employer's Share)	13,415.00	-	13,415.00	597.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41700 143 000 00000 000			PLN - Retirement	8,393.00	-	8,393.00	360.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41700 146 000 00000 000			PLN - Work Comp	342.00	-	342.00	19.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41701 111 000 00000 000			ECD - Salary	20,401.00	-	20,401.00	399.00	Revisions due to adoption of 2021 Compensation and Classification Plan

Fnd T Acct	Obj	Prj	Loc	Prg	Description	Budget Carry Fwd			Proposed Revised		Reason for Amendment
						Original Budget	or Tsfs	Revised Budget	Amendment	Budget	
110 E 41701 121 000 00000 000					ECD - Regular Employee Wages	12,024.00	-	12,024.00	2,900.00	14,924.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41701 123 000 00000 000					ECD - Overtime Wages	463.00	-	463.00	129.00	592.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41701 141 000 00000 000					ECD - FICA (Employer's Share)	2,540.00	-	2,540.00	263.00	2,803.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41701 143 000 00000 000					ECD - Retirement	1,660.00	-	1,660.00	172.00	1,832.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41701 146 000 00000 000					ECD - Work Comp	65.00	-	65.00	7.00	72.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41710 121 000 00000 000					CDE - Regular Employee Wages	38,585.00	-	38,585.00	1,538.00	40,123.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41710 123 000 00000 000					CDE - Overtime Wages	270.00	-	270.00	19.00	289.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41710 141 000 00000 000					CDE - FICA (Employer's Share)	3,002.00	-	3,002.00	119.00	3,121.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41710 143 000 00000 000					CDE - Retirement	1,962.00	-	1,962.00	78.00	2,040.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41710 146 000 00000 000					CDE - Work Comp	78.00	-	78.00	3.00	81.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 111 000 00000 000					IS - Salary	82,416.00	-	82,416.00	5,880.00	88,296.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 121 000 00000 000					IS - Regular Employee Wages	30,600.00	-	30,600.00	1,536.00	32,136.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 122 000 00000 000					IS - Temporary Employee Wages	26,780.00	-	26,780.00	(1,747.00)	25,033.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 141 000 00000 000					IS - FICA (Employer's Share)	10,801.00	-	10,801.00	435.00	11,236.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 143 000 00000 000					IS - Retirement	4,162.00	-	4,162.00	294.00	4,456.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 146 000 00000 000					IS - Work Comp	282.00	-	282.00	10.00	292.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 41711 245 000 00000 000					IS - Telephone	-	-	-	1,500.00	1,500.00	Cost of City-provided Director cell not originally in the budget
110 E 41711 255 000 00000 000					IS - Data Processing Services	135,920.00	-	135,920.00	10,000.00	145,920.00	CityWorks contract increased by \$10k in the third year of three-year agreement, not factored into original budget
110 E 41711 948 000 00000 000					IS - Computer Upgrades	17,450.00	-	17,450.00	1,550.00	19,000.00	Revisions due to need for specific check-printing printer, with special magnetic ink required by banks
110 E 43000 111 000 00000 000					PW - Salary	72,108.00	-	72,108.00	7,369.00	79,477.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 43000 121 000 00000 000					PW - Regular Employee Wages	263,651.00	-	263,651.00	21,104.00	284,755.00	Revisions due to adoption of 2021 Compensation and Classification Plan

O-13-2021 - FY 2022 Budget Amendment 1
Detailed line item amendments

Exhibit A (Continued)

Fnd T Acct	Obj Prj Loc	Prg	Description	Budget Carry Fwd		Proposed Revised		Reason for Amendment
				Original Budget	or Tsfs	Revised Budget	Amendment	
110 E 43000	123 000 00000	000	PW - Overtime Wages	2,663.00	-	2,663.00	311.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 43000	141 000 00000	000	PW - FICA (Employer's Share)	26,148.00	-	26,148.00	2,201.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 43000	143 000 00000	000	PW - Retirement	16,582.00	-	16,582.00	1,441.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 43000	146 000 00000	000	PW - Work Comp	26,637.00	-	26,637.00	2,332.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	111 000 00000	000	PRK - Salary	80,912.00	-	80,912.00	4,056.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	121 000 00000	000	PRK - Regular Employee Wages	190,887.00	-	190,887.00	25,141.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	123 000 00000	000	PRK - Overtime Wages	1,232.00	-	1,232.00	(388.00)	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	141 000 00000	000	PRK - FICA (Employer's Share)	21,095.00	-	21,095.00	2,204.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	143 000 00000	000	PRK - Retirement	13,030.00	-	13,030.00	1,359.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	146 000 00000	000	PRK - Work Comp	7,778.00	-	7,778.00	923.00	Revisions due to adoption of 2021 Compensation and Classification Plan
110 E 44710	321 000 00000	000	PRK - CC Processing Fees	-	-	-	4,800.00	Revisions due to CC processing fees related to parks and recreation not in original budget
110 E 44710	326 000 00000	000	PRK - Uniforms	300.00	-	300.00	850.00	Cost of uniforms for employees transferred from PW to Parks not originally included in budget
110 E 44710	331 000 00000	000	PRK - Gas, Oil, Diesel	-	1,000.00	1,000.00	7,000.00	Cost of fuel for Parks maintenance team not originally included in budget
110 E 51621	765 000 00000	000	Operating Trans To State Stree	2,326,748.00	-	2,326,748.00	601,118.00	Increase F22 budget to cover carryover costs from F21 to be expended in current year
110 E 51630	690 000 00000	000	Operating Transfer To Debt Ser	7,279,401.00	-	7,279,401.00	(65,500.00)	See changes in debt service fund
121 R 37950	000 000 00000	000	Transfer In from General Fund	2,326,748.00	-	2,326,748.00	601,118.00	Increase F22 budget to cover carryover costs from F21 to be expended in current year, as well as the Street Fund expenditure budget increases
121 E 43100	121 000 00000	000	STR - Regular Employee Wages	134,079.00	-	134,079.00	21,887.00	Revisions due to adoption of 2021 Compensation and Classification Plan
121 E 43100	123 000 00000	000	STR - Overtime Wages	1,355.00	-	1,355.00	278.00	Revisions due to adoption of 2021 Compensation and Classification Plan
121 E 43100	141 000 00000	000	STR - FICA (Employer's Share)	10,462.00	-	10,462.00	1,697.00	Revisions due to adoption of 2021 Compensation and Classification Plan
121 E 43100	143 000 00000	000	STR - Retirement	6,586.00	-	6,586.00	1,108.00	Revisions due to adoption of 2021 Compensation and Classification Plan
121 E 43100	146 000 00000	000	STR - Work Comp	11,317.00	-	11,317.00	1,848.00	Revisions due to adoption of 2021 Compensation and Classification Plan
121 E 43100	268 000 00000	000	STR - Repair & Maintenance Roa	2,150,000.00	700,937.66	2,850,937.66	100,000.00	Revision to add traffic calming devices in The Grove

Fnd T Acct Obj Prj Loc Prg	Description	Original Budget	Budget Carry Fwd		Amendment	Proposed Revised Budget	Reason for Amendment
			or Tsfs	Revised Budget			
121 E 43100 941 000 00000 000	STR - HEAVY EQUIPMENT	250,000.00	11,997.09	261,997.09	30,000.00	291,997.09	Revisions due to increased vehicle costs on quotes related to underlying increases in raw materials (two vehicles within this grouping)
210 R 37950 000 000 00000 000	Transfer In from General Fund	7,279,401.00	-	7,279,401.00	(65,500.00)	7,213,901.00	Due to changes below in expenditures in the debt service fund
210 E 49400 652 000 00000 000	INT - USDA New Canada Road	25,500.00	-	25,500.00	(25,500.00)	-	No USDA proceeds means no related interest on such debt
210 E 49500 652 015 00000 000	COI - USDA New Canada Road	40,000.00	-	40,000.00	(40,000.00)	-	USDA has clarified that loans are no longer utilized on an advance basis, but rather close at the end of the project, using interim financing as needed until then - therefore closing costs on USDA New Canada Rd loan do not apply
412 E 43250 111 000 00000 000	SEW - Salaries - Permanent	97,119.00	-	97,119.00	4,880.00	101,999.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 121 000 00000 000	SEW - Regular Employee	221,636.00	-	221,636.00	27,298.00	248,934.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 123 000 00000 000	SEW - Overtime Wages	2,015.00	-	2,015.00	65.00	2,080.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 141 000 00000 000	SEW - FICA (Employer's Share)	24,783.00	-	24,783.00	2,465.00	27,248.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 143 000 00000 000	SEW - Retirement	14,691.00	-	14,691.00	1,307.00	15,998.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 146 000 00000 000	SEW - Workmen's	11,988.00	-	11,988.00	1,226.00	13,214.00	Revisions due to adoption of 2021 Compensation and Classification Plan
412 E 43250 511 000 00000 000	SEW - Insurance On Buildings	34,000.00	-	34,000.00	9,300.00	43,300.00	Insurance rates increased higher than anticipated
416 E 46000 121 000 00000 000	STW - Regular Employee Wages	31,490.00	-	31,490.00	6,268.00	37,758.00	Revisions due to adoption of 2021 Compensation and Classification Plan
416 E 46000 123 000 00000 000	STW - Overtime Wages	183.00	-	183.00	226.00	409.00	Revisions due to adoption of 2021 Compensation and Classification Plan
416 E 46000 141 000 00000 000	STW - FICA (Employer's Share)	2,453.00	-	2,453.00	497.00	2,950.00	Revisions due to adoption of 2021 Compensation and Classification Plan
416 E 46000 143 000 00000 000	STW - Retirement	1,603.00	-	1,603.00	326.00	1,929.00	Revisions due to adoption of 2021 Compensation and Classification Plan
416 E 46000 146 000 00000 000	STW - Work Comp	1,345.00	-	1,345.00	268.00	1,613.00	Revisions due to adoption of 2021 Compensation and Classification Plan
424 E 43260 111 000 00000 000	SDW -Salaries	30,482.00	-	30,482.00	1,525.00	32,007.00	Revisions due to adoption of 2021 Compensation and Classification Plan
424 E 43260 121 000 00000 000	SDW - Regular Employee Wages	73,526.00	-	73,526.00	5,418.00	78,944.00	Revisions due to adoption of 2021 Compensation and Classification Plan
424 E 43260 123 000 00000 000	SDW - Overtime Wages	1,548.00	-	1,548.00	(291.00)	1,257.00	Revisions due to adoption of 2021 Compensation and Classification Plan
424 E 43260 141 000 00000 000	SDW - FICA (Employer's Share)	8,154.00	-	8,154.00	509.00	8,663.00	Revisions due to adoption of 2021 Compensation and Classification Plan

Budget Carry Fwd										Proposed Revised	
Fnd T Acct	Obj	Prj	Loc	Prg	Description	Original Budget	or Tsfs	Revised Budget	Amendment	Budget	Reason for Amendment
424 E 43260 143 000 00000 000					SDW - Retirement	5,329.00	-	5,329.00	334.00	5,663.00	Revisions due to adoption of 2021 Compensation and Classification Plan
424 E 43260 146 000 00000 000					SDW - Work Comp	2,551.00	-	2,551.00	108.00	2,659.00	Revisions due to adoption of 2021 Compensation and Classification Plan



Board of Commissioners

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - in opposition to the consideration of a Consolidated Government in Shelby County. *Sponsored by Mayor Cunningham*

Staff Contact: Shane Horn, City Manager

STAFF RECOMMENDATION

To approve passage of Resolution R-79-2021, a resolution opposing Consolidated Government in Shelby County and the formation of a metropolitan government.

BUDGET IMPACT

DISCUSSION

In November 1953, the state constitution was amended to allow for local government consolidation and the formation of a metropolitan government. From that date to the present there have been only three successful efforts to merge. In Shelby County, there have been three attempts to consolidate city and county governments, all of which were defeated by the voters.

Recently, there have been publicized reports of discussion among members of the Shelby County Commission and Memphis City Council about the formation of a Charter Commission. The role of the Charter Commission would be to prepare a new city/county charter with consolidated governmental services. The Charter Commission's goal would be to have the new charter complete and in front of voters in the form of a referendum on November 8, 2022.

RESOLUTION R-79-2021

A RESOLUTION IN OPPOSITION TO THE CONSIDERATION OF A CONSOLIDATED GOVERNMENT IN SHELBY COUNTY AND THE FORMATION OF A METROPOLITAN GOVERNMENT

- WHEREAS,** the process by which the consolidation of local governments can occur is identified in the Tennessee Code Annotated; and
- WHEREAS,** since the enactment of the relevant statutes in 1953, only three counties in the state of Tennessee have merged their local governments; and
- WHEREAS,** consolidation has been attempted three times in Memphis and Shelby County and has been defeated each time by the voters; and
- WHEREAS,** proponents of consolidation advance the consolidation of governmental services as a means of distributing the cost of large city governments over a broader tax base; and
- WHEREAS,** the City of Lakeland rejects this position and supports the current governmental structure as a way of enhancing citizen options in terms of levels taxation and municipal services provided; and
- WHEREAS,** the proponents of consolidation have stated that consolidation of Memphis and Shelby County governments will improve the City's economic growth specifically in attracting new business and creating new jobs; and
- WHEREAS,** these observations are anecdotal justifications for the assumed impacts of consolidated governments because of the lack of any empirical studies to support such a statement; and
- WHEREAS,** proponents of consolidation have stated that consolidation of Memphis and Shelby County government will be more efficient and create greater economies of scale; and
- WHEREAS,** Lakeland rejects this contention based on studies indicating that as jurisdictional size increases, bureaucrats and politicians become more removed from daily contact with residents, resulting in a "out-of-touch" dynamic removing any incentive to reduce cost or stop increased spending; and
- WHEREAS,** Lakeland does support efficiencies in the delivery of local government services in the most cost effective manner through:
- More intergovernmental agreements between local governments that assist all municipalities as we face numerous challenges in managing budgets and delivering services required by the federal or state government or demanded by our constituents.
 - Competition with the private sector for the delivery of municipal services

- Regional cooperation and agreements to foster and enhance county-wide economic development; and

WHEREAS, the formation of a metropolitan government within Shelby County would be a detriment to these principles of local government of efficiency and effectiveness and could result in a higher tax burden for residents currently residing in Shelby County.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, on behalf of its residents, formally announces its opposition to the consolidation of governmental services in Shelby County and the formation of a metropolitan government. The Board of Commissioners takes this position based upon its desire to protect the interests of Lakeland as a governmental body and as a viable community for its residents now and in the future.

PASSED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

Michele Dial, *Vice-Mayor*

Richard Gonzales, *Commissioner*

ATTEST:

Jim Atkinson, *Commissioner*

Debra Murrell
City Recorder

Wesley Wright, *Commissioner*

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution-** to approve a contract with Spectra Tech, LLC for the FY22 Scotts Creek Sanitary Sewer Manhole Rehabilitation Project. *Sponsored by Alejandra Arriaga*

Staff Contact: Alejandra Arriaga, Staff Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a contract with Spectra Tech, LLC for the FY22 Scotts Creek Sanitary Sewer Manhole Rehabilitation Project in the amount of One Hundred Twenty-Four Thousand and Eight Hundred Dollars (\$124,800). Furthermore, it is recommended that a construction contingency be established in the amount of Twenty Five Thousand and Two Hundred Dollars (\$25,200) for a total project cost of One Hundred and Fifty Thousand Dollars (\$150,000).

BUDGET IMPACT

The FY22 Scotts Creek Sanitary Sewer Manhole Rehabilitation Project was publicly bid on October 05, 2021. Bids received were as follows:

CONTRACTOR	BASE BID
Spectra Tech, LLC	\$124,800

The project will be funded with monies budgeted in FY22 Sewer Fund- Improvements Other Than Building.

DISCUSSION

This project consists of rehabilitating thirty-seven (37) sanitary sewer manholes on the Scotts Creek sewer interceptor. The Scotts Creek interceptor was installed in 1997. Currently, the sewer manholes on the interceptor are showing signs of deterioration and are in need of rehabilitation. The manholes will be lined with Spectrashield, a modified polymer liner that rehabilitates sewer manholes that are damaged by the effects of hydrogen sulfide.

A RESOLUTION APPROVING A CONTRACT WITH SPECTRA TECH, LLC FOR THE
FISCAL YEAR 2022 SCOTTS CREEK SANITARY SEWER MANHOLE
REHABILITATION PROJECT

WHEREAS, the City desires to rehabilitate sanitary sewer manholes on the Scotts Creek sanitary sewer interceptor; and,

WHEREAS, Spectra Tech, LLC was the lowest qualified bidder on October 05, 2021 for the Fiscal Year 2022 Scotts Creek Sanitary Sewer Manhole Rehabilitation project; and,

WHEREAS, Spectra Tech, LLC is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, Funding for this work will be appropriated from FY22- Sewer Fund – Improvements Other than Building.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized and directed to execute, and the City Recorder to attest, an agreement with Spectra Tech ,LLC, for the Fiscal Year 2022 Scotts Creek Sanitary Sewer Manhole Rehabilitation project in the amount of One Hundred Twenty-Four Thousand and Eight Hundred Dollars (\$124,800).

BE IT FURTHER RESOLVED: That the Board of Commissioners authorize an additional Twenty Five Thousand and Two Hundred Dollars (\$25,200) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices 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 One Hundred and Fifty Thousand Dollar (\$150,000).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - adopting a revised City of Lakeland Employee Handbook.
Sponsored by Michael Walker

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

City Staff recommends the adoption of a revised Employee Handbook, the draft of which accompanies Resolution R-81-2021. As noted in the presentation of the Compensation and Classification study to the Board in September, the City has needed improvements to implement specifically surrounding vacation and other employee benefits. Moreover, the current Employee Handbook was last revised in 2014. This revised Employee Handbook, which in effect is a replacement rather than a revision, updates the policies to be more competitive for employee recruitment and retention, as well as brings the City up to date with best practice employee relations policies.

BUDGET IMPACT

The policy changes contained within the updated Employee Handbook would result in an anticipated increase of \$10,000 - \$15,000 in payroll costs, \$3,000 to \$4,000 in group life insurance premiums, and \$43,000 in retirement health savings contributions, annually. Upon adoption, a budget amendment would be submitted for fiscal year 2022.

DISCUSSION

City Staff remains open to discussion and feedback.

RESOLUTION R-81-2021

ADOPTING A REVISED CITY OF LAKELAND
EMPLOYEE HANDBOOK

WHEREAS, the City of Lakeland's current employee handbook was last updated in 2014; and,

WHEREAS, the compensation and classification study recently completed by Burris, Thompson, and Associates presented to the Board of Commissioners identified needed improvements in employee benefits, and,

WHEREAS, the City of Lakeland Board of Commissioners desires to maintain the highest level of documented employment relations policies and procedures, including a robust benefits program for City staff:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE:

SECTION 1: that the Employee Handbook drafted and attached hereto, be adopted and implemented in practice effective November 1, 2021, and,

SECTION 2: that the Board of Commissioners authorizes the City Manager to approve documentation and compliance elements of the Employee Handbook resulting from review by the City Attorney and the Municipal Technical Advisory Service of the University of Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 14th day of October 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CITY OF
LAKE LAND
TENNESSEE



EMPLOYEE HANDBOOK

WELCOME

Welcome to the City of Lakeland, Tennessee (the City)! We are excited to have you join our team and hope that you will enjoy a long a successful career with us. As you become familiar with our culture and mission, we hope you take advantage of opportunities to enhance your career and help to further the City's goals.

You are joining a City that values our people and takes pride in serving our citizens. Our employees use their creativity and talent to provide new solutions, meet demands, and offer the most effective and efficient service possible. With your active involvement, creativity, and support as part of our valued team, the City will continue to achieve its goals. We really hope you will take pride in being an important part of the City's ongoing success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor, functional Director, or the City Manager. You may also contact the Human Resources (HR) department at any time.

Throughout this Employee Handbook, "the City," "we," and "our," etc. refer to the City of Lakeland. "You" and "your" throughout refer to the individual employee to whom this Handbook is addressed.

Welcome again, and let's get grow together!

OUR MISSION

The mission of the City of Lakeland is to proactively create and maintain a high quality of life for all of its citizens and to continually evolve as a city where people and businesses prefer to reside or visit. Quality of life involves one's perceived satisfaction resulting from many diverse factors including health, family, education, employment, wealth, religious provision, social interaction, environmental surroundings, safety, and respect. In Lakeland, quality is a way of life.

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EMPLOYEE HANDBOOK

EMPLOYMENT AT WILL

Employment at Will

Your employment at the City of Lakeland (the City) is on an at-will basis, which means that either you or the City may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this Employee Handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to you is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. Additionally, no City representative is authorized to modify this policy for any employee or to enter into any agreement, written or oral, that changes the at-will relationship.

Any wage figures provided to you in annual, monthly, bi-weekly, or hourly terms are stated for the sake of convenience or to

facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms and/or conditions of employment. You have the right to engage in or refrain from such activities.

POLICY POST-IT

Either you or the City can end your employment at any time, for any reason, with or without notice.

You can still freely discuss your pay and terms of employment with others if you choose – it is up to you!

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Equal Opportunity

The City of Lakeland provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

The City will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by

POLICY POST-IT

We do not discriminate in hiring, placement, promotion, termination, compensation, or other conditions of employment – if you think harassment or discrimination is happening, report it!

applicable law, unless doing so would impose an undue hardship upon our operations.

If you have questions or concerns about equal employment opportunities in the workplace you are encouraged to bring these issues to the attention of the HR Director or City Manager. We will not allow any form of retaliation against you if you raise issues of equal employment opportunity. If you feel

you have been subjected to any such retaliation, bring it to the attention of the HR Director or City Manager.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Equal Opportunity (continued)

- (3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

We are committed to the fair and equal employment of individuals with disabilities under the ADA. It is the City's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the City. We prohibit any harassment or discriminatory treatment of employees based on a disability or because an employee has requested a reasonable accommodation.

POLICY POST-IT

If you have a disability under the ADA, we will work with you to provide a reasonable accommodation that does not impose an undue hardship on the City.

If you or another employee is discriminated against or harassed because of a disability, report it!

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. If you are an employee with a disability, you may request an accommodation from the HR Director and/or City Manager and engage in an informal process to clarify what you need and to identify possible accommodations. If requested, you are responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning your medical condition or history will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is our policy to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. The City of Lakeland prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. You should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation you have experienced or witnessed.

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Commitment to Diversity

We are committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the City and are valued for their skills, experience, and unique perspectives. This commitment is embodied in our policy and the way we do business at the City of Lakeland.

Immigration Law

You can only work for the City of Lakeland if you are authorized to work in the United States of America. As a condition of employment, you must complete an Employment Eligibility Verification Form (I-9) and provide us with documentation that establishes your identity and eligibility for employment, in accordance with federal law. The City of Lakeland participates in the e-verify program. The I-9 and verification process must occur within your first three (3) days of employment with the City.

Genetic Information Nondiscrimination

We comply with the Genetic Information Nondiscrimination Act of 2008 (GINA), and will not use genetic information in making decisions related to any terms, conditions, or privileges of employment. We do not discriminate or harass on the basis of genetic information and there is no retaliation if you file a charge of discrimination, participate in a discrimination proceeding, or

otherwise oppose discrimination on the basis of genetic information. Unless provided by law, the City will not request, require, or purchase genetic information, or disclose genetic information about applicants or employees.

Harassment and Complaint Procedure

The City prohibits intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. We will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Harassment and Complaint Procedure (continued)

Definition of “unlawful harassment.” “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of “sexual harassment.” While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances,

requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

POLICY POST-IT

Many things are considered harassment, so when in doubt – **be nice!**

If you see harassment taking place, you have a duty to report it – we want the City of Lakeland to be a great place to work for everyone.

We also make sure there is no retaliation for reporting harassment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including severity of the conduct and its

the
pervasiveness:

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Harassment and Complaint Procedure (continued)

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

You should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate our policy.

Bullying. In addition to unlawful harassment and sexual harassment, we also do not tolerate unprofessional conduct that can reasonably be perceived as "bullying." Bullying is deliberately aggressive behavior intended to influence or intimidate another person or to cause that person physical or psychological harm. Bullying can include:

- Sabotaging another's work efforts;

- Encouraging others to "gang up on" or otherwise ostracize a person;
- Name calling; and
- Rumor spreading.

Complaint procedure. If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct (such as bullying), you are requested and encouraged to make a complaint. You may file a complaint directly to your immediate supervisor or functional Director, the HR Director, the City Manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. Supervisors are required to notify the City Manager immediately of any reported complaints under this policy.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint will be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy has occurred, we will take immediate and appropriate corrective action, including discipline, up to and including immediate termination.

EMPLOYEE HANDBOOK

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Harassment and Complaint Procedure (continued)

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

Conflicts of Interest

The City expects you to conduct yourself and all City business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. We recognize and respect your right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the City.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. Our policy on Ethics is part of the *Financial Policies and Procedures Manual*, which can be found online at:

<https://www.lakelandtn.gov/229/Ethics-and-Anti-Fraud-Program>

If a situation arises in which there is a potential conflict of interest, you should discuss this with a supervisor, functional Director, or the City Manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Simultaneous employment by a company that is a supplier to the City;

POLICY POST-IT

You cannot receive a personal benefit (other than your regular pay and benefits) based on your employment with the City and the City's business.

You should never accept business gifts as a City employee, unless it's a small token like a pen, coaster, or similar value.

Keep City information confidential. Some records are open to public inspection, but there is a formal process for that – when in doubt, ask the City Manager about what you can disclose.

- Carrying on City business with a firm in which you or your close relative has a substantial ownership interest;
- Holding a substantial interest in, or participating in the management of, an entity that is a City supplier;
- Borrowing money from contractors, developers, citizens, etc. (other than recognized loan institutions) that does business with the City;
- Speculating or dealing in materials, equipment, supplies, services, or property purchased by the City;

EMPLOYEE HANDBOOK

CONFLICTS OF INTEREST AND CONFIDENTIALITY

Conflicts of Interest (continued)

- Participating in civic or professional organization activities in a manner that divulges confidential City information;
- Misusing privileged information or revealing confidential data to outsiders, other than as required by law; and
- Using your position with the City for personal gains.

Business Gifts and Gratuities

We expect you to conduct your associations with other organizations and individuals in a manner that demonstrates the highest degree of personal integrity.

You, nor any member of your immediate family, should not directly or indirectly give, solicit, or accept any cash, gifts, special accommodations, favors, entertainment, loans, or use of property or facilities to or from anyone with whom you conduct business on behalf of the City. This includes gifts on holidays or special occasions. Be sure that you have read the entire Ethics section in the *Financial Policies and Procedures Manual* noted previously.

You should contact the City Manager immediately if you have been offered or have received a gift, gratuity, or anything of monetary value in a circumstance in which return to the donor would be impractical or impossible. The City Manager may request that you provide specific details, in writing, related to

the matter, and the City Manager will make a final determination on how to resolve the matter.

This policy does not eliminate ethical and generally accepted business practices, such as giving or receiving token items of nominal value, or meals associated with legitimate business activities. Examples of these items include:

- unsolicited advertising or promotional materials (such as pens, notepads, calendars); and
- meals associated with legitimate job-related training programs offered by professional associations, companies, or suppliers.

When in doubt, seek direction from the City Manager. The ultimate guideline is whether the considered item or activity will influence you or a member of your immediate family on business decisions.

Contributions of City Property and Services

You may not use or authorize the use of City time, facilities, equipment, or supplies for anyone or any group or entity other than the City of Lakeland. This includes a prohibition against their use for private gain or advantage, or essentially for any purpose not authorized by a legitimate contract or lease approved in accordance with the City's financial policies and procedures.

EMPLOYEE HANDBOOK

CONFLICTS OF INTEREST AND CONFIDENTIALITY

Confidential Information

Information and records related to the City's business (including information about contractors, suppliers, employees, citizens, and other constituents) should be considered confidential, unless otherwise provided by federal, state, or local laws (such as the Freedom of Information Act and the Tennessee Public Records Act).

You may not disclose the contents of City records or other information obtained in the performance of your job, except as required for business purposes. Additionally, no information related to the City, including documents, notes, files, records, computer data, or similar materials, may be removed from our premises without permission from the City Manager, except in the normal course of performing duties on behalf of the organization. As City property, it also should remain intact at the time of termination.

Examples of records and other information that are considered to be confidential include:

- Personal information from employees' personnel files, such as home addresses, telephone numbers, and Social Security numbers;
- Employee information related to counseling, discipline, or other performance-related issues;
- An employee's medical information (the City complies with the Health Insurance Portability and Accountability Act [HIPAA] and other applicable laws);

- Information related to administrative hearings or litigation;
- Private correspondence of City or elected officials;
- Information which may affect vendors' bids or prices;
- Trade secrets or research information obtained from organizations;
- Information concerning the City's finances, operations, or other business affairs;
- Commercial, financial, or similar information related to organizations that conduct business with the City; and
- Taxpayer information.

Confidential information should only be transmitted or forwarded to a person(s) who has a legitimate business need to know. You must not disclose any information, verbally or in writing, to any person (internally or externally) or organization without appropriate authorization, regardless of whether the disclosure is purposeful or inadvertent. If you are uncertain about the confidential nature of specific information you must ask your supervisor or the City Manager for clarification prior to making a decision to release that information.

If you improperly use or disclose confidential business information, you will be subject to disciplinary action up to and including termination of employment. This includes knowingly or unknowingly revealing information of a confidential nature, regardless of whether you received any benefit from the disclosed information.

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Employee Privacy

It is our goal to respect the individual privacy of our employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, you may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the City and our employees:

- searches of personal belongings,
- searches of work areas,
- searches of private vehicles on City-owned premises,
- medical examinations, and the like.

Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

You are expected to make use of City-owned facilities only for the business purposes of the City. Accordingly, materials that appear on City hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the City at any time without notice to the employees. You do not have to have any expectation of privacy with respect to any material on City property. We regularly monitor our

POLICY POST-IT

The City has the right to review or inspect anything in or on our physical or digital property.

If you do not want something personal to be inspected by the City, leave it at home.

communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. If you make excessive use of the communications system for personal matters, you may be subject to discipline. You are expected to keep personal communication to a minimum and to emergency situations.

Video surveillance. As part of our security measures and to help ensure a safe workplace, the City has positioned video cameras to monitor various areas of our facilities. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc. Video surveillance and/or recordings will not include an audio component.

Privacy – Social Security Numbers

Policy and Procedure Regarding Use and Disclosure of Social Security Numbers

Purpose. This policy and procedure explains the City of Lakeland's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of.

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Privacy – Social Security Numbers (continued)

Policy. It is our policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

Procedure. Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, your Social Security numbers may be requested for tax reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the City's employee benefit plans.

Retention and access to Social Security numbers. All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Unauthorized use/disclosure of Social Security numbers. Any employee who obtains, uses, or discloses Social Security

numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including termination of employment. We will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

POLICY POST-IT

The City takes every precaution to protect your SSN, and only uses it when necessary or required.

When you are hired, you will be classified as exempt or nonexempt, full- or part-time, and regular or temporary. The benefits we offer depend on the classification.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the City of Lakeland classifies our employees as shown below. We may review or change employee classifications at any time.

The first classification is exempt or nonexempt status:

Exempt. Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Employment Classification (continued)

Employees are further classified as:

Regular, full time. Employees who are not in a temporary status and work a regular full-time schedule of 40 hours weekly (with a minimum of 30 hours weekly to maintain benefits eligibility) and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, full-time employees may also be classified as **Introductory Period Employees**. Introductory period full-time employees are evaluated for performance up to six months from the date of hire to determine whether further employment with the City is appropriate. These employees are eligible for all legally required benefits, such as workers' compensation and Social Security, and may be eligible for other benefits offered by the City subject to the term, conditions, and limitations of each benefits program.

Regular, part time. Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly and who

maintain continuous employment status. Part-time employees are eligible for legally-mandated benefits such as workers' compensation and Social Security and are eligible for some of the benefits offered by the City subject to the terms, conditions, and limitations of each benefits program.

Temporary, full time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the City's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, part time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Workweek and Hours of Work

The standard workweek for timekeeping purposes is from Monday 12:00am until Sunday 11:59pm and generally consists of 40 work hours. Office hours are 8:00am to 4:30pm, with a 30-minute lunch break.

POLICY POST-IT

City Hall is open Monday – Friday, 8:00am to 4:30pm, but your supervisor may set a different schedule for you.

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EMPLOYMENT RELATIONSHIP

Workweek and Hours of Work (continued)

Your individual work schedule may vary depending on the needs of each department or function and will be set by your supervisor or functional Director.

Meal and Rest Breaks

You are entitled to a 30-minute unpaid meal break each day. Any nonexempt employee who is required to work through a meal break will be paid for the 30-minute period. You are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or functional Director. We also provide reasonable break times and private locations for new mothers to express breast milk. We will attempt to provide lactation breaks concurrent with your other scheduled break times.

Time Records

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. We use time clocks to check in and check out each day, and our ERP

system, Skyward, to keep up with time records. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, you and your supervisor must sign the time sheet, in either hard copy or electronically, attesting to its correctness before forwarding it to the HR department.

POLICY POST-IT

You get 30 minutes for lunch when you work all day, and a 15 minute break for every 4 hours you work.

If you are a nonexempt employee, your time sheet is critical. It should be complete and accurate each week.

When you work more than 40 hours in a single workweek, you can take overtime pay or comp time off at one and one-half times your rate or hours worked.

Overtime

When required due to the City's needs, you may be asked to work overtime. Overtime is **actual hours worked** in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, vacation, sick leave, bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by your supervisor.

EMPLOYEE HANDBOOK

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Comp Time

If you work overtime and are eligible for overtime pay, you can choose to receive compensatory (comp) time off (paid time off) instead of receiving overtime pay. Comp time is accrued at the same rate as overtime pay, or one and one-half times the amount of overtime hours. However, you can only bank up to 40 hours of comp time, so any overtime you work if you are at the maximum amount of comp time will be paid to you on your paycheck.

Deductions from Pay/Safe Harbor

The City does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). If you are classified as exempt from the overtime pay requirements of the FLSA, we will notify you of this classification at the time of hire or change in position.

POLICY POST-IT

We only take amounts out of your paycheck that are appropriate and legal, or that you authorize.

If you have questions about your deductions, ask HR.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for 1 or more full days for personal reasons other than sickness or disability;
- Absence from work for 1 or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions; and
- Any full workweek in which the employee does not perform any work.

If you are a nonexempt employee, during the week you begin work for the City or during the last week of your employment, you will only be paid for actual hours worked. In addition, you may be paid only for hours worked during a period when you are using unpaid leave.

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Deductions from Pay/Safe Harbor (continued)

Improper deductions. If you are classified as exempt and you believe that an improper deduction has been taken from your pay, you should immediately report the deduction to the HR Director. The report will be promptly investigated, and if it is found that an improper deduction has been made, we will reimburse you for the improper deduction.

Paychecks

Our pay period for all employees is biweekly on Thursday, for all work performed for the two weeks ended the previous Sunday. If payday falls on a holiday (or any day City Hall is closed), you will receive your paycheck on the last workday before the holiday. Paychecks are directly deposited into your checking and/or savings accounts.

Access to Personnel Files

Employee files are maintained by the HR department and are considered confidential. Functional Directors and supervisors may only have access to personnel file information on a need-to-know basis.

The employee files we maintain contains employment information such as job descriptions, job applications, hiring documents, employment eligibility information, performance evaluations, and salary and contact information. These files are in a combination of hard copy and electronic formats and are kept secure.

You may inspect your own personnel files and may copy them but may not remove documents from your file. Inspections must be requested in writing to the HR Director and will be scheduled at a mutually convenient time or as required under state law. Personnel files are to be reviewed in the HR department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

POLICY POST-IT

Paychecks are directly deposited to your account every other Thursday.

If you need to access your personnel file, submit a written request to HR.

Your family members can also work for the City under certain circumstances, so long as you are not in a supervisory work relationship with one another.

City Manager approval is required for the release of your employee information, whether you are a current or former employee, to outside entities and is limited to employment dates and positions held.

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Employment of Relatives

Relatives and domestic partners may be hired by the City if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents (including stepparents and in-laws), grandchildren, or grandparents.

A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

If you marry another employee or become involved in a domestic partnership with them, you will be permitted to continue employment with the City provided neither of you work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above.

If you and another employee marry or live together and do work in a direct supervisory relationship with each other, we will attempt to reassign one of you to another position for which you are qualified if such a position is available. If no such position is available, you and the other employee will be permitted to determine which one of you will resign from the City.

Right to Contact Elected Officials

In accordance with the Public Employee Political Freedom Act of 1980, *Tennessee Code Annotated* (T.C.A.) Sections 8-50-601-604, the City will not discipline, threaten to discipline, or otherwise discriminate against you for exercising your right to communicate with elected public officials for job-related purposes. However, you may be corrected or reprimanded in the event that you make untrue allegations in discussions or written communications concerning job-related matters with elected officials.

Separation from Employment

Your employment with the City is on an at-will basis and can be ended by you or us at any time, for any reason, with or without notice. However, separation from employment generally come about in one of the following ways:

- Resignation - you voluntarily decide to leave employment with the City
- Discharge - the City decides to terminate your employment
- Layoff or Downsizing - the City decides to end your employment due to reorganization or a permanent lack of work
- Retirement - you voluntarily decide to retire based on your age, length of service, and/or other criteria for retirement

EMPLOYEE HANDBOOK

EMPLOYMENT RELATIONSHIP

Separation from Employment (continued)

If you wish to voluntarily resign, we ask that you provide a written notice to your supervisor at least 10 working days (two weeks) in advance of the last day of work. The 10 days should be actual working days. If you provide the requested amount of notice you will be considered to have resigned in good standing and generally will be eligible for rehire.

If you are absent for three consecutive days and have not contacted your supervisor or been authorized for time off, the City will consider you to have resigned. Also, if you do not return to work on the date or time approved after a leave of absence, and you have not received authorization to extend the leave time, the City will consider you to have resigned.

If you are discharged, we will notify you in writing. This will include our reasons for discharge and the effective date of your termination of employment with the City.

Should it become necessary to reduce the number of employees or work hours, this will be done at the discretion of the City.

In most cases, HR or the City Manager will conduct an exit meeting on or before your last day of employment to collect all company property and to discuss final pay. Upon separation of employment, at the next regularly scheduled payday (or sooner if required by law), you will be paid for remaining unpaid time

worked and any accrued and vested benefits (such as unused PTO). If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to your home address.

Severance Pay

If you are a regular full-time employee of the City of Lakeland and are displaced due to organizational changes or other business circumstances, you will be eligible to receive short-term severance pay. Severance pay will be calculated based on your years of service. In most circumstances, one week of severance pay will be awarded for each year of service, with a maximum of eight (8) weeks. The severance payments will be calculated using your salary at the time of separation from employment.

Any severance payments that are granted will require advance review and approval by the City Manager, who will then report any severance payments that the next regularly scheduled Board of Commissioners meeting.

We keep discretion to adjust requirements for eligibility as well as the amount and length of any severance payments. Factors, such as changing business conditions, may be taken into consideration in making these determinations.

Drug-Free and Alcohol-Free Workplace

It is our policy to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the City.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including medical marijuana) while on City premises or while performing services for the City is strictly prohibited. The City also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, we prohibit off-premises abuse of alcohol and controlled substances (including medical marijuana), as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the City's reputation in the community.

Our policy complies with the federal Drug-Free Workplace Act of 1988 which ensures you the right to work in an alcohol-and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Part 382: Controlled substances and alcohol use and testing); Federal Highway Administration (FHWA) rules which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Department of Transportation (DOT) rules which include procedures for urine drug testing and breath alcohol

POLICY POST-IT

Our goal is to have a drug- and alcohol-free workplace for everyone!

If you operate machinery for the City or drive a City vehicle, chances are that you might be required to submit to drug and alcohol testing from time to time to ensure we are all being as safe as possible.

All potential employees undergo pre-employment drug screening.

testing; the Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries; and the Tennessee Drug Free Workplace Program (Tennessee Code Annotated [T.C.A.] Title 50, Chapter 9). The types of tests that may be required of you include pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up.

Drug-Free and Alcohol-Free Workplace (continued)

We prohibit the use of illegal or prohibited drugs by employees and impairment in the workplace due to drugs and/or alcohol. Engaging in this prohibited and/or illegal conduct may result in discipline up to and including termination.

Prohibited and/or illegal conduct includes, but is not limited to, the following:

- Being on duty or performing work in or on City property while under the influence of illegal drugs, controlled substances, or alcohol (while having greater than 0.02% blood-alcohol concentration)
- Engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time and of alcohol while on duty or while in or on City property
- Refusing or failing a drug or alcohol test administered under this policy
- Providing an adulterated, altered, or substituted specimen for testing
- Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on call for duty
- Use of alcohol, illegal drugs, or controlled substances within eight hours following an accident (incident) if your involvement has not been discounted as a contributing factor in the accident

We do not prohibit the appropriate use of legally prescribed or over-the-counter medications as long as such use does not impair your ability to perform assigned duties effectively and in a safe manner. You should advise your supervisor at the beginning of your scheduled work period or prior to performing

duties if the use of medications may affect your job performance.

CONSENT FORM

Before a drug and/or alcohol test is administered, you will be asked to sign a consent form authorizing the test and permitting release of test results to the laboratory, Medical Review Officer (MRO), and City Manager or his/her designee.

COMPLIANCE

Compliance with this substance abuse policy is a condition of employment. The failure or refusal to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or termination. The submission of a urine sample that is not your own or is adulterated will be grounds for refusal to hire or termination.

DRUG TESTING

You must carry and present a current and recent photo ID to appropriate personnel at the time of testing. Failure to present a photo ID is equivalent to refusing to take the test.

A. Types of Drug Tests

Applicants and/or employees may be required to submit to drug testing under six conditions as follows:

1. Preemployment: Preemployment testing is required by the City for all prospective employees who receive a conditional offer of employment.

Drug-Free and Alcohol-Free Workplace (continued)

2. Transfer: You will be required to submit to a drug and/or alcohol screening test if you transfer to a safety-sensitive position. "Safety-sensitive" positions include positions requiring a CDL, positions involving the operation of heavy equipment, wastewater plant operators, and any position operating a City vehicle.

3. Reasonable suspicion: Upon reasonable suspicion that you may be under the influence of alcohol or drugs that could affect or have adversely affected your job performance. A supervisor who has received drug detection training that complies with DOT regulations must make the decision to test and must have observed the suspected employee's behavior. This supervisor will document their specific reasons and observations in writing to the City Manager within 24 hours of the decision to test under reasonable suspicion. Urine collection for reasonable suspicion testing will be monitored or observed by same-sex collection personnel. If you are subjected to drug testing based on reasonable suspicion, you will be temporarily removed from your job duties pending an investigation and will be placed on paid administrative leave until the results of the drug tests are received by the City. You will be transported to the testing site by your supervisor, and after the test is complete your supervisor will transport you home. If you are required to submit to drug testing based on reasonable suspicion, you are not allowed to drive or operate any City vehicles or equipment until released to do so by the City Manager.

4. Post-accident (post-incident): If you are involved in a workplace accident or incident, as determined by a supervisor, you may be required to take a drug test. A supervisor will determine if the matter resulted in significant property or vehicle damage of \$1,000 or more, environmental damage, or significant personal injury including (but not limited to) a fatality or injury requiring medical treatment (OSHA reportable). If any of these applies, and/or if you received a citation for a moving violation related to the accident, this policy applies.

Post-accident (post-incident) testing will be carried out within 32 hours following the accident (incident, unless waived by a medical doctor). Urine collection for post-accident (post-incident) testing will be monitored or observed by the same-gender collection personnel at the established collection site(s). If testing is not completed within 32 hours of the determination of its necessity, attempts to administer such test will be abandoned and the reasons why the test was not administered will be documented. Copies of this documentation will be supplied to the City Manager and maintained in your employment records.

In instances where post-accident (post-incident) testing is to be performed, the City reserves the right to instruct the designated laboratory to perform testing on submitted urine specimens for possible illegal/illegitimate substances.

Any testing for additional substances listed under the Tennessee Drug-Free Workplace Program will be performed at the urinary cutoff level that is normally used for those specific substances by the laboratory selected.

Post-Accident (Post-Incident) Testing if You are Ambulatory - unless a functional Director says otherwise, you will be taken by a supervisor or another designated City employee to a urine specimen collection site within 32 hours following the accident. You may not consume drugs prior to completing the testing procedures. You may not delay your appearance at the collection site for testing. Any unreasonable delay will be interpreted as a refusal to cooperate with this policy and subject to disciplinary action.

Post-Accident (Post-Incident) Testing if You are Injured - if you are seriously injured, non-ambulatory, and/or under professional medical care following an accident or incident outlined above, you will consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens.

Drug-Free and Alcohol-Free Workplace (continued)

Consent also will be given for the attending medical personnel and/or medical facility, including hospitals, to release to the City appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and at what levels) were found in your system. This consent is given by each employee as a condition of employment.

5. Random: You are only subject to random alcohol and drug testing if you hold a safety-sensitive position. Again, "safety-sensitive" positions include positions requiring a CDL, positions involving the operation of heavy equipment, wastewater plant operators, and any position operating a City vehicle. We annually test at least 50 percent of drivers possessing or obtaining a CDL.

When the City performs random drug testing, at least 15 minutes (but no more than 2 hours) notice will be given to you that the specimen collection will occur. Random testing is just that - random. You may be tested more than once a year, and you might not be tested at all. If you are selected for random testing but are unavailable due to PTO or other reasons, you may be required to submit to testing upon your return to work.

6. Return-to-Duty and Follow-Up: You must submit to a return-to-duty test if you have violated the prohibited drug conduct standards and are subsequently allowed to return to work. These tests will be unannounced, and you will be required to submit to at least six (6) tests in the first year (12 months) after your return to duty. The City Manager may determine that follow-up testing is required for up to 60 months following your return to duty.

If you have had a positive test result but remain eligible for employment, you will not be returned to duty until the following conditions are met:

- The Employee Assistance Program (EAP) has referred you to a Substance Abuse Professional (SAP) for evaluation
- You have complied with and completed the recommended rehabilitation plan
- The SAP has released you to return to performing duties as a CDL holder

If you have a CDL and you are returning to duty after any leave or assignment away from the City for more than six months, you will also be required to submit to follow-up testing.

B. Prohibited Drugs

All drug test results will be reported to the MRO. Once verified by the MRO, they will be reported to the City Manager or designee. We routinely test for the following drugs:

- Amphetamines
- Cannabinoids
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Alcohol, including any alcoholic beverage or liquid medication containing ethyl alcohol (ethanol)

C. Drug Testing Collection Procedures

Testing will be done as non-intrusively as possible. Except in cases of a random test, if you are to be tested you will be taken by a supervisor to a drug test collection facility selected by the City, where a urine sample will be taken from you in privacy. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. You will be asked to complete a chain-of-custody form to accompany the sample to a laboratory selected by us to perform the analysis on collected urine samples.

Drug-Free and Alcohol-Free Workplace (continued)

D. Drug Testing Laboratory Standards and Procedures

All collected urine samples will be sent to a laboratory that is certified and monitored by the federal Department of Health and Human Services (HHS).

In the event of an accident (incident) occurring after regular work hours, the supervisor or designated personnel will take you to the testing site on the next regularly scheduled business day (but not more than 32 hours later) where proper collection procedures will be administered (see Post-Accident/Post-Incident Testing above).

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, you have 72 hours to request sending the split specimen to another HHS certified laboratory for analysis. You will be required to pay for your split specimen test(s).

For your protection, the results of the analysis will be confidential except for the testing laboratory. If the MRO evaluates a positive test result, you and the City Manager will be notified by the MRO.

E. Reporting and Reviewing

We will designate an MRO to receive, report, and file testing information transmitted by the laboratory. The designated MRO will be a licensed physician with knowledge of substance abuse disorders.

The laboratory will report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures we adopt.

Reports from the laboratory to the MRO will be in writing. The MRO may talk with you by telephone upon exchange of acceptable identification.

The testing laboratory, collection site personnel, and MRO will maintain security over all the testing data and limit access to such information to you and the City Manager or her/his designee.

Drug test results will not be disclosed by the City, the laboratory, or the MRO to any other person except under written authorization from you, unless such results are necessary in the process of resolution of accident/incident investigations, requested by court order, or required to be released to parties having a legitimate right to know (such as the Tennessee Department of Labor, Tennessee Department of Transportation), as determined by the City Attorney.

ALCOHOL TESTING

You must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test.

A. Types of Alcohol Tests

You may be required to submit to alcohol testing under four separate conditions as listed below.

1. Post-accident (post-incident): If you are involved in a workplace accident or incident, as determined by a supervisor, you may be required to take a drug test. A supervisor will determine if the matter resulted in significant property or vehicle damage of \$1,000 or more, environmental damage, or significant personal injury including (but not limited to) a fatality or injury requiring medical treatment (OSHA reportable). If any of these applies, and/or if you received a citation for a moving violation related to the accident, this policy applies.

Drug-Free and Alcohol-Free Workplace (continued)

Post-accident (post-incident) alcohol testing will be carried out within two (2) hours following the .. accident/incident, unless waived by a medical doctor.

Post-Accident (Post-Incident) Testing if You are Ambulatory - unless a functional Director says otherwise, you will be taken by a supervisor or another designated City employee to a designated breath alcohol test site for a breath alcohol test within two (2) hours following the accident/incident. In the event of an accident/incident occurring after regular work hours, you will be taken to the testing site within two (2) hours. You may not consume alcohol prior to completing the post-accident/incident testing procedures.

You may not delay your appearance at the designated collection site for post-accident/incident testing. Any unreasonable delay in appearing for alcohol testing will be considered a refusal to cooperate with our policy and will result in discipline up to and including termination of employment.

Post-Accident (Post-Incident) Testing if You are Injured - if you are seriously injured, non-ambulatory, and/or under professional medical care following an accident or incident outlined above, you will consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent also will be given for the attending medical personnel and/or medical facility, including hospitals, to release to the MRO appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and at what levels) were found in your system. This consent is given by each employee as a condition of employment.

Post-accident/incident breath alcohol testing may be impossible if you are unconscious, seriously injured, or hospitalized. If this is the case, certified or licensed attending medical personnel will take and have

analyzed appropriate specimens to determine if alcohol was present in your system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident/incident testing within two (2) hours must be fully documented by the attending medical personnel.

2. Reasonable suspicion: You may be required to submit to an alcohol test if there is reasonable suspicion to believe that you are using or are under the influence of alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that you are using or have used alcohol. This belief should be based on recent, physical, behavioral, or performance indicators of possible alcohol use. Matters and circumstances that may be considered in determining reasonable suspicion include 1) information concerning a prohibited activity; 2) the reliability of the information; 3) the degree of corroboration; 4) other contributing factors; 5) abnormal or erratic behavior; 6) information concerning your recent alcohol use provided by reliable and credible sources; 7) direction observation of your drug or alcohol use prior to the time of an accident/incident and/or situation; 8) presence of observable symptoms consistent with drug or alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or reflexes. One supervisor who has received alcohol detection training that complies DOT regulations must make the decision to test and must observe your suspicious behavior.

It must be a City supervisor who determines to subject you to alcohol testing based on reasonable suspicion, and they will document their specific reason and observations in writing to the City Manager within eight (8) hours of the decision to test, and before the results of the tests are received.

If you are subject to testing based on reasonable suspicion, you will be temporarily removed from your job duties pending an investigation and will be placed on paid administrative leave until the results of the alcohol tests are received. You will be driven to the testing site by the supervisor for testing.

Drug-Free and Alcohol-Free Workplace (continued)

You will not be allowed to drive to or from the testing site. After testing is completed, you will be escorted from the testing facility to your home by the supervisor. If you are required to submit to alcohol testing due to reasonable suspicion, you will not be allowed to drive City vehicles until you have been released to do so by the MRO and City Manager.

3. Random: You are only subject to random alcohol testing if you hold a safety sensitive position. Safety sensitive positions include positions requiring a CDL, public works equipment operators, water/wastewater plant operators, and anyone who regularly drives a City vehicle. We annually perform random alcohol testing for at least ten (10) percent of the total employees in safety sensitive positions (including but not limited to drivers possessing or obtaining a CDL).

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between when we notify you that you have been selected for random alcohol testing and the actual presentation for testing.

Random test dates will be unannounced and will occur with unpredictable frequency. You may be tested more than once each year while others may not be tested at all, depending on the random selection.

If you have been selected for random testing and are unavailable (due to PTO, etc.) to be tested on the date of testing, you will be tested upon your return to work.

4. Return to duty and follow up: You must submit to a return-to-duty test if you have violated the prohibited alcohol conduct standards and are subsequently allowed to return to work. These tests will be unannounced, and you will be required to submit to at least six (6) tests in the first year (12 months) after your return to duty. The City Manager may determine that

follow-up testing is required for up to sixty (60) months following your return to duty.

If you have had a positive test result but remain eligible for employment, you will not be returned to duty until the following conditions are met:

- The Employee Assistance Program (EAP) has referred you to a Substance Abuse Professional (SAP) for evaluation
- You have complied with and completed the recommended rehabilitation plan
- The SAP has released you to return to performing duties as a CDL holder

You will be required to pay for your return to duty and follow-tests. You may not report for work while having greater than 0.02% blood alcohol concentration.

If you have a CDL and you are returning to duty after any leave or assignment away from the City for more than six months, you will also be required to submit to follow-up testing.

B. Alcohol Testing Procedures

All breath alcohol testing conducted for the City will be performed by a certified laboratory authorized to conduct testing under this program. Alcohol testing is to be performed by a qualified technician as follows:

Step One: An initial breath alcohol test will be performed using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02% breath alcohol level (BAL), the test will be considered negative. If the result is greater or equal to 0.04% BAL, the result will be recorded and witness, and the test will proceed to Step Two.

Drug-Free and Alcohol-Free Workplace (continued)

Step Two: Fifteen (15) minutes will be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered, the breath alcohol technician will ensure that the evidential breath testing device register 0.00 on an air blank. If the recording is greater than 0.00, the breath alcohol technician (BAT) will conduct one more air blank. If the reading is greater than 0.00, testing will not proceed using that instrument. However, testing may proceed on another instrument. Then Step One will be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device. The breath alcohol level detected in Step Two will be recorded and witnessed.

If the lower of the BAL measurements in Step One and Step Two is 0.04% or greater, you will be considered to have failed the breath alcohol test. Failure of the breath alcohol test may result in disciplinary action, up to and including termination of employment.

Any result that is between 0.02% BAL and 0.04% BAL will result in your removal from duty without pay for a minimum of 24 hours. In this situation, you must be retested by breath analysis and found to have a BAL of less than 0.02% before returning to duty with the City.

All breath alcohol test results will be recorded by the technician and will be witnessed by you and by a supervisor of the City, when possible. The completed breath alcohol test form will be submitted to the City Manager.

CONSEQUENCES OF A CONFIRMED AND/OR VERIFIED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT

Job applicants will be denied employment with the City if their initial pre-employment test results have been confirmed and verified to be positive.

If your (as a current employee) positive drug and alcohol test result has been confirmed, you are subject to immediate removal from any safety sensitive function and may be subject to disciplinary action up to and including termination. The City will consider various factors in determining appropriate action, such as your work history, your length of employment, your current job performance, and any prior disciplinary actions. Yet we reserve the right to allow you to participate in an educational and/or treatment program approved by our EAP as an alternative to or in addition to other disciplinary action, short of termination of employment. If this program is offered and you accept it, you must satisfactorily participate in and complete the program as a condition of continued employment.

No disciplinary action may be taken pursuant to this drug policy against you if you voluntarily identify yourself as a drug user, obtain counseling and rehabilitation through the City's EAP or other program, and thereafter refrain from violating our policy on drug and alcohol abuse. However, voluntary identification will not prohibit disciplinary action for violation of City policies, nor will it relieve you of any requirement for return to duty testing.

Refusing to submit to an alcohol or controlled substances test means that you 1) fail to provide adequate breath for testing without a valid medical explanation after you have received notice of the requirement for breath testing in accordance with policy, 2) fail to provide adequate urine for controlled substances testing without a valid medical explanation after you have received notice of the requirement for urine testing in accordance with this policy, or 3) engage in conduct that clearly obstructs the testing process. In any of these cases, the physician or BAT will provide a written statement to us indicating your refusal to test.

Smoke-Free Workplace

Smoking is not allowed in City buildings, in City vehicles, while operating City equipment, or in any other work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Our smoke-free workplace policy also extends to visitors to City property, and you are expected to inform any visitors of our policy as needs require. Workplace smoking restrictions also apply when you are attending City-sponsored off-site conferences or meetings.

Smoking is only permitted during break times in designated outdoor areas. When using these areas, you are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

The City is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage you from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats,

threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any written, verbal, or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

POLICY POST-IT

As with most places, we only allow smoking, vaping, or other uses of tobacco products in designated outdoor areas.

If you ever feel threatened, speak to the City manager immediately.

Weapons are not allowed on City property, including in cars in the parking lot.

In case of emergency, always dial 9-1-1!

All City of Lakeland employees bear the responsibility of keeping our work environment free from violence or potential violence. If you witness or if you are the recipient of violent behavior, you should promptly inform your supervisor, manager, or the HR department. All threats will be promptly investigated. You will not be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Workplace Violence Prevention (continued)

We expressly prohibit the possession of weapons on our property at all times, including our parking lots or City vehicles. Additionally, while on duty, you may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on City property. In addition, we may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all City property and other items that are in violation of our rules and policies.

If you see, witness, or suspect an immediate threat to any employee, citizen, or coworker you should remove yourself as soon as feasible and notify your supervisor or the City Manager immediately to obtain on-site assistance.

You should contact the City Manager if you have secured a restraining order against a person. Additionally, if you have

workplace safety concerns related to domestic violence, you are expected to contact the City Manager.

Commitment to Safety

You have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. You are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

Any workplace injury, accident, or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident.

Emergency Closings

We will always make every attempt to be open for business. In situations in which you are concerned about your safety, the City Manager may advise supervisors to notify their departments that the office is not officially closed, but you may choose to leave the office if you feel uncomfortable. The City Manager or your functional Director will determine whether you should work from home or use paid time off in such situations.

Emergency Closings (continued)

If the City Manager determines that City Hall should be closed due to an emergency that occurs during nonworking hours, every attempt will be made to notify you as soon as feasible of that decision.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take vacation time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Depending on your position with the City, you may be required to work on a day when the City is officially closed and if so, you will be paid your regular rate of pay.

POLICY POST-IT

If City facilities are closed, we will try to let you know as soon as possible. If we are open for business but you have a valid concern, you may use vacation leave.

Keep up with visitors to City Hall and limit them to genuine business needs.

Visitors

In order to protect the safety and security of all employees, City property and facilities, and to reduce potential distraction and disruptions from occurring, we have the following policy with respect to visitors:

- Visitors will sign in and out at the reception desk
- You will accompany your visitors through the time that they are onsite
- Your visitors will not be allowed to solicit employees or distribute literature while on the premises
- You will be expected to explain any relevant safety procedures to visitors

This policy applies to anyone who is not an active employee, including employees on leave, former employees, suppliers, and vendors.

Friends and family should not visit you at work. If you have any doubt as to whether a person can visit, contact your supervisor, HR, or the City Manager.

Attendance

You are expected to arrive on time, ready to work, every day you are scheduled to work.

If unable to arrive at work on time, or if you will be absent for an entire day, you must contact your supervisor as soon as possible. Voicemail, text, and e-mail messages are not acceptable except in certain emergency circumstances, or if your supervisor has approved these as acceptable communication methods. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval also may result in discipline up to and including termination. If you fail to report to work or call in to inform your supervisor of your absence for three (3) consecutive days or more, you will be considered to have voluntarily resigned employment.

Job Performance

Communication with your supervisor and management is very important. Discussions about your job performance are ongoing

and often informal. You should initiate a conversation with your supervisor if you feel additional feedback is needed.

Generally, we conduct formal performance reviews of all employees on an annual basis. These reviews include a written performance appraisal and a discussion between you and your supervisor about your performance and expectations for the coming year. You will be asked to sign your written performance evaluation; however, this is not a signature of agreement with the results of the evaluation, simply an acknowledgment that a discussion and evaluation was provided to you.

Outside Employment

You are generally permitted to work a second job as long as it does not interfere with your job performance or create a conflict of interest with the City of Lakeland. However, you must obtain prior approval from the City Manager before undertaking any outside employment or other work activity.

Even when you have a second job, you are expected to work your assigned schedule with the City.

POLICY POST-IT

You should show up each day on time, ready to work – if you cannot, talk to your supervisor **BEFORE** the shift starts!

We evaluate your performance all the time, and formally document it at least annually.

You can hold a second job so long as you notify the City Manager, and it does not conflict with your duties with the City.

Outside Employment (continued)

A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. In addition, if you have accepted outside employment, you may not regularly use paid time off to work on the outside job. However, if you are on a leave of absence with the City you may continue to work in the outside job if this employment has been approved by the City Manager under this policy and your reason for leave does not preclude the outside employment.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or you may be subject to disciplinary action up to and including termination.

Dress and Grooming

We provide a casual yet professional work environment. While the dress code is often more business casual than business professional, you are expected to project a professional image to our citizens, visitors, boards, and coworkers. You are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

In general, the following are not acceptable:

- Clothing with offensive or derogatory words, pictures, symbols, slogans, etc.

POLICY POST-IT

Always remember that while at work, you are not promoting and representing your own style, but the image of the City of Lakeland. Dress accordingly and use common sense. If you have questions about what is acceptable, ask your supervisor, HR, or the City Manager.

- Transparent or revealing clothing (including form-fitting or too tight clothing, or exposed midriff or back)
- Clothing that promotes the use and/or abuse of drugs and/or alcohol
- Shorts, leggings, work out attire, etc.
- Excessively dirty, tattered, or torn clothing

Depending on your assignment, you may be required to meet special dress and grooming requirements, such as wearing uniforms or safety equipment/clothing. If you have questions or complaints as to the appropriateness of anyone's attire, please ask the HR department. Ultimately, decisions about attire are made by the City Manager.

Social Media Acceptable Use

The City encourages you to share information with coworkers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public, and therefore, we have established the following guidelines for your participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, TikTok, Parler, and Snapchat, among others.

Off-duty use of social media. You may maintain personal websites or weblogs on your own time using your own facilities and equipment. You must ensure that social media activity does not interfere with your work. In general, we consider social media activities to be personal endeavors, and you may use them to express your thoughts or promote your ideas. In addition, you may not post on a personal blog or webpage or

participate on a social networking platform for personal purposes during work time or at any time with the City’s equipment or property.

On-duty use of social media. You may engage in social media activity during work time provided it is directly related to your

work and approved by your supervisor and does not identify or reference constituents, citizens, or vendors without express permission. We monitor your use of City computers and the Internet, including blogging and social networking activity.

Respect. Demonstrate respect for the reputation of the City, its Board of Commissioners, its citizens, its vendors, and its employees. A social media site is a public place, and you should avoid inappropriate comments.

For example, you should not divulge City confidential information such as tax records,

citizen or permit lists, or information restricted from disclosure by law on social media sites. Similarly, you should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments or engage in other behavior that violates the company’s policies.

POLICY POST-IT

When it comes to social media, personal information is just that – personal. However, if you disclose or identify with the City of Lakeland online, certain standards of conduct apply.

Always use the same level of respect and confidentiality online that you would in your day-to-day job with the City.

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Social Media Acceptable Use (continued)

Post disclaimers. If you identify yourself as a City of Lakeland employee or discuss matters related to the City on a social media site, you must include a disclaimer on the front page stating that it does not express the views of the City and that you are expressing only personal views—for example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City or the City’s business. You must keep in mind that if you post information on a social media site that is in violation of City policy and/or federal, state, or local law, the disclaimer will not shield you from disciplinary action.

Confidentiality. Do not identify or reference other employees, citizens, or vendors without express permission. You may write about your job in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the City’s business belong to the City. Do not post them on a social media site without the City Manager’s permission.

Legal. You are expected to comply with all applicable laws, including, but not limited to, Federal Trade Commission (FTC) guidelines and copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. You have the right to engage in or refrain from such activities.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

You may submit to HR notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions; postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. HR approves, posts, and takes down all notices. All notices posted will be removed after 2 weeks unless otherwise stipulated. We reserve the right to refuse permission to post or to take down any announcement.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. You have the right to engage in or refrain from such activities.

Solicitation

You should be able to work in an environment that is free from unnecessary annoyances and interference with your work. In

order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after a shift.

You are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which include all

office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on City-owned property at any time.

POLICY POST-IT

Do not post anything on the bulletin boards without checking with HR first.

Do not solicit other employees at work - we know you are proud of your daughter in Girl Scouts, but do not try to sell her cookies during working hours or in working areas – break rooms, the parking lot, etc. are fine before or after work, or on break.

EMPLOYEE HANDBOOK

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Solicitation (continued)

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. You have the right to engage in or refrain from such activities.

Computers, Internet, E-Mail, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voicemail, scanner, Internet, intranet, e-mail, text messaging, portable electronic devices, or any other City-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

You should not have any expectation of privacy in your use of City computer, phone, portable electronic devices, or other communication tools. All communications made using City-

provided equipment or services, including e-mail and Internet activity, are subject to inspection by the City. You should keep in mind that even if you delete an e-mail, a voicemail, or another communication, a copy may be archived on the City's systems.

Your use of City-provided communication systems, including personal e-mail and Internet use, that is not job-related has the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the Internet (including your use of City Wi-Fi on a personal device) is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the City's systems, as well as the reputation of

the City of Lakeland. To protect against possible problems, delete any e-mail messages before opening that are received from unknown senders and advertisers. It also is against our policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on City computers. Violations of this policy may result in termination for a first offense.

POLICY POST-IT

In Tennessee, governments are required to maintain transparency of public records. Anything transmitted using our equipment or over our networks is subject to City inspection and may become City property, subject to public inspection. Be cautious with what you write, access, and browse and keep this in mind – you represent the City of Lakeland!

EMPLOYEE HANDBOOK

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Computers, Internet, E-Mail, and Other Resources (continued)

The company encourages you to use e-mail only to communicate with fellow employees, suppliers, citizens, customers, business partners, other governmental agencies, or potential members of these groups regarding City business. Internal and external e-mails are considered public records and may be subject to inspection under the Tennessee Public Records Act. Be aware of this possibility when sending e-mails within and outside the company.

All use of City-provided communications systems, including e-mail and Internet use, should conform to our guidelines and policies, including but not limited to our policies on Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, you should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, you should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voicemail, and Internet communication equipment are provided for City business purposes and are critical to the City's success, your communications may be accessed without further notice by IT

department administrators, the HR department, or the City Manager to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

You should pay particular care to the use and security of portable electronic devices when used for business-related purposes, such as laptops, tablets, smartphones, and other data storage media, whether provided by us or you. Lost or stolen portable electronic devices containing City information may cause breaches of security that result in the loss of confidential data, the loss of vital research data, the unauthorized disclosure of sensitive employee data, lawsuits against the individual, and lawsuits against the City. You should use appropriate password protections for such devices and physically secure them as recommended by the City's Network Administrator.

Office telephones are for business purposes. While we recognize that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

EMPLOYEE HANDBOOK

WORKPLACE GUIDELINES

Computers, Internet, E-Mail, and Other Resources (continued)

We reserve the right to monitor calls to ensure you abide by City quality guidelines and provide appropriate levels of service to our constituents. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

Use of City Resources

City resources include the time we pay you to work, the equipment we provide for you to get the job done, our facilities and technologies, and of course the intellectual property we all collectively create. The policies below provide a framework regarding the use of these City resources, and the expectations we have established.

Telephones and Similar Devices. Our phones, including cell phones, smart phones, and similar devices, are intended only for business use. You should keep personal calls during working

time to a minimum. This same expectation on your use of City time applies to calls on a personal device. If you make a personal call on a City phone that incurs a charge, you will be expected to reimburse the City.

Whether a City device or a personal device, you are not to use such devices (either for calls or text messaging) while driving or operating other City equipment or vehicles.

Recording Devices. We prohibit the personal audio and video recording, by any means, on City property of work-related matters, absent written authorization from your supervisor or the City Manager.

Vehicles and Equipment. We operate a fleet of vehicles and provide equipment for you to use in the performance of your job. If you are in a position with job-related responsibilities for vehicles and equipment, a specific policy will be provided to you.

Other City Property. You are responsible for any other City property when in your use or control to the best of your ability. You are expected to use and/or maintain City property for authorized purposes, and in accordance with safety and other instructions and guidelines. You should notify your supervisor immediately if any City property is in need of repair. Remember that all property serves ultimately to meet the needs of the citizens of the City of Lakeland, and we are all responsible for the upkeep, security, and care of equipment in our control.

EMPLOYEE HANDBOOK

WORKPLACE GUIDELINES

Employee Conduct

Although it is not feasible to list all forms of unacceptable workplace and work-related conduct, the following are examples of conduct that may result in disciplinary action up to and including termination of employment:

- Theft or unauthorized possession or removal of property from the City or other employees.
- Falsification, misrepresentation, or material omissions in any employment or other work-related records, including records submitted to the City for verification and other purposes.
- Reporting to work under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs during working hours.
- Fighting or threatening violence in or related to the workplace.
- Boisterous or disruptive behavior in the workplace.
- Negligence or inappropriate conduct leading to damage of property belonging to or used by the City, a citizen, a supplier, or another employee.
- Insubordination or failure to follow instructions.
- Violation of safety rules or standards.
- Sexual or other harassment or discrimination based on an employee's protected status.

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism, unauthorized leaves of absence, and/or not following notification requirements related to leaves of absence.
- Unauthorized time away from the workstation or site during working hours.
- Unauthorized use of telephones, Internet/e-mail technology, or other City equipment and/or property.
- Unauthorized disclosure of confidential information.
- Violation of personnel or other organizational policies, rules, and/or standards.
- Unsatisfactory performance or conduct.

Since employment with the City of Lakeland is based on mutual consent, both you and the City have the right to terminate the employment relationship at-will, with or without cause or advance notice, at any time.

POLICY POST-IT

Most of the items in this list are “common sense” – if you are following instructions, trying hard, and maintaining the highest ethical standards, you should be good!

Disciplinary Procedure

We expect you to comply with our standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, we endorse a policy of progressive discipline in which we attempt to provide you with notice of deficiencies and an opportunity to improve. The City of Lakeland does, however, retain the right to administer discipline in any manner we see fit. This policy does not modify your status as an employee at will or in any way restrict the City's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in your personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with you.

Step 2: Counseling. If a private informal discussion with you has not resulted in corrective action, following a thorough investigation, the supervisor should meet with you and (a) review the problem, (b) permit you to present information regarding the problem, (c) advise you that the problem must be

corrected, (d) inform you that failure to correct the problem will result in further disciplinary action that may include discharge, and (e) issue a counseling notice to you. The HR Department may or may not be involved in these conversations, depending on their nature. This step is often referred to as a verbal warning.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, a supervisor and a representative from the HR department should meet with you in private and proceed via (a) through (d) above and provide you with a copy of the Employee Disciplinary Action Form. This step is often referred to as a written warning. You will be required to sign the form solely to acknowledge receipt.

POLICY POST-IT

If you do not follow our policies or standards of behavior and performance, you may be subject to disciplinary action. This is generally progressive, with informal discussions with your supervisor, then an official verbal warning, then a written warning, you may or may not be suspended, and ultimately, termination for continued performance issues. However, the City Manager may determine that any or all of these steps should be taken at any time, depending on the nature of the issue at hand. You remain employed at-will.

Disciplinary Procedure (continued)

Step 4: Suspension. The City Manager has the authority to temporarily remove you from the workplace, with or without pay. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied if you are experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the City Manager determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the City Manager may suspend you immediately (with or without pay), and an investigation of the incidents leading up to the suspension will be conducted to determine if any further action, such as termination, should be taken.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Holidays

The City of Lakeland observes and allows time off with pay for the following thirteen (13) holidays:

- New Year's Day: January 1
- Martin Luther King, Jr. Day: Third Monday in January
- Good Friday: Two days before Easter Sunday
- Memorial Day: Last Monday in May
- Juneteenth: June 19
- Independence Day: July 4
- Labor Day: First Monday in September
- Veterans' Day: November 11
- Thanksgiving: Fourth Thursday in November
- Day after Thanksgiving.
- Christmas Eve: December 24
- Christmas: December 25
- New Year's Eve: December 31

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday, unless otherwise designated by the Board of Commissioners or the City Manager. In the rare event that Christmas Eve and Christmas Day and New Year's Eve and New Year's Day fall on a Friday and Saturday, the

holidays will be observed on the Thursday and Friday preceding.

Holiday Pay: We provide time off with pay if you are a regular full-time employee on the active (100%) payroll both the last

scheduled workday immediately preceding the holiday and the first scheduled workday immediately following the holiday. You will receive eight hours of pay at the straight-time rate for a holiday.

The City also provides time off with pay if you are a regular part-time employee on the active (100%) payroll both

the last scheduled workday immediately preceding the holiday and the first scheduled workday immediately following the holiday. If you would have been scheduled to work on the holiday you will receive four hours of pay at the straight-time rate for the holiday.

If you are required to work eight hours on a holiday because of City operational needs, you will receive an additional eight hours pay for the holiday (double time) or eight hours off on an alternate day (comp time), as approved by your supervisor.

POLICY POST-IT

In general, if you work the workday before and the workday after a holiday and would otherwise have been working on the day of the holiday – you will get paid for it.

If you have to work a holiday, you will essentially get double pay for that day.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Holidays (continued)

Time and pay also will be handled in this manner if you are required to work part of a holiday.

Paid time off on holidays is not part of the overtime calculation for non-exempt employees and will not be counted as hours worked for the purpose of determining overtime pay.

Paid Time Off (PTO) – Vacation, Personal, and Sick Leave

The City of Lakeland recognizes the importance of time off from work to relax, spend time with family and friends, recover from sickness, and enjoy leisure activities. We provide paid time off (PTO) in the form of vacation, personal, and sick leave (as well as [comp time](#)) to eligible regular full-time employees to be used at your discretion in accordance with this policy.

For paid time off to accrue you must be a regular full-time employee on the active payroll for fifteen (15) or more workdays in that month. Your hourly accrual will begin on the first day of

POLICY POST-IT

Vacation is granted and accrued on a monthly basis, and the hours you get are based on how long you've been with the City. A portion of your vacation hours is paid to you when you leave the City or retire.

Personal days (3 annually) are awarded each January 1st and must be used by December 31st.

Sick leave equates to a day a month for regular full-time employees. Sick leave doesn't expire but is capped at a certain number of hours.

the month following when you reach this eligibility and will continue to accrue on the first of each month after, so long as you remain an eligible [regular full-time employee](#) of the City. *For example, if you are hired February 2nd, you will be eligible for your accrual of vacation and sick leave on March 1st if you have been working full time since you were hired.*

Vacation: If you are a regular full-time employee, you will accrue vacation based on your length of service with the City (the time since your hire or rehire date, whichever is later). There is no maximum accrual or limits to vacation accrued hours within a year; however, upon separation from employment, your unused vacation hours balance paid to you in your final check is limited to 240 hours.

Years with Lakeland	Hours per Month Accrued	Equivalent Days per Year
Less than 5	8.00	12
Over 5, less than 10	10.66	16
Over 10, less than 15	13.33	20
Over 15	16.00	24

As stated above, in all cases the maximum number of hours to be paid out to you upon your separation of employment with the City is 240 hours.

EMPLOYEE HANDBOOK

Paid Time Off (PTO) – Vacation, Personal, and Sick Leave (continued)

The “Years with Lakeland” represents your eligible years of service and is calculated on the basis of a “benefit year.” A benefit year is defined as the twelve-month period that begins as of your date of employment (or your rehire date, if you left the City and later returned). Military leave has no effect on the benefit year calculation.

Personal Days: The City provides you three (3) personal days each year, in addition to vacation and sick leave. These days are awarded January 1st and must be used by December 31st of that year. Personal days are not paid out upon separation of employment. If you are hired after the January 1st award date of a given year, personal time will be awarded to you on the first of the following month after your hire date, at the rate of 2 hours per each month remaining in the calendar year.

Sick Leave: In addition to vacation leave, the City provides paid sick leave if you need to be absent due to non-work-related illness, injuries, or to care for a sick member of your immediate family.

After the eligibility period (first month in which you work over 15 days as a regular full-time employee), sick leave accrues on the first of each month at the rate of 8 hours or one regularly

TIME OFF AND LEAVES OF ABSENCE

scheduled workday per month. The maximum sick leave balance you can maintain is 720 hours, or 90 days.

You can use sick leave:

- if you or a member of your immediate family are sick or injured in a non-work-related accident,
- if you are exposed to a contagious disease, or
- if you or your immediate family member has a medical, dental, optical, mental health, or other professional appointment for exam or treatment.

Your immediate family members include your spouse, child, brother, sister, parent or step-parent, mother- or father-in-law, grandchild, or grandparent.

You should work closely with your supervisor and keep them informed of your need for sick leave, and when sick leave may be extended longer than initially planned. Your supervisor may require medical certification if you are off work under sick leave for more than three consecutive days, for more than three days in a pay period, or as otherwise requested by your supervisor or the City Manager. Medical certification, if required, should be signed by a healthcare professional and state that you are unable to work, the period for which you are unable to work, and in some cases, the date you are cleared to return to work.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Paid Time Off (PTO) – Vacation, Personal, and Sick Leave (continued)

Continuation of Accrual: During approved vacation or sick time, you will continue to accrue vacation and sick time. However, if you are on an unpaid leave or on unpaid time off, you will not accrue these benefits. If you are absent due to military leave you will be permitted, at your request, to use any vacation balance before the beginning of military service rather than unpaid leave. Vacation benefit accruals will be suspended during military leaves and will resume when you return to active employment with the City.

Requesting Time Off: To take PTO time, you will be required to complete an electronic request in the City's' ERP system (currently Skyward). PTO can be requested any time after it is earned, awarded, and accrued. You should request advance approval from your supervisor to schedule any PTO, whether it is vacation, personal, or sick leave, and whether for a full day or a portion of a day. PTO requests will generally be approved unless there are business or staffing needs that conflict with your request. In these cases, PTO is granted on a first come, first served basis. In any case, no vacation leave request should extend more than two (2) consecutive business weeks without the prior approval of the City Manager. PTO is paid at your base pay rate at the time that the PTO is taken. It does not include overtime or any special forms of compensation.

Vacation and Sick Leave Buy Back: Your accrual balance as of December 31st each year will be reviewed by the HR department in January of the new year. If your vacation balance exceeds 240 hours **and** you have taken at least three (3) consecutive days (24 work hours) of vacation time within the calendar year, you may request the excess hours to be paid to you at your current pay rate. If your sick leave balance exceeds 720 hours, the excess balance will be paid to you at your current pay rate. Unused personal days expire December 31st each year. Vacation and sick leave buy back payments are included in the second regularly scheduled payroll in January each year.

Time Off Balance at Separation of Employment: Upon termination of employment, you will be paid for any unused vacation time up to a maximum payout of 240 hours at your then-current rate of pay, after review by the HR department to ensure it is correct. Accrued sick leave may be converted to vacation leave upon separation and paid out (up to the combined 240 hours limit), at your discretion.

Unpaid Time Off

We will consider your request for unpaid time off for personal reasons that do not qualify for [Family and Medical Leave](#), but may prevent you from working during a given period of time. You can request unpaid time off only if you are a regular full-time employee with at least one year of continuous service.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Unpaid Time Off (continued)

The total amount of unpaid time off, combined with any other types of leave or time off, may not exceed six (6) months in total in any twelve-month period.

If you wish to take unpaid time off, submit your request in writing to the City Manager as far in advance as possible. The final approval of a request for unpaid time off rests with the City Manager. The City Manager will consider a number of factors related to your request, including the length of your requested time off or leave, your work history with the City (including compliance with the Employee Handbook), the expectation of your return to work at the end of the period of time off, and the City's business needs during the period of proposed absence. Both your personal interests, and the interests of the City are considered with each unique and individual request for unpaid time off.

Unpaid time off can only be used after any accrued personal, sick, or vacation time has been used. Other benefits of employment will not accrue or continue during unpaid time off for a length of time that would make you ineligible for the related benefit terms and conditions. These benefits will resume upon your return to active employment based on the specific requirements of each benefit.

POLICY POST-IT

In addition to paid time off, there may be situations in your life that arise causing you to need an extended period of unpaid time off. If these happen, request this unpaid leave in writing to the City Manager, and we will do our best to work with you through the situation.

The City will provide health insurance benefits until the end of the first month of an approved personal leave under this policy, subject to the terms and conditions of the applicable health plan. After the first month, you will be responsible for the full cost of the benefits in order to have continued coverage. The City will resume providing benefits

when you return from a personal leave, based on the applicable plan and your compliance with plan requirements.

The City does not guarantee your reinstatement. However, a reasonable effort will be made to return you to an available position after an extended period of unpaid time off.

If you do not return from an unpaid leave of absence, the effective date of termination will be the last day of the authorized leave period or the date that you notify your supervisor or the City Manager of a decision not to continue employment with the City.

The City Manager should be contacted as soon as feasible in the event that you have a need for an extension of an authorized leave. If a request for an extension has not been authorized and you do not report to work promptly at the end of your period of unpaid time off, the City will consider that you have resigned.

In the event that a request for leave is based on an Americans with Disabilities Act (ADA) accommodation, the leave will be handled in compliance with the law.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Family and Medical Leave

The City of Lakeland complies with the federal FMLA, which requires us to grant unpaid leaves of absence if you are a qualified worker, for certain medical and family-related reasons. We also abide by any state and local leave laws. The more generous of the laws will apply if you are eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the HR department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools) to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date you use any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date you first take that type of leave.

POLICY POST-IT

The City of Lakeland follows federal FMLA requirements, including the requirements to provide certain types of family and medical leave for eligible employees. To determine if you are an eligible employee, and whether your leave is eligible for FMLA, please speak to HR.

Basic leave entitlement. The FMLA requires us to provide up to 12 weeks of unpaid, job-protected leave (if you are an eligible employee) for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for your child after birth or placement for adoption or foster care; (3) to care for your spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes you unable to work.

Military family leave entitlements. If you are an eligible employee with a spouse, child, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation, you may use your 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to 7 days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to 5 days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care;

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Family and Medical Leave (continued)

and (9) any additional activities agreed upon by the City and you that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits you (if you are an eligible employee) to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Benefits and protections during FMLA leave. During FMLA leave, we will maintain your health coverage under any "group health plan" on the same terms as if you had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to our operations. A "key" employee is an eligible salaried employee who is among the highest-paid 10 percent of the City's employees within 75 miles of the worksite. Employees will be notified of their status as key employees, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an employee's leave.

Employee eligibility. The FMLA defines eligible employees as employees who (1) have worked for the company for at least 12 months; (2) have worked for the company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more employees or is within 75 miles of company worksites that, taken together, have a total of 50 or more employees.

Definition of "serious health condition." A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

EMPLOYEE HANDBOOK

TIME OFF AND LEAVES OF ABSENCE

Family and Medical Leave (continued)

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a healthcare provider or one (1) visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

Use of leave. You do not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies also may be taken on an intermittent or a reduced work schedule basis.

Substitution of paid leave for unpaid leave. You may choose or the City may require the use of accrued paid leave while taking FMLA leave. Accordingly, the City requires you to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of your own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, you must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty

status in support of a contingency operation. In order to use paid leave for FMLA leave, you must comply with the City's normal paid leave procedures found in the [Paid Time Off section](#) of this Handbook.

Employee responsibilities. You must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, you must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures. The City may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

You must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. You also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also are required to provide a certification and periodic recertification supporting the need for leave. The City also may require a second and, if necessary, a third opinion (at the City's expense) and, when the leave is a result of your own serious health condition, a fitness-for-duty report to return to work.

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TIME OFF AND LEAVES OF ABSENCE

Family and Medical Leave (continued)

The City also may delay or deny approval of leave for lack of proper medical certification.

City responsibilities. When you request leave, the City will inform you whether you are eligible under the FMLA. If you are, the notice will specify any additional information required, as well as your rights and responsibilities. If you are not eligible, the City will provide a reason for the ineligibility.

The City will inform you if leave will be designated as FMLA-protected and the amount of leave counted against your FMLA leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify you.

Other provisions. Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employees' exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

You may not perform work for self-employment or for any other employer during an approved leave of absence, except when

the leave is for military or public service or when the City has approved the employment under its Outside Employment policy and your reason for FMLA leave does not preclude the outside employment.

Unlawful acts by employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

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TIME OFF AND LEAVES OF ABSENCE

Military Leave

The City of Lakeland supports your military obligations and grants leaves for uniformed service in accordance with applicable federal and state laws. If you need time off for uniformed service you should immediately notify the HR department and your supervisor, who will provide details regarding the leave. If you are unable to provide notice before leaving for uniformed service, a family member should notify your supervisor as soon as possible.

Upon return from military leave, you will be granted the same seniority, pay, and benefits as if you had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

When you enter military service you may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

When you have completed more than three (3) months' service with the City, you may take up to three (3) days of paid

bereavement leave upon the death of a member of your immediate family. For the purpose of this policy, an immediate family member is your spouse, child, brother, sister, parent, step-parent, mother-in-law, father-in-law, grandchild, or grandparent.

The City may require verification of the need for the leave. The City Manager will consider this time off on a case-by-case basis.

POLICY POST-IT

In addition to regular PTO, we also offer paid time off specifically for bereavement (up to 3 days), for official jury duty, and for voting. Read each policy.

Unpaid time away from work can be taken for family and medical leave as well as military service, additional bereavement time, and personal court appearances.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

If you need additional time for bereavement, you may use your vacation time in accordance with City policy.

Jury Duty/Court Appearance

The City supports you in your civic duty to serve on a jury. You must present any summons to jury duty to your supervisor as soon as possible after receiving the notice to allow advance planning for your absence.

Jury Duty/Court Appearance (continued)

You will be excused from work for the day(s) required while serving as a juror in any court of the United States or the state of Tennessee, as long as your responsibility for jury duty exceeds three hours during the day for which an excuse is sought. You will be required to come to work for the remainder of any particular day when jury duty does not exceed three hours.

Although Tennessee law allows the City to deduct compensation for jury duty from your usual compensation, the City permits you to keep this compensation as a means of covering expenses, such as parking, associated with serving. Travel time to and from jury duty is included in your compensation in accordance with Tennessee law. You are required to document travel time for recordkeeping purposes. It is your responsibility to submit this documentation and a letter from the Jury Commission's office (verifying attendance and the amount of compensation provided) to your supervisor on a weekly basis.

The City of Lakeland will not discharge or in any manner take other action for serving on jury duty if you provide your supervisor with the required notice prior to taking time off and follow appropriate reporting and other policy procedures.

Paid time off for jury duty is not part of the overtime calculation for non-exempt employees and will not be counted as hours worked for the purpose of determining overtime pay.

Time for appearance in court for personal business will be your responsibility. Normally, vacation leave can be used for this purpose.

Time Off for Voting

The City of Lakeland encourages you to fulfill your civic responsibilities by voting in elections by ensuring that you have sufficient time to vote on election days in accordance with state law. We also encourage you to take advantage of early voting.

If you are a registered voter and your work schedule does not allow sufficient time to vote before or after working hours, we will grant paid time off for a reasonable period of time, not to exceed three hours, as necessary to vote in an election during the time the polls are open in your county of residence. In order to be granted time off to vote, you must notify your supervisor of the need to vote before 12:00 o'clock (noon) of the day before the election. Your supervisor will authorize time off, as appropriate.

You may not take paid time off, as provided under this section of the law if your scheduled working hours begin three or more hours after the opening of the polls or end three or more hours before the closing of the polls in the county where you are a resident.

The City of Lakeland recognizes the value of benefits to you and your family. We support you by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to our Summary Plan Descriptions (SPDs) which you can get from the HR department. If anything in this Employee Handbook conflicts with the SPD or a full plan document, the full plan document has the final say.

Medical, Dental, and Vision Insurance

If you are classified as a regular full-time employee (see [Employment Classification](#) section), you are eligible for medical, dental, and vision insurance on the first of the month following thirty (30) days of service. To keep coverage in place, you must work a minimum of thirty (30) hours per week.

The City pays your insurance premium for medical and dental insurance, and also pays the dental insurance premium for you and one dependent (for the lower-tiered plan). You are responsible for all premiums for vision insurance, should you choose to enroll in that coverage. Rates for other dependent coverages are outlined in the open enrollment package available from the HR department, and may change annually during the City's open enrollment period, which is generally in June of each year for a July 1st effective date of any changes in your coverage.

Group Life Insurance

We provide life insurance and accidental death and disability insurance for all regular full-time employees (see [Employment Classification](#) section). If you are in this employment classification, you are eligible for this benefit on the first of the

month following thirty (30) days of service. The amount of group life insurance is subject to change at the City Manager or Board of Commissioners discretion and is currently an amount equal to the greater of your annualized pay or \$50,000. The premium for this coverage is paid fully by the City. You may, however, purchase additional life insurance at your cost during open enrollment.

Disability Insurance

Disability insurance (both short- and long-term disability) is provided by the City for regular full-time employees (see [Employment Classification](#) section). These benefits begin on the first of the month following thirty (30) days of service. Short-term disability generally will bridge the 90-day period until long-term disability will cover you.

POLICY POST-IT

If you are a regular full-time employee, the City provides you with many health and wellness benefits that are available at no cost to you, and other options that you can choose to participate in.

These include no-cost medical insurance for you, low cost to cover dependents, basic life insurance, and both short- and long-term disability insurance.

Disability Insurance (continued)

Both forms of disability insurance pay a portion of your regular pay for the time of disability eligibility, and you may use your PTO available time prior to using disability insurance. Disability benefits may run concurrently with other forms of leave, where permitted by state and/or federal law.

Flexible Spending Account (FSA)

If you are classified as a regular full-time employee (see [Employment Classification](#) section), you may choose to have pre-tax dollars deducted from your pay as part of the City's flexible spending account (FSA) to pay for eligible out-of-pocket health and dependent care expenses. Participation in the FSA program is optional and may change annually during the City's open enrollment period, which is generally in June of each year for a July 1st effective date.

You may contribute an amount of your choosing into the FSA program, up to the plan's specified maximum amount (determined and communicated annually). It is important to plan out your FSA spend wisely, because only a portion of the

account (set by plan rules) can be carried over into the next annual period.

Benefits Continuation

We comply with all applicable state and/or federal regulations regarding the continuation of benefits, including health benefits, after separation from employment. These include both

the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Patient Protection and Affordable Care Act (PPACA), also known as the Affordable Care Act (ACA). You will be notified in writing of your continuation of benefits options, generally at your own full cost of coverage, at your last home address of record upon separation from the City.

Retirement Plans

All regular full-time employees hired after January 1, 2015, are required to participate in the *State of Tennessee Deferred Compensation Plan II* 401(k) plan. Under this plan, if you are eligible, you will contribute a minimum of five (5) percent of your gross pay, but you can choose to set aside a higher percentage. These funds are yours and are fully vested immediately.

POLICY POST-IT

If eligible, you can contribute an amount of your choosing to the FSA plan to use pre-tax dollars to pay for out-of-pocket medical costs.

Most employees participate in the State of Tennessee's 401(k) plan and contribute 5% of their pay pre-tax, and the City matches with a 5% contribution.

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EMPLOYEE BENEFITS

Retirement Plans (continued)

The City also matches with a five (5) percent contribution, and those funds are vested as set by the plan's vesting schedule (currently five years). If you were hired prior to January 1, 2015, you can also voluntarily choose to participate in this plan, but the City does not match any contributions. Withdrawals or loans from the plan are determined by the rules of the plan, which can be obtained from the HR department.

Regular full-time employees and some eligible part-time employees hired after July 1, 2004, but before January 1, 2015, participate in the *Tennessee Consolidated Retirement System* (TCRS) pension plan.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses if you are injured or become ill because of employment. The City of Lakeland pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages if you sustain an injury on the job.

The City abides by all applicable state workers' compensation laws and regulations. If you sustain a job-related injury or illness,

it is important to notify your supervisor and HR immediately. The supervisor will complete an injury report with your input and return the form to the HR department. HR will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation is intended to cover only work-related injuries and illnesses. Neither the City nor its insurance carrier are liable for the payment of workers' compensation benefits for

any injuries that occur during voluntary participation in City-sponsored recreational, social, or athletic activities that are off-duty.

Leave due to a workers' compensation injury or illness should be used strictly for that purpose. If you are engaged in outside employment, you must abide by the requirements outlined in

the [Outside Employment](#) policy. You are also expected to not engage in educational or other activities that exceed your medical restrictions or limitations, conflict with a rehabilitation plan, or in any way delay your ability to return to work.

Workers' compensation benefits (paid or unpaid) will run concurrently with other types of leave, if applicable, where permitted by state and federal law.

POLICY POST-IT

If you are injured or get sick because of your work at the City, worker's compensation insurance kicks in to cover your costs and a portion of your lost wages. This coverage does not cost you, the employee, any premium.

Workers' Compensation (continued)

In addition, you will not be paid PTO for approved absences covered by our workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of your salary as allowed by state law.

Educational Assistance

The City of Lakeland recognizes that your skills and knowledge are critical to our success, and we have an educational assistance program to enable you to maintain and improve your job-related skills through formal education. The program also assists you in preparing for potential advancement opportunities with the City. Regular full-time employees are eligible for this program.

The City Manager may approve tuition reimbursement for coursework leading to a degree that is related to your current position or to another position that offers the potential for advancement within the City.

Tuition assistance is limited to a comparable amount charged by public colleges and universities in the Memphis area and to six

hours per semester or the equivalent. Costs associated with books are excluded from any reimbursement that the City provides.

If the City is not the only source of monetary assistance for your coursework, that assistance will be deducted from the reimbursement provided by the City. You are required to declare any sources (such as scholarships, forgivable loans, etc.) of assistance.

Upon completion of the course, you are required to provide verification that you obtained a grade of "B" or above for any graduate course. Prior to reimbursement, and subject to City Manager discretion, you are required to submit a reimbursement request.

In order to participate in the educational assistance program, you are also required to sign an agreement to reimburse the City for a stipulated amount if your employment is involuntarily terminated without cause during designated time periods. In the event of termination during those time periods, reimbursement will be deducted from your final paycheck as outlined below:

- 100% if termination is within six calendar months of the date of receipt of reimbursement.

POLICY POST-IT

We value you and offer the opportunity for you to advance your education in your field through our tuition reimbursement program. Ultimately, those who qualify will need City Manager approval.

EMPLOYEE HANDBOOK

EMPLOYEE BENEFITS

Educational Assistance (continued)

- 75% if termination is more than six calendar months and less than one year of the date of receipt of reimbursement.
- 50% if termination is more than one year and less than two years of the date of receipt of reimbursement.

Employee Assistance Program

The employee assistance program (EAP) is a resource designed to provide highly confidential and experienced help for you in dealing with issues that affect your life and the quality of your job performance. We want you to be able to maintain a healthy balance of work and family that allows you to enjoy life. The EAP is a confidential counseling and referral service that can help you successfully deal with life's challenges.

This comprehensive counseling service offers you confidential access to professional counseling services that provide assistance with a range of personal matters, including alcohol and drug abuse, marital and family difficulties, financial or legal matters, and emotional concerns. The EAP offers assessments, short-term counseling, and referrals to appropriate community and private services.

POLICY POST-IT

Sometimes things come up in life that not only affect your personal life but can impact your work performance as well. The EAP is there to help by providing free and confidential counseling and referrals for a number of matters, if used voluntarily.

In some cases, you may be referred to the EAP as a condition of corrective disciplinary actions.

We encourage you to use this valuable service whenever you have such a need. If you choose to use these counseling services voluntarily you are assured the information disclosed in your sessions is confidential and not available to the City, and the City is not given any information on who chooses to use the services voluntarily. For questions or additional information about this program, employees may contact the HR department.

Participation in the EAP may be mandatory based on the nature of any of our concerns related to your behavior or job performance. If that is the case, we may require documentation stating that you completed any recommended consultations or follow-up counseling. The City Manager may also require the release of other information, based on the nature of the City's concerns.

Retirement Health Savings

If you are a regular full-time employee who has completed one year of service with us, the City makes regular monthly contributions at the rate of \$40 per pay period to a retirement health savings ("RHS") account for your benefit. The City's contributions to the RHS plan for your benefit are vested based upon the plan's vesting schedule (currently five years).

You can use the contributions to this plan to cover medical costs after you separate from employment with the City. You are eligible to use RHS funds that have vested to you 30 days after separation. RHS funds can be used for medical expenses eligible under internal revenue code ("IRC") section 213, other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.

EMPLOYEE HANDBOOK

ACKNOWLEDGMENTS

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of the City of Lakeland. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, company practices, and other communications do not create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by the City Manager or Board of Commissioners at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the City to employ me now or hereafter and that my employment may be terminated by me or the City without reason at any time. I understand that no representative of the City has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

Employee's Name in Print

Signature of Employee

Date:

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

EMPLOYEE ACKNOWLEDGMENT AND RECEIPT OF HARASSMENT POLICY

I have read and understand the City's Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

Employee's Name in Print

Signature of Employee

Date:

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of a 2022 Chevrolet Traverse AWD LS from Freeland Automotive through State of Tennessee Contract #64409
Sponsored by Emily Harrell

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of a 2022 Chevrolet Traverse AWD LS from Freeland Automotive through State of Tennessee Contract #64409

BUDGET IMPACT

The City will utilize State of Tennessee Contract #64409 for the purchase of the vehicle. The contract amount for the vehicle is \$29,800.00. The monies for this purchase are budgeted in the Fiscal Year 2022 General Fund - Engineering - Capital Outlay - Vehicles.

DISCUSSION

The City's Engineering Department is currently assigned a 2012 Ford Focus for transportation to site visits, inspections and meetings. The vehicle is shared between three (3) employees, which results in employees taking their personal vehicles for City Business. The new vehicle will be shared by the City Engineer and Staff Engineer. The Ford Focus will continue to be used by the Engineering Intern and serve as a backup vehicle if there are scheduling conflicts.

RESOLUTION R-83-2021

A RESOLUTION TO APPROVE THE PURCHASE OF A 2022 CHEVROLET
TRAVERSE AWD LS FROM FREELAND AUTOMOTIVE THROUGH STATE OF
TENNESSEE CONTRACT #64409

WHEREAS, the City desires to purchase a Chevrolet Traverse for use by the Engineering Department; and,

WHEREAS, the vehicle is available through TN State Contract #64409; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 General Fund - Engineering Capital Outlay - Vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to purchase a 2022 Chevrolet Travers AWD LS from Freeland Automotive in the amount of Twenty-Nine Thousand Eight Hundred Dollars (\$29,800).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



FREELAND AUTOMOTIVE

Herb Odom | 615-266-3212 | herb.odom@freelandauto.com

FREELAND AUTOMOTIVE

Prepared By:

Herb Odom
FREELAND AUTOMOTIVE
615-266-3212
herb.odom@freelandauto.com

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Data Version: 14735. Data Updated: Sep 18, 2021 9:48:00 PM PDT.



FREELAND AUTOMOTIVE

Herb Odom | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (7) (Complete)

Quote Worksheet

	MSRP
Base Price	\$35,700.00
Dest Charge	\$1,195.00
Total Options	\$40.00
Subtotal	\$36,935.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$7,135.00)
Subtotal Discount	(\$7,135.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$29,800.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$29,800.00

Verified by PDFFiller

Herb Odom, Govt Flt. Sales Mgr.

09/19/2021

09/19/2021

Dealer Signature / Date

Customer Signature / Date

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FREELAND AUTOMOTIVE

Herb Odom | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (7) (Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS MSRP:\$35,700.00

Interior:Jet Black/Chai, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

OPTIONS

CODE	MODEL	MSRP
1NV56	[Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS	\$35,700.00
OPTIONS		
1LS	LS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
HKA	Jet Black/Chai, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00
PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum	\$0.00
QO5	Tires, P255/65R18 all-season blackwall	\$0.00
VK3	License plate front mounting package	\$40.00
VQ2	Fleet processing option	\$0.00
SUBTOTAL		\$35,740.00
Adjustments Total		\$0.00
Destination Charge		\$1,195.00
TOTAL PRICE		\$36,935.00

FUEL ECONOMY

Est City:17 MPG

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FREELAND AUTOMOTIVE

Herb Odom | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (7) ( Complete)

Est Highway:25 MPG

Est Highway Cruising Range:542.50 mi

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Data Version: 14735. Data Updated: Sep 18, 2021 9:48:00 PM PDT.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of three (3) 2022 Dodge Ram 4x4 Crew Cab Trucks and one (1) 2022 Dodge Ram Cab and Chassis Truck from Columbia Chrysler Dodge Jeep RAM Fiat through State of Tennessee Contract #209. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of three (3) 2022 Dodge Ram 4x4 Crew Cab Trucks and one (1) 2022 Dodge Ram Cab and Chassis Truck from Columbia Chrysler Dodge Jeep RAM Fiat through State of Tennessee Contract #209.

BUDGET IMPACT

All of the trucks are purchased utilizing the State of Tennessee Contract #209. Two (2) of the Ram 4x4 Crew Cab trucks will be assigned to Public Works. One (1) of the Ram 4x4 Crew Cab trucks will be assigned to Construction Inspection. The Cab and Chassis truck will be assigned to Sewer Department. The breakdown of cost is below:

Ram 4x4 Crew Cab - Public Works	\$49,380.00
Ram 4x4 Crew Cab - Public Works	\$49,380.00
Ram 4x4 Crew Cab - Construction Inspection	\$49,380.00
Ram 4x4 Cab and Chassis - Sewer	\$49,028.00
TOTAL	\$197,168.00

The State of TN recently rebid their contracts, which resulted in an average \$15,000 increase over the original cost estimate used for budgeting. The difference is included in the budget amendment presented at this BOC meeting. The monies will be from the Fiscal Year 2022 General Fund - Construction Inspection - Capital Outlay Vehicle, Street Aid Fund - Heavy Equipment and Sewer Fund - Heavy Equipment.

DISCUSSION

The City continues to replace fleet according to its Fleet Management program to ensure we maintain a safe reliable fleet for our employees. Public Works will be replacing Unit 4,2008 F-

350 Crew Cab and Unit 13 2002 F-350 Crew Cab with the new Ram Crew Cab trucks. Construction Inspection is replacing Unit 17 2002 Chevrolet Silverado with a new Ram Crew Cab truck. Sewer is adding a truck to its fleet which will be outfitted with a flat bed and tools required for emergency service in the field.

RESOLUTION R-95-2021

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) 2022 DODGE RAM 4X4 CREW CAB TRUCKS AND ONE (1) 2022 DODGE RAM CAB AND CHASSIS TRUCK FROM COLUMBIA CRYSLER DODGE JEEP RAM FIAT THROUGH STATE OF TENNESSEE CONTRACT #209

WHEREAS, the City desires to purchase 4 trucks to replace fleet in Public Works, Construction Inspection and Sewer departments; and,

WHEREAS, the vehicles are available through TN State Contract #209; and,

WHEREAS, the Ram 4x4 Crew Cab trucks are \$49,380.00 each and the Cab and Chassis truck is \$49,028.00

WHEREAS, Pricing increased approximately \$15,000 from the original cost estimate per vehicle during the State rebid of their contracts requiring a budget amendment; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 General Fund – Construction Inspection - Capital Outlay – Vehicle, Street Aid Fund – Heavy Equipment, and Sewer Fund – Heavy Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to purchase three (3) 2022 Dodge Ram Crew Cab trucks and one (1) Dodge Ram Cab and Chassis Truck from Columbia Chrysler Jeep RAM Fiat in the amount of One Hundred Ninety-Seven Thousand One Hundred Sixty-Eight Dollars (\$197,168.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Tennessee State Wide Contract # 209

Prepared For: City of Lakeland

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6)

Vehicle & Option Pricing is based on Tennessee State Wide Contract #209

All New Fleet Vehicles from the State Wide Contract are covered by Fiat-Chrysler:

5YR / 100K Factory Powertrain Warranty

3YR / 36K Bumper-to-Bumper factory warranty

Table of Contents

- Standard Equipment
- Selected Model and Options
- Quote Worksheet
- Window Sticker
- Optional Equipment

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Standard Equipment

Mechanical

Engine: 6.4L V8 Heavy Duty HEMI MDS (STD)

Transmission: 8-Speed Auto (8HP75-LCV) (STD)

3.73 Axle Ratio (STD)

GVWR: 10,000 lbs (STD)

50 State Emissions

Transmission w/Driver Selectable Mode and Sequential Shift Control

Manual Transfer Case

Part-Time Four-Wheel Drive

730CCA Maintenance-Free Battery w/Run Down Protection

180 Amp Alternator

Electronically Controlled Throttle

Tip Start

Class V Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

3360# Maximum Payload

HD Shock Absorbers

Front And Rear Anti-Roll Bars

HD Suspension

Hydraulic Power-Assist Steering

Single Stainless Steel Exhaust

31 Gal. Fuel Tank

Auto Locking Hubs

Multi-Link Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7.5" Steel Styled (STD)

Tires: LT245/70R17E BSW AS (STD)

Regular Box Style

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Exterior

Wheels w/Hub Covers

Center Hub

Selectable Tire Fill Alert

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Power Side Mirrors w/Manual Folding

Black Exterior Mirrors

Exterior Mirrors w/Heating Element

Fixed Rear Window

Variable Intermittent Wipers

Deep Tinted Glass

Galvanized Steel/Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Auto On/Off Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Vendor Painted Cargo Box Tracking

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and Uconnect External Memory Control

Radio: Uconnect 3 w/5" Display

Streaming Audio

Integrated Roof Antenna

6 Speakers

GPS Antenna Input

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Entertainment

Active Noise Control System

1 LCD Monitor In The Front

Interior

Driver Seat

Manual Adjust 4-Way Driver Seat

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Vinyl Rear Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Rear Folding Seat

Illuminated Front Cupholder

Rear Cupholder

Compass

Proximity Key For Push Button Start Only

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Glove Box

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Heavy Duty Vinyl 40/20/40 Split Bench Seat -inc: Front Armrest w/Cupholders, Manual Adjust 4-Way Front Passenger Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

2 12V DC Power Outlets

Partial Floor Console w/Storage, Mini Overhead Console and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Interior

Pickup Cargo Box Lights

Integrated Voice Command w/Bluetooth

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Systems Monitor

Outside Temp Gauge

Analog Appearance

Seats w/Vinyl Back Material

Front Center Armrest w/Storage

40/20/40 Split Bench Seat

4 Way Front Headrests

2 Way Rear Headrest Seat

Sentry Key Engine Immobilizer

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

SiriusXM Guardian Emergency Sos

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Curtain 1st And 2nd Row Airbags

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Safety-Interior

ParkView Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 100,000

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DJ7L91	2022 Ram 2500 Tradesman 4x4 Crew Cab 6'4" Box	\$42,870.00

COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ETL	Engine: 6.7L I6 Cummins Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Heavy Duty Engine Cooling, Tow Hooks, Diesel Exhaust Brake, Supplemental Heater, Front Bumper Sight Shields, Capless Fuel Fill w/o Discriminator	\$9,400.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DG7	Transmission: 6-Speed Automatic (68RFE) -inc: Urethane Shift Control	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2HA	Quick Order Package 2HA Tradesman -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Speed Automatic (68RFE)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DME	3.73 Axle Ratio (STD)	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Inc.

TIRES

CODE	DESCRIPTION	MSRP
TCN	Tires: LT275/70R18E BSW AS	\$0.00

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PW7	Bright White Clearcoat	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat -inc: Front Armrest w/Cupholders, Manual Adjust 4-Way Front Passenger Seat	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
Z7F	GVWR: 10,000 lbs (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
AAN	Towing Technology Group -inc: CTR Stop Lamp w/Cargo View Camera, Mirror-Mounted Aux Reverse Lamps, Surround View Camera System, Premium Power Black Tow Mirrors w/Convex Spotter, Trailer Reverse Guidance, Chrome Nostrils/MIC Black Grille, Power Adjustable Convex Aux Mirrors	\$2,625.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield, Tow Hooks	\$95.00
AMP	Chrome Appearance Group -inc: Bright Rear Bumper, Chrome Grille Surround, Matte Black Mesh Grille w/Chrome, 18" Steel Spare Wheel, Wheels: 18" x 8.0" Steel Chrome Clad, Tires: LT275/70R18E BSW AS, Bright Front Bumper	\$1,095.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
XEA	Tow Hooks	Inc.
XHC	Trailer Brake Control -inc: Trailer Light Check	\$295.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
LNJ	Front Fog Lamps	\$195.00
LPL	LED Bed Lighting	Inc.
MWH	Rear Wheelhouse Liners	\$195.00

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
UBD	Radio: Uconnect 5 W w/8.4" Display -inc: Google Android Auto, Bluetooth Handsfree Phone & Audio, SiriusXM Satellite Radio, Integrated Center Stack Radio, Connectivity - US/Canada, 4G LTE Wi-Fi Hot Spot, Cluster 3.5" TFT Color Display, 8.4" Touchscreen Display, Alexa Built-In, Apple CarPlay	\$795.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
JKV	115V Auxiliary Front Power Outlet -inc: Exterior 115V AC Outlet, 400W Inverter	\$210.00
XAG	ParkSense Front/Rear Park Assist System	\$395.00
XAN	Blind Spot & Cross Path Detection -inc: LED Tail Lamps, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Power Folding Mirrors, Power Adjust/Fold & Heated Black Tow Mirrors, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	\$0.00
XB9	RamBox Cargo Management System -inc: LED Bed Lighting	\$995.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Wide Contract Discount from List Price (Base Vehicle Price \$42485.00)	(\$11,480.00)
Options Total		\$4,815.00

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Quote Worksheet

	MSRP
Base Price	\$42,870.00
Dest Charge	\$1,695.00
Total Options	\$4,815.00
Subtotal	\$49,380.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$49,380.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$49,380.00

Comments:

Pricing Good For Current Model Year Only Subsequent Model & Option Pricing May Vary

Vehicles Subject to Production by Fiat-Chrysler Automobiles

Production Lead Times Vary by Model & Options are controlled by FCA Group

Standard Color is White Unless Noted Otherwise on PO

Dealer Signature / Date

Customer Signature / Date

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Window Sticker

SUMMARY

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box

MSRP:\$42,870.00

Interior:Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 6.7L I6 Cummins Turbo Diesel

Transmission: 6-Speed Automatic (68RFE)

OPTIONS

CODE	MODEL	MSRP
DJ7L91	[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box	\$42,870.00
OPTIONS		
2HA	Quick Order Package 2HA Tradesman	\$0.00
AAN	Towing Technology Group	\$2,625.00
ADB	Protection Group	\$95.00
AMP	Chrome Appearance Group	\$1,095.00
DG7	Transmission: 6-Speed Automatic (68RFE)	\$0.00
DME	3.73 Axle Ratio	\$0.00
ETL	Engine: 6.7L I6 Cummins Turbo Diesel	\$9,400.00
JKV	115V Auxiliary Front Power Outlet	\$210.00
LNJ	Front Fog Lamps	\$195.00
LPL	LED Bed Lighting	Inc.
MWH	Rear Wheelhouse Liners	\$195.00
PW7	Bright White Clearcoat	\$0.00
TCN	Tires: LT275/70R18E BSW AS	\$0.00
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	\$0.00
UBD	Radio: Uconnect 5 W w/8.4" Display	\$795.00
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Inc.
XAG	ParkSense Front/Rear Park Assist System	\$395.00
XAN	Blind Spot & Cross Path Detection	\$0.00
XB9	RamBox Cargo Management System	\$995.00

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

XEA	Tow Hooks	Inc.	
XHC	Trailer Brake Control		\$295.00
Z7F	GVWR: 10,000 lbs		\$0.00
CUSTOM EQUIPMENT			
SWC	State Wide Contract Discount from List Price (Base Vehicle Price \$42485.00)		(\$11,480.00)
SUBTOTAL			\$47,685.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$49,380.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

Optional Equipment

ENGINE

CODE	DESCRIPTION	MSRP
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS (STD)	\$0.00
ETL	Engine: 6.7L I6 Cummins Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Heavy Duty Engine Cooling, Tow Hooks, Diesel Exhaust Brake, Supplemental Heater, Front Bumper Sight Shields, Capless Fuel Fill w/o Discriminator	Inc.

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)	\$0.00
DG7	Transmission: 6-Speed Automatic (68RFE) -inc: Urethane Shift Control	Inc.

CPOS PKG

CODE	DESCRIPTION	MSRP
2GA	Quick Order Package 2GA Tradesman -inc: Engine: 6.4L V8 Heavy Duty HEMI MDS, Transmission: 8-Speed Auto (8HP75-LCV)	\$0.00
2HA	Quick Order Package 2HA Tradesman -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Speed Automatic (68RFE)	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DME	3.73 Axle Ratio (STD)	\$0.00
DMF	4.10 Axle Ratio	\$145.00

WHEELS

CODE	DESCRIPTION	MSRP
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Inc.
WBN	Wheels: 18" x 8.0" Steel -inc: 18" Steel Spare Wheel, Tires: LT275/70R18E BSW AS	\$295.00
WDA	Wheels: 17" x 7.5" Steel Styled (STD)	\$0.00
WFR	Wheels: 17" x 8.0" Matte Black/Diamond Cut	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TCN	Tires: LT275/70R18E BSW AS	\$0.00
TCP	Tires: LT275/70R18E OWL On/Off Road	\$295.00
TW2	Tires: LT285/70R17D OWL AT	\$0.00

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Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

TIRES		
CODE	DESCRIPTION	MSRP
TWD	Tires: LT245/70R17E BSW AS (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
P49	Republic Blue Clearcoat	\$450.00
P61	Case IH Red	\$450.00
P62	Omaha Orange	\$450.00
P63	Yellow	\$450.00
P71	Construction Yellow	\$450.00
P72	New Holland Blue	\$450.00
P74	National Safety Yellow	\$450.00
P83	Utility Orange	\$450.00
PAR	Maximum Steel Metallic Clearcoat	\$200.00
PAU	Granite Crystal Metallic Clearcoat	\$200.00
PB8	Midnight Blue Pearlcoat	\$450.00
PBJ	Hydro Blue Pearlcoat	\$100.00
PFP	Olive Green Pearlcoat	\$100.00
PGC	Light Green	\$450.00
PGW	Timberline Green Pearlcoat	\$450.00
PL1	School Bus Yellow	\$450.00
PPX	Patriot Blue Pearlcoat	\$100.00
PR4	Flame Red Clearcoat	\$0.00
PRV	Delmonico Red Pearlcoat	\$100.00
PSC	Billet Silver Metallic Clearcoat	\$200.00
PW7	Bright White Clearcoat	\$0.00
PX8	Black Clearcoat	\$450.00
PXJ	Diamond Black Crystal Pearlcoat	\$100.00
PYB	Detonator Yellow Clearcoat	\$450.00

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Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

SEAT TYPE

CODE	DESCRIPTION	MSRP
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat -inc: Front Armrest w/Cupholders, Manual Adjust 4-Way Front Passenger Seat	\$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat	\$315.00

GVWR

CODE	DESCRIPTION	MSRP
Z7F	GVWR: 10,000 lbs (STD)	\$0.00
Z7M	GVWR: 8,565 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
A6B	Tradesman Level 2 Equipment Group -inc: SiriusXM Satellite Radio, Rear Window Defroster, Carpet Floor Covering, Rear Power Sliding Window	\$1,145.00
AAN	Towing Technology Group -inc: CTR Stop Lamp w/Cargo View Camera, Mirror-Mounted Aux Reverse Lamps, Surround View Camera System, Premium Power Black Tow Mirrors w/Convex Spotter, Trailer Reverse Guidance, Chrome Nostrils/MIC Black Grille, Power Adjustable Convex Aux Mirrors	Inc.
AAP	Special Service Vehicle Group -inc: Upfitter Electronic Module (VSIM), Tow Hooks	\$835.00
AAU	Safety Group -inc: Auto High Beam Headlamp Control, Blind Spot & Cross Path Detection, LED Tail Lamps, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Power Folding Mirrors, Power Adjust/Fold & Heated Black Tow Mirrors, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors, Cluster 7.0" TFT Color Display, Rain Sensitive Windshield Wipers, Leather Wrapped Steering Wheel, Adaptive Cruise Control w/Stop, Steering Wheel Mounted Audio Controls, Digital Rearview Mirror, Adaptive Steering System, Full Speed Forward Collision Warning Plus, Lane Keep Assist	\$2,890.00
ACE	Power Wagon Package -inc: RAM Articulink Suspension, Wheels: 17" x 8.0" Matte Black/Diamond Cut, Front Electric Winch, Front Fog Lamps, Black Wheel Center Hub, Tires: LT285/70R17D OWL AT, Rear Performance Tuned Shock Absorbers, Bright Rear Bumper, Front Performance Tuned Shock Absorbers, GVWR: 8,565 lbs, Front Disconnecting Stabilizer Bar, Tow Hooks, Tru-Lok Front & Rear Axles, Base Engine Controller, Transfer Case Skid Plate Shield, Fuel Tank Skid Plate Shield, Black Wheel Flares, 4.10 Axle Ratio, Hill Descent Control, Bright Front Bumper, Rear Wheelhouse Liners	\$7,995.00
ACL	DOT Certified Roadside Safety Kit -inc: 3 Reflecting Triangles, Spare Fuses, DOT Fire Extinguisher, 2 Red Vinyl Flags	\$195.00
AD2	Snow Chief Group -inc: Clearance Lamps, Tires: LT275/70R18E OWL On/Off Road, I/P Mounted Auxiliary Switches, Dash Pass Thru Wire Circuits, Anti-Spin Differential Rear Axle, Transfer Case Skid Plate Shield, 220 Amp Alternator	\$905.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield, Tow Hooks	\$95.00
ADC	Convenience Group -inc: Air Conditioning ATC w/Dual Zone Control, Tinted Acoustic Windshield Glass, Cluster 3.5" TFT Color Display, Rear View Auto Dim Mirror	\$360.00

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[Fleet] 2022 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (6) ( Complete)

Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ADE	Cold Weather Group -inc: Engine Block Heater, MOPAR Winter Front Grille Cover	\$145.00
AH6	Emer/Fire/Resc Special Service Package -inc: Upfitter Electronic Module (VSIM), Tow Hooks	\$835.00
AHD	Heavy Duty Snow Plow Prep Group -inc: Transfer Case Skid Plate Shield, 220 Amp Alternator	\$195.00
AM8	RamBox Utility Group -inc: 4 Adjustable Cargo Tie-Down Hooks, Truck Bed Cargo Divider	\$295.00
AMP	Chrome Appearance Group -inc: Bright Rear Bumper, Chrome Grille Surround, Matte Black Mesh Grille w/Chrome, 18" Steel Spare Wheel, Wheels: 18" x 8.0" Steel Chrome Clad, Tires: LT275/70R18E BSW AS, Bright Front Bumper	Inc.
ANT	Bed Utility Group -inc: MOPAR Spray In Bedliner, LED Bed Lighting, MOPAR Deployable Bed Step	\$845.00
ARC	Off Road Package -inc: Front Performance Tuned Shock Absorbers, Tow Hooks, Off Road Decal, Transfer Case Skid Plate Shield, Hill Descent Control, Rear Performance Tuned Shock Absorbers	\$495.00
AVF	Tow-Mode Digital Rearview Mirror Package -inc: Digital Rearview Mirror, Tow-Mode Camera (Wired)	\$945.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
AHU	5th Wheel/Gooseneck Towing Prep Group	\$545.00
BAJ	220 Amp Alternator	\$145.00
DK3	Electric Shift-On-The-Fly Transfer Case	\$295.00
DSA	Anti-Spin Differential Rear Axle	\$495.00
NHK	Engine Block Heater	\$95.00
SEB	Auto Level Rear Air Suspension -inc: Air Suspension Decal	\$1,705.00
XBC	Delete Pickup Box -inc: Deletes rear bumper, Standard backup camera is shipped loose w/the truck for the upfitter to install in accordance w/applicable regulatory requirements, Bulb Out Detection Defeat for LED, Delete Spare Tire, Wheels: 18" x 8.0" Steel, 18" Steel Spare Wheel, Tires: LT275/70R18E BSW AS *CREDIT*	(\$400.00)
XEA	Tow Hooks	Inc.
XF5	Dual Alternators Rated At 380 Amps -inc: 220 Amp Alternator	\$395.00
XF7	Dual Alternators Rated At 440 Amps -inc: 220 Amp Alternator	\$395.00
XH7	Tow-Mode Camera (Wired)	\$450.00
XHC	Trailer Brake Control -inc: Trailer Light Check	Inc.
XML	MOPAR 20K Direct Mount 5th Wheel Hitch	\$1,075.00

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Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
GFA	Rear Window Defroster	\$195.00
GPG	Power Adjust & Heated Black Tow Mirrors -inc: Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	\$195.00
LNC	Clearance Lamps	\$95.00
LNJ	Front Fog Lamps	Inc.
LPL	LED Bed Lighting	Inc.
MDA	Front License Plate Bracket	\$0.00
MM8	Decal Delete	\$0.00
MR5	Chrome Flat Wheel-to-Wheel Side Steps	\$745.00
MRS	Chrome Flat Cab-Length Side Steps	\$695.00
MRU	MOPAR Black Tubular Side Steps	\$445.00
MWH	Rear Wheelhouse Liners	Inc.
NBA	Underground Calibration -inc: Instrument Cluster w/Unique Display	\$0.00
TBE	Add Full Size Spare (If Box Delete)	\$295.00
XME	MOPAR Under Rail Box Bedliner	\$365.00
XMF	MOPAR Spray In Bedliner	\$600.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
UBD	Radio: Uconnect 5 W w/8.4" Display -inc: Google Android Auto, Bluetooth Handsfree Phone & Audio, SiriusXM Satellite Radio, Integrated Center Stack Radio, Connectivity - US/Canada, 4G LTE Wi-Fi Hot Spot, Cluster 3.5" TFT Color Display, 8.4" Touchscreen Display, Alexa Built-In, Apple CarPlay	Inc.
UBL	Radio: Uconnect 5 Nav w/8.4" Display -inc: Google Android Auto, Off-Road Information Pages, Disassociated Touchscreen Display, HD Radio, Integrated Center Stack Radio, Connectivity - US/Canada, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, Connected Travel & Traffic Services, 8.4" Touchscreen Display, Alexa Built-In, Apple CarPlay	\$1,590.00
UBQ	Radio: Uconnect 5 Nav w/12.0" Display -inc: Google Android Auto, Off-Road Information Pages, Disassociated Touchscreen Display, HD Radio, Connectivity - US/Canada, 12" Touchscreen Display, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, Connected Travel & Traffic Services, Alexa Built-In, Apple CarPlay	\$2,790.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CK9	Delete Carpet	\$0.00
CLF	MOPAR Front & Rear Rubber Floor Mats	\$150.00

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Quote: LAKELAND 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CS7	Tri-Fold Tonneau Cover	\$695.00
JKV	115V Auxiliary Front Power Outlet -inc: Exterior 115V AC Outlet, 400W Inverter	Inc.
JPE	Power 2-Way Driver Lumbar Adjust	\$95.00
LHL	I/P Mounted Auxiliary Switches -inc: Dash Pass Thru Wire Circuits	\$145.00
XAA	ParkSense Rear Park Assist System	\$295.00
XAG	ParkSense Front/Rear Park Assist System	Inc.
XAN	Blind Spot & Cross Path Detection -inc: LED Tail Lamps, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Power Folding Mirrors, Power Adjust/Fold & Heated Black Tow Mirrors, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	\$0.00
XAW	Rear Backup Alarm -inc: Rear backup alarm provides external audible feedback (steady alternating beep) when vehicle is in reverse, The alarm can be turned off via the cluster display, It is not Parksense rear park assist	\$145.00
XB9	RamBox Cargo Management System -inc: LED Bed Lighting	\$995.00
XCH	2 Additional Key Fobs	\$195.00
XFQ	MOPAR Trailer Camera Wiring w/No Camera	\$515.00
XG9	Trailer Tire Pressure Monitoring System	\$445.00
XN1	Trailer Surround View Camera System	\$995.00
XXS	Upfitter Electronic Module (VSIM)	\$345.00
YEP	Manufacturer's Statement of Origin	\$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
---	Destination Surcharge (Hawaii)	\$50.00

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99800A	Ship-Thru: Auto Truck Group - Maple Shade	\$0.00
99801A	Ship-Thru: Auto Truck Group - Bartlett	\$0.00
99802A	Ship-Thru: Auto Truck Group - Fort Wayne	\$0.00
99803A	Ship-Thru: Adrian Steel - Saltillo	\$0.00
99807A	Ship-Thru: Utilimaster	\$0.00
99811A	Ship-Thru: Midway - Saltillo	\$0.00
99814A	Ship-Thru: INLAD Truck & Van - Lombard	\$0.00

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SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99815A	Ship-Thru: OEM - Saltillo	\$0.00
99816A	Ship-Thru: Ranger Design	\$0.00
99818A	Ship-Thru: Reading - Saltillo	\$0.00
99819A	Ship-Thru: Canfield - Warren	\$0.00
99820A	Ship-Thru: Dejana Cargo & Van Body Mfg - Baltimore	\$0.00
99821A	Ship-Thru: NBC - Roseville	\$0.00
99822A	Ship-Thru: Canfield - Dundalk	\$0.00
99823A	Ship-Thru: Ground Effects	\$0.00
99828A	Ship-Thru: INLAD Truck & Van - District Heights	\$0.00
99832A	Ship-Thru: Kerr Industries	\$0.00
99833A	Ship-Thru: Knapheide - Saltillo	\$0.00
99835A	Ship-Thru: Masterack - Saltillo	\$0.00
99836A	Ship-Thru: Knapheide - Flint	\$0.00
99838A	Ship-Thru: ABS Storage Products	\$0.00
99839A	Ship-Thru: Midway - Elkhart	\$0.00
99840A	Ship-Thru: OEM - Dundalk	\$0.00
99841A	Ship-Thru: Monroe	\$0.00
99846A	Ship-Thru: Dejana Cargo & Van Body Mfg - Saltillo	\$0.00
99847A	Ship-Thru: OEM - Warren	\$0.00
99849A	Ship-Thru: Masterack - Pontiac	\$0.00
99852A	Ship-Thru: Reading - Pontiac	\$0.00
99862A	Ship-Thru: Masterack - Dundalk	\$0.00
99868A	Ship-Thru: Adrian Steel - Baltimore	\$0.00
99869A	Ship-Thru: Auto Truck Group - Saltillo	\$0.00
99870A	Ship-Thru: Knapheide - Baltimore	\$0.00
99875A	Ship-Thru: NBC - Saltillo	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Wide Contract Discount from List Price (Base Vehicle Price \$42485.00)	(\$11,480.00)

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Tennessee State Wide Contract

Prepared For: City of Lakeland

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB

Vehicle & Option Pricing is based on Tennessee State Wide Contract #209

All New Fleet Vehicles from the State Wide Contract are covered by Fiat-Chrysler:

5YR / 100K Factory Powertrain Warranty

3YR / 36K Bumper-to-Bumper factory warranty

Table of Contents

- Standard Equipment
- Selected Model and Options
- Quote Worksheet
- Window Sticker
- Optional Equipment

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Standard Equipment

Mechanical

Engine: 6.4L V8 Heavy Duty HEMI (STD)

Transmission: 8-Speed Auto (8HP75-LCV) (STD)

4.10 Axle Ratio (STD)

GVWR: 13,500 lbs (STD)

50 State Emissions

Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler

Manual Transfer Case

Part-Time Four-Wheel Drive

730CCA Maintenance-Free Battery w/Run Down Protection

180 Amp Alternator

102 mph Maximum Speed

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

7020# Maximum Payload

HD Shock Absorbers

Front Anti-Roll Bar and Rear HD Anti-Roll Bar

Hydraulic Power-Assist Steering

52 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Auto Locking Hubs

Multi-Link Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs

Upfitter Switches

Mechanical Limited Slip Differential

Exterior

Wheels: 17" x 6.0" Argent Steel (STD)

Tires: LT235/80R17E BSW All-Season (STD)

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Exterior

Center Hub

Black Front Bumper w/2 Tow Hooks

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Auto On/Off Aero-Composite Daytime Running Headlamps w/Delay-Off

Cab Clearance Lights

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Radio Data System and External Memory Control

Radio: Uconnect 3 w/5" Display

4 Speakers

Integrated Roof Antenna

GPS Antenna Input

Interior

40-20-40 Bench Folding Driver Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest

Driver Seat

Manual Adjust 4-Way Driver Seat

40-20-40 Bench Folding Passenger Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest

Passenger Seat

Manual Adjust 4-Way Front Passenger Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Engine Hour Meter and Trip Odometer

Proximity Key For Push Button Start Only

Cruise Control w/Steering Wheel Controls

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Interior

Manual Air Conditioning

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

2 12V DC Power Outlets

Full Vinyl/Rubber Floor Covering

Integrated Voice Command w/Bluetooth

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Manual 1st Row Windows

Delayed Accessory Power

Systems Monitor

Redundant Digital Speedometer

Analog Appearance

Temperature & Compass Gauge

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

40/20/40 Split Bench Seat

Front Armrest w/Cupholders

Sentry Key Engine Immobilizer

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Safety-Interior

SiriusXM Guardian Emergency Sos

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 100,000

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DD8L64	2022 Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 84" CA 167.5" WB	\$41,340.00

COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ETN	Engine: 6.7L I6 Cummins Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Current Generation Engine Controller, Smart Diesel Exhaust Brake, Supplemental Heater, Distribution Services Tracking, B-20 Bio Diesel Capability, GVWR: 14,000 lbs	\$8,745.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DF2	Transmission: 6-Speed Auto Aisin AS69RC HD -inc: 3.73 Axle Ratio	\$1,000.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2YA	Quick Order Package 2YA Tradesman -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Speed Auto Aisin AS69RC HD, Rear Dome Lamp, Urethane Shift Control, Black Key Fob, Matte Black Grille Surround, Halogen Quad Headlamps, Door Sill Scuff Pads, Glove Box, Map/Courtesy Lamp	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DMF	4.10 Axle Ratio (STD)	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WFU	Wheels: 17" x 6.0" Argent Steel (STD)	\$0.00

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[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

TIRES		
CODE	DESCRIPTION	MSRP
TV2	Tires: LT235/80R17E BSW All-Season (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
PW7	Bright White Clearcoat	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
GVWR		
CODE	DESCRIPTION	MSRP
Z8M	GVWR: 14,000 lbs	Inc.
ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
A61	Tradesman Level 1 Equipment Group -inc: Exterior Mirrors w/Heating Element, Front 1-Touch Down Power Windows, Speed Sensitive Power Locks, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Upgraded Door Trim Panels, Exterior Mirrors Courtesy Lamps, Overhead Console, Remote Keyless Entry, Overhead Cupholder Lamp, Power Black Trailer Tow Mirrors	\$1,045.00
AAU	Safety Group -inc: Trailer Brake Control, Trailer Light Check, Auto High Beam Headlamp Control, Cluster 7.0" TFT Color Display, Rain Sensitive Windshield Wipers, Leather Wrapped Steering Wheel, Adaptive Cruise Control w/Stop, Steering Wheel Mounted Audio Controls, Adaptive Steering System, Full Speed Forward Collision Warning Plus, Lane Keep Assist	\$1,700.00
AHQ	Max Tow Package -inc: 12.0" Dual Wheel Rear Axle, Add 4.10 Axle Ratio	\$695.00
ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
DK3	Electric Shift-On-The-Fly Transfer Case -inc: Center Stack Storage Drawer	\$295.00
LBN	Power Take Off Prep	\$345.00
XHC	Trailer Brake Control -inc: Trailer Light Check	Inc.

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
RSD	SiriusXM Satellite Radio	\$195.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
XAW	Rear Backup Alarm	\$145.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Wide Contract Discount from List Price (Base Price \$ 44,608.00)	(\$8,172.00)
Options Total		\$5,993.00

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Quote Worksheet

	MSRP
Base Price	\$41,340.00
Dest Charge	\$1,695.00
Total Options	\$5,993.00
Subtotal	\$49,028.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$49,028.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$49,028.00

Comments:

Pricing Good For Current Model Year Only Subsequent Model & Option Pricing May Vary

Vehicles Subject to Production by Fiat-Chrysler Automobiles

Production Lead Times Vary by Model & Options are controlled by FCA Group

Standard Color is White Unless Noted Otherwise on PO

Dealer Signature / Date

Customer Signature / Date

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Window Sticker

SUMMARY

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB

MSRP:\$41,340.00

Interior:Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 6.7L I6 Cummins Turbo Diesel

Transmission: 6-Speed Auto Aisin AS69RC HD

OPTIONS

CODE	MODEL	MSRP
DD8L64	[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB	\$41,340.00
OPTIONS		
2YA	Quick Order Package 2YA Tradesman	\$0.00
A61	Tradesman Level 1 Equipment Group	\$1,045.00
AAU	Safety Group	\$1,700.00
AHQ	Max Tow Package	\$695.00
DF2	Transmission: 6-Speed Auto Aisin AS69RC HD	\$1,000.00
DK3	Electric Shift-On-The-Fly Transfer Case	\$295.00
DMF	4.10 Axle Ratio	\$0.00
ETN	Engine: 6.7L I6 Cummins Turbo Diesel	\$8,745.00
LBN	Power Take Off Prep	\$345.00
PW7	Bright White Clearcoat	\$0.00
RSD	SiriusXM Satellite Radio	\$195.00
TV2	Tires: LT235/80R17E BSW All-Season	\$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
WFU	Wheels: 17" x 6.0" Argent Steel	\$0.00
XAW	Rear Backup Alarm	\$145.00
XHC	Trailer Brake Control	Inc.
Z8M	GVWR: 14,000 lbs	Inc.

CUSTOM EQUIPMENT

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SWC

State Wide Contract Discount from List Price (Base Price \$
44,608.00)

(\$8,172.00)

SUBTOTAL

\$47,333.00

Adjustments Total

\$0.00

Destination Charge

\$1,695.00

TOTAL PRICE

\$49,028.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

[Fleet] 2022 Ram 3500 Chassis Cab (DD8L64) Tradesman 4WD Reg Cab 84" CA 167.5" WB ( Complete)

Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

Optional Equipment

ENGINE

CODE	DESCRIPTION	MSRP
ESB	Engine: 6.4L V8 Heavy Duty HEMI (STD)	\$0.00
ETN	Engine: 6.7L I6 Cummins Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Current Generation Engine Controller, Smart Diesel Exhaust Brake, Supplemental Heater, Distribution Services Tracking, B-20 Bio Diesel Capability, GVWR: 14,000 lbs	Inc.

TRANSMISSION

CODE	DESCRIPTION	MSRP
DF2	Transmission: 6-Speed Auto Aisin AS69RC HD -inc: 3.73 Axle Ratio	Inc.
DF3	Transmission: 6-Speed Auto Aisin AS66RC HD -inc: 4.44 Axle Ratio	\$1,000.00
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
27A	Quick Order Package 27A Tradesman -inc: Engine: 6.4L V8 Heavy Duty HEMI, Transmission: 6-Speed Auto Aisin AS66RC HD, Rear Dome Lamp, Black Key Fob, Matte Black Grille Surround, Halogen Quad Headlamps, Door Sill Scuff Pads, Glove Box, Map/Courtesy Lamp, GVWR: 14,000 lbs	\$0.00
2GA	Quick Order Package 2GA Tradesman -inc: Engine: 6.4L V8 Heavy Duty HEMI, Transmission: 8-Speed Auto (8HP75-LCV), Rear Dome Lamp, Black Key Fob, Matte Black Grille Surround, Halogen Quad Headlamps, Door Sill Scuff Pads, Glove Box, Map/Courtesy Lamp	\$0.00
2YA	Quick Order Package 2YA Tradesman -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Speed Auto Aisin AS69RC HD, Rear Dome Lamp, Urethane Shift Control, Black Key Fob, Matte Black Grille Surround, Halogen Quad Headlamps, Door Sill Scuff Pads, Glove Box, Map/Courtesy Lamp	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DME	3.73 Axle Ratio	\$0.00
DMF	4.10 Axle Ratio (STD)	Inc.
DMK	4.44 Axle Ratio	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WD4	Wheels: 17" x 6.0" Steel Chrome Clad	\$0.00
WFG	Wheels: 17" x 6.0" Black Painted Steel -inc: Black Wheel Center Hub	\$200.00

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

WHEELS

CODE	DESCRIPTION	MSRP
WFU	Wheels: 17" x 6.0" Argent Steel (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TSG	Tires: LT235/80R17E Off Road	\$995.00
TV2	Tires: LT235/80R17E BSW All-Season (STD)	\$0.00
TV3	Tires: LT235/80R17E OWL On/Off Road	\$250.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
P06	Green Angel	\$450.00
P12	Bright Red	\$450.00
P18	Dark Brown	\$450.00
P49	Republic Blue Clearcoat	\$450.00
P61	Agriculture Red	\$450.00
P62	Omaha Orange	\$450.00
P63	Yellow	\$450.00
P64	Light Cream	\$450.00
P68	Bright Green	\$450.00
P69	Robin Egg Blue	\$450.00
P71	Construction Yellow	\$450.00
P72	Holland Blue	\$450.00
P73	Tree Green	\$450.00
P74	National Safety Yellow	\$450.00
P81	Power Tan	\$450.00
P83	Utility Orange	\$450.00
PAR	Maximum Steel Metallic Clearcoat	\$200.00
PAU	Granite Crystal Metallic Clearcoat	\$200.00
PB8	Midnight Blue Pearlcoat	\$450.00
PBJ	Hydro Blue Pearlcoat	\$100.00
PFP	Olive Green Pearlcoat	\$100.00

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PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PGC	Light Green	\$450.00
PGW	Timberline Green Pearlcoat	\$450.00
PL1	School Bus Yellow	\$450.00
PPX	Patriot Blue Pearlcoat	\$100.00
PR4	Flame Red Clearcoat	\$0.00
PRV	Delmonico Red Pearlcoat	\$100.00
PSC	Billet Silver Metallic Clearcoat	\$200.00
PW7	Bright White Clearcoat	\$0.00
PX8	Black Clearcoat	\$0.00
PXJ	Diamond Black Crystal Pearlcoat	\$100.00
PYB	Detonator Yellow Clearcoat	\$450.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
V9X8	Diesel Gray/Black, Cloth 40/20/40 Bench Seat	\$295.00
V9X9	Black, Cloth 40/20/40 Bench Seat	\$295.00

GVWR

CODE	DESCRIPTION	MSRP
Z8H	GVWR: 13,500 lbs (STD)	\$0.00
Z8M	GVWR: 14,000 lbs	Inc.

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
A61	Tradesman Level 1 Equipment Group -inc: Exterior Mirrors w/Heating Element, Front 1-Touch Down Power Windows, Speed Sensitive Power Locks, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Upgraded Door Trim Panels, Exterior Mirrors Courtesy Lamps, Overhead Console, Remote Keyless Entry, Overhead Cupholder Lamp, Power Black Trailer Tow Mirrors	Inc.
AAN	Towing Technology Group -inc: backup camera, CHMSL Lamp w/Camera, Mirror-Mounted Aux Reverse Lamps, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors w/Heating Element, Exterior Mirrors Courtesy Lamps, Power Heated Manual Fold Away Mirrors, Mirror Running Lights, Surround View Camera System, Trailer Reverse Guidance, Chrome Nostrils/MIC Black Grille, Power-Adjustable Convex Aux Mirrors	\$1,095.00

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ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
AAU	Safety Group -inc: Trailer Brake Control, Trailer Light Check, Auto High Beam Headlamp Control, Cluster 7.0" TFT Color Display, Rain Sensitive Windshield Wipers, Leather Wrapped Steering Wheel, Adaptive Cruise Control w/Stop, Steering Wheel Mounted Audio Controls, Adaptive Steering System, Full Speed Forward Collision Warning Plus, Lane Keep Assist	\$1,700.00
ACL	DOT Certified Roadside Safety Kit -inc: 3 Reflecting Triangles, Spare Fuses, DOT Fire Extinguisher, 2 Red Vinyl Flags	\$195.00
ADC	Convenience Group -inc: Air Conditioning ATC w/Dual Zone Control, Tinted Acoustic Windshield Glass, Cluster 3.5" TFT Color Display	\$360.00
ADE	Cold Weather Group -inc: Engine Block Heater, MOPAR Winter Front Grille Cover	\$175.00
ADH	Electrical Accessory Group -inc: 220 Amp Alternator	\$345.00
AH2	Ambulance Prep Group -inc: Rear A/C Heater Prep Group	\$1,045.00
AH6	Emergency/Fire/Rescue Special Emissions Package -inc: Dual Alternators Rated At 440 Amps, Rear A/C Heater Prep Group, Voltage Monitoring Auto Idle Up System, Manual DPF Regeneration, Special Emissions-Emergency Vehicle	\$1,195.00
AHD	Heavy Duty Snow Plow Prep Group -inc: Transfer Case Skid Plate Shield	\$395.00
AHQ	Max Tow Package -inc: 12.0" Dual Wheel Rear Axle, Add 4.10 Axle Ratio	\$695.00
AMP	Chrome Appearance Group -inc: Bright Wheel Skins, Chrome Grille Surround, Matte Black Mesh Grille w/Chrome, Wheels: 17" x 6.0" Steel Chrome Clad, Bright Front Bumper	\$1,265.00
AS8	Interior Trim Delete Group -inc: Delete Cab Back Trim Panel, Delete Front Center Seat, Delete Rear Floor Storage Tray *CREDIT*	(\$40.00)
AVF	Tow-Mode Digital Rearview Mirror Package -inc: Digital Rearview Mirror, Wired Tow-Mode/Up-Fit Camera	\$945.00
LBV	Power Take Off Prep - Left Side -inc: Hard Wired Remote Start	\$345.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
BAJ	220 Amp Alternator	\$245.00
DK3	Electric Shift-On-The-Fly Transfer Case -inc: Center Stack Storage Drawer	\$295.00
JJ4	65 mph Maximum Speed	\$95.00
JJ5	70 mph Maximum Speed	\$95.00
JJ9	77 mph Maximum Speed	\$95.00
LBN	Power Take Off Prep	\$345.00
NFA	22 Gallon Midship Fuel Tank	\$125.00
NHK	Engine Block Heater	\$95.00

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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
NLL	52 & 22 Gallon Dual Fuel Tanks	\$695.00
XCL	Engine Shutdown Timer	\$250.00
XEF	Transfer Case Skid Plate Shield	\$145.00
XF5	Dual Alternators Rated At 380 Amps	\$395.00
XF7	Dual Alternators Rated At 440 Amps	\$395.00
XG9	Trailer Tire Pressure Monitoring System	\$150.00
XH7	Wired Tow-Mode/Up-Fit Camera	\$450.00
XHC	Trailer Brake Control -inc: Trailer Light Check	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
GFA	Rear Window Defroster	\$160.00
GFD	Rear Sliding Window	\$295.00
LAY	LED Tail Lamps	\$95.00
LNJ	Front Fog Lamps	\$195.00
LPE	Cargo & CHMSL Lamp	\$95.00
LPF	Mirror-Mounted Aux Reverse Lamps -inc: Exterior Mirrors w/Supplemental Signals, Exterior Mirrors w/Heating Element, Exterior Mirrors Courtesy Lamps, Power Heated Manual Fold Away Mirrors, Mirror Running Lights	\$145.00
MDA	Front License Plate Bracket	\$0.00
MML	Body Color Fender Flares	\$100.00
MRT	Chrome Tubular Side Steps	\$495.00
MRU	MOPAR Black Tubular Side Steps	\$395.00
TBB	Full Size Spare Tire -inc: Jack & Wrench, 17" Steel Spare Wheel	\$395.00
XNR	Manual DPF Regeneration	\$245.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
RSD	SiriusXM Satellite Radio	\$195.00
UBD	Radio: Uconnect 5 W w/8.4" Display -inc: Google Android Auto, SiriusXM Radio Service, Selectable Tire Fill Alert, Bluetooth Handsfree Phone & Audio, SiriusXM Satellite Radio, Tire Fill Alert, Integrated Center Stack Radio, Connectivity - US/Canada, Courtesy Lamps, 4G LTE Wi-Fi Hot Spot, Cluster 3.5" TFT Color Display, 8.4" Touchscreen Display, Apple CarPlay	\$1,195.00

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ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
UBL	Radio: Uconnect 5 Nav w/8.4" Display -inc: Google Android Auto, Off-Road Information Pages, SiriusXM Radio Service, Selectable Tire Fill Alert, Disassociated Touchscreen Display, Tire Fill Alert, HD Radio, Integrated Center Stack Radio, Connectivity - US/Canada, Tinted Acoustic Windshield Glass, Courtesy Lamps, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, Cluster 3.5" TFT Color Display, Connected Travel & Traffic Services, 8.4" Touchscreen Display, Alexa Built-In, Apple CarPlay	\$2,190.00
UBQ	Radio: Uconnect 5 Nav w/12.0" Display -inc: Google Android Auto, Off-Road Information Pages, SiriusXM Radio Service, Selectable Tire Fill Alert, Disassociated Touchscreen Display, Tire Fill Alert, HD Radio, Connectivity - US/Canada, 12.0" Touchscreen Display, Tinted Acoustic Windshield Glass, Courtesy Lamps, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, Connected Travel & Traffic Services, Alexa Built-In, Apple CarPlay	\$3,390.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CGQ	Red Seat Belts	\$75.00
CGT	Driver Air Bag Only *CREDIT*	(\$40.00)
CJT	Delete Front Center Seat *CREDIT*	(\$20.00)
CKE	Floor Covering Carpet -inc: Front Floor Mats	\$150.00
CLY	MOPAR Front Rubber Floor Mats	\$100.00
GRG	Digital Rearview Mirror	\$495.00
GXJ	2 Extra Base Keys	\$125.00
JKV	115V Auxiliary Power Outlet -inc: 400W Inverter	\$150.00
JPE	Power 2-Way Driver Lumbar Adjust	\$95.00
LAW	Tire Fill Alert	\$45.00
LPD	CHMSL Lamp w/Camera	\$345.00
XAA	ParkSense Rear Park Assist System	\$295.00
XAC	ParkView Rear Back-Up Camera	\$495.00
XAG	ParkSense Front/Rear Park Assist System	\$495.00
XAW	Rear Backup Alarm	\$145.00
XBT	Tire Pressure Information System	\$150.00
XCH	2 Additional Key Fobs	\$195.00
XF6	Voltage Monitoring Auto Idle Up System	\$150.00
XN1	Trailer Surround View Camera System	\$995.00
XPN	MOPAR Wired Auxilary Camera -inc: MOPAR Trailer Camera Wiring w/No Camera	\$1,080.00

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
YEP	Manufacturer's Statement of Origin	\$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
---	Destination Surcharge (Hawaii)	\$50.00

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99800A	Ship-Thru: Auto Truck Group - Maple Shade	\$0.00
99801A	Ship-Thru: Auto Truck Group - Bartlett	\$0.00
99802A	Ship-Thru: Auto Truck Group - Fort Wayne	\$0.00
99803A	Ship-Thru: Adrian Steel - Saltillo	\$0.00
99807A	Ship-Thru: Utilimaster	\$0.00
99811A	Ship-Thru: Midway - Saltillo	\$0.00
99814A	Ship-Thru: INLAD Truck & Van - Lombard	\$0.00
99815A	Ship-Thru: OEM - Saltillo	\$0.00
99816A	Ship-Thru: Ranger Design	\$0.00
99818A	Ship-Thru: Reading - Saltillo	\$0.00
99819A	Ship-Thru: Canfield - Warren	\$0.00
99820A	Ship-Thru: Dejana Cargo & Van Body Mfg - Baltimore	\$0.00
99821A	Ship-Thru: NBC - Roseville	\$0.00
99822A	Ship-Thru: Canfield - Dundalk	\$0.00
99823A	Ship-Thru: Ground Effects	\$0.00
99828A	Ship-Thru: INLAD Truck & Van - District Heights	\$0.00
99832A	Ship-Thru: Kerr Industries	\$0.00
99833A	Ship-Thru: Knapheide - Saltillo	\$0.00
99835A	Ship-Thru: Masterack - Saltillo	\$0.00
99836A	Ship-Thru: Knapheide - Flint	\$0.00
99838A	Ship-Thru: ABS Storage Products	\$0.00
99839A	Ship-Thru: Midway - Elkhart	\$0.00
99840A	Ship-Thru: OEM - Dundalk	\$0.00

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Quote: LAKELAND - 3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84 CA - STD. OEM DIESEL

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
99841A	Ship-Thru: Monroe	\$0.00
99846A	Ship-Thru: Dejana Cargo & Van Body Mfg - Saltillo	\$0.00
99847A	Ship-Thru: OEM - Warren	\$0.00
99849A	Ship-Thru: Masterack - Pontiac	\$0.00
99852A	Ship-Thru: Reading - Pontiac	\$0.00
99862A	Ship-Thru: Masterack - Dundalk	\$0.00
99868A	Ship-Thru: Adrian Steel - Baltimore	\$0.00
99869A	Ship-Thru: Auto Truck Group - Saltillo	\$0.00
99870A	Ship-Thru: Knapheide - Baltimore	\$0.00
99875A	Ship-Thru: NBC - Saltillo	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
SWC	State Wide Contract Discount from List Price (Base Price \$ 44,608.00)	(\$8,172.00)

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of a Road Widener Shouldering and Side Paver Attachment from Thompson Machinery. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of a Road Widener Shouldering and Side Paver attachment from Thompson Machinery.

BUDGET IMPACT

The cost of the road widener attachment is \$58,194.12. The product was not bid as Road Widener, LLC is the sole manufacturer of the road widener skid steer attachment and Thompson Machinery is the sole distributor for Road Widener, LLC equipment. The monies for the purchase are budgeted in the Fiscal Year 2022 Street Aid Fund - Heavy Equipment.

DISCUSSION

Approximately 46% of the City's roadways are a rural cross-section, with rock/soil shoulders and roadside ditch drainage systems. Without curb and gutter, these types of roads are subject to edge breakaway when the shoulders are not properly maintained. The Road Widener skid steer attachment is an efficient way to perform shoulder rehabilitation, road widening, asphalt patching, and trench backfilling. The attachment can be used to place gravel, soil or asphalt. The Public Works Department's skid steer is compatible with the Road Widener attachment.

RESOLUTION R-84-2021

A RESOLUTION TO APPROVE THE PURCHASE OF A ROAD WIDENER
SHOULDERING AND SIDE PAVER ATTACHMENT FROM THOMPSON MACHINERY

WHEREAS, the City desires to purchase a road widener shouldering and side paver skid steer attachment; and,

WHEREAS, Road Widener, LLC is the sole manufacturer of the skid steer attachment and Thompson Machinery is the sole distributor for Road Widener equipment; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 Street Aid Fund–Heavy Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to purchase a Road Widener Shouldering and Side Paver attachment from Thompson Machinery in the amount of Fifty-Eight Thousand One Hundred Ninety-Four Dollars and Twelve Cents (58,194.12).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



August 18, 2021

CITY OF LAKELAND
10001 US HWY 70

LAKELAND, TENNESSEE 38002-8068

Road Widener RW-1001001 Mo Right Hand Shouldering Machine with Remote & RW-1004004 Push Plate Shipping Dimensions: 3000# - 8' W x 11' L x 4' H	
---	--

Purchase Price *(plus applicable taxes)*: \$58,194.12

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Tristan Short

Sales Representative
Thompson Machinery



Date: 9/27/2021

To: City of Lakeland Tennessee

RE: Sole Source Letter – Road Widener LLC Skid Steer Attachment

This letter is to state that Road Widener LLC. is the sole manufacturer of Road Widener skid steer attachments, and the sole distributor for Road Widener LLC. equipment in the **State of Tennessee** is with **Thompson Machinery**. Road Widener FH Model, FH-R Model, and Offset Vibe Roller skid steer attachments are, to the best of our knowledge, the only skid steer attachment for the purposes of:

SHOULDERING, ROAD WIDENING, SIDE PAVING, TRENCH BACKFILLING,
ASPHALT PATCHING, AND CURB BACKFILLING, OFFSET ROLLING, OFFSET COMPACTING

For questions or comments, please do not hesitate to communicate with Road Widener LLC. via phone or email.

Thank you,

Todd Dohnal

Road Widener, LLC

514 Wells St., Suite 1W

Delafield, WI 53018

(844) 494-3363

804-387-3524



ROAD WIDENER LLC. FH and FH-R ATTACHMENT SPECIFICATIONS

GENERAL	The purpose of these specifications is to describe a road widening, shouldering, aggregate dispersing, skid steer attachment. The specified attachment can be used for the following applications: hot asphalt, shouldering, road widening, trench backfill, curb backfill
ATTACH	The Road Widener FH will attach to any make or model skid steer loader or track loader via the quick connect coupler.
OPERATING CONTROLS	
FH Model:	Joystick operation is located on the control panel of the box. Joysticks will control shoe extension, shoe angle adjustment (+/- 7 degrees) and turn on /off the belt. Also on the control panel is a turn knob to control the speed of the belt. The movement of the belt can be controlled from within the cabin of the machine operating the Road Widener.
FH-R Model:	Wireless remote-control system can be mounted in the skid steer or carried alongside the skid steer to control the hydraulic functions of the Road Widener attachment. The remote will control shoe extension, shoe angle adjustment (+/- 7 degrees), turn on /off the belt, control speed of the belt, and control the direction of the belt.
HYDRAULIC	All hydraulic functions operate via a standard flow hydraulic connection.
STEERING	The attachment is pushed on heavy duty steering castors. The castors have 360-degree turn-ability.
FRAME	2"x4" heavy structural tube steel.
WEIGHT	The weight of the attachment excluding optional equipment shall be a minimum of 2,950 pounds.
OVERALL LENGTH	10'4"
OVERALL WIDTH	8'4"
OVERALL HIGHT	4'3"
MANUALS	An operation manual will be sent electronically via email. The manual includes parts and service.
WARRANT	Manufacturer warrants each attachment for 1 year against all manufacturer defects.
OPTIONAL EQUIPMENT	
Push Plate	Steel push plate can be attached between the two sets of rollers. The purpose of the push plate is to help push a truck that has a pintle hitch.
Curb Backfill Attachment	The attachment is made to provide backfill and strike off up and over a curb.



SHOULDERING AND SIDE PAVER ATTACHMENT

PATENTED TECHNOLOGY

FH-R MODELS

SINGLE AND DUAL DISCHARGE
WITH REMOTE

FH MODELS

SINGLE AND DUAL DISCHARGE

Lays down any and all aggregates

Connects to any machine

*Ideal for Shouldering, Asphalt
Patching, Trench Backfilling, Road
Widening, Curb Backfilling*



1-844-494-3363 | Sales@RoadWidenerLLC.com

www.RoadWidenerLLC.com

"More Flexible. More Portable. More Profitable."

A Must-Have for Efficiency and Productivity

Patented Road Widener attachments are essential for state and municipal highway departments, road and highway contractors, utility contractors, and landscapers seeking greater operating efficiency and productivity in aggregate dispersal. Applications include shoulder rehabilitation, road widening, asphalt patching, trench backfilling, and other aggregate dispersal applications.

Road Widener LLC. manufactures the most flexible and portable road wideners on the market. They offer the best cost/ton ratio when compared to traditional methods of laying aggregate, or large road wideners. Road Widener attachments are applicable for both skid steers and larger machines.



All attachments are equipped with a heat-treated belt, creating a versatile machine that can lay down any material, including hot mixes.



Road Widener attachments are designed to connect via a quick-connect coupler; however, with an adapter we can be added to any machine.



"Mill and fill" has never been easier.

FH and FH-R attachments are available as either a single discharge or a dual discharge. Single discharge attachments are available in either a left or a right discharge.

FH models feature spool valve controls on the machine that control the lay-down width and slope. FH-R models have taken the controls off of the machine and put them in the palm of an operator's hand via a wireless remote control.

All Road Widener attachments are designed to fit on any machine and are capable of laying down any material, making them the most versatile lay-down solution on the market.

With the optional shoe extension kit, you can extend the shoe an additional 1 foot. If a greater extension is required, contact Road Widener.



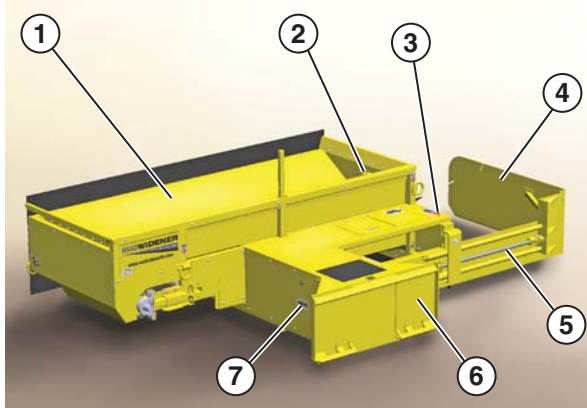
The optional curb backfilling attachment allows operators to backfill parallel to the curb rather than working against the curb.



Trench backfilling with the FH Model.

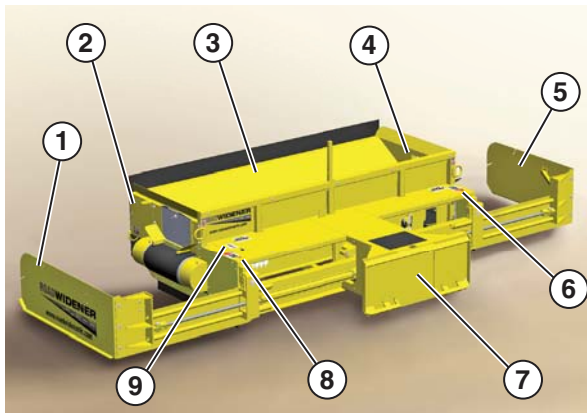


Rollers are adjustable to accommodate various truck axles.



Equipment Single Discharge

- 1. Hopper
- 2. Discharge Opening
- 3. LED Light
- 4. Shoe
- 5. Adjustable Slope Angle
- 6. Universal Mounting Pad
- 7. Remote Storage



Equipment Dual Discharge

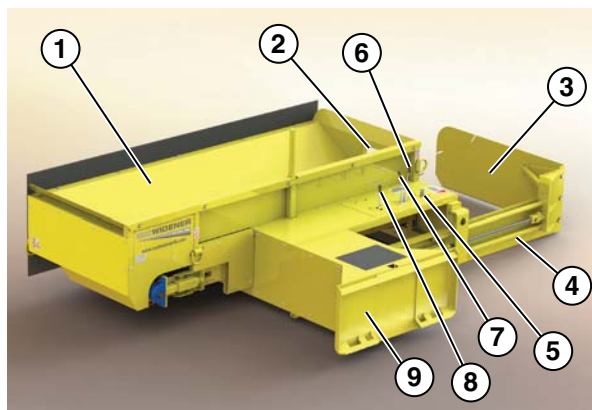
- 1. Left Shoe
- 2. Left Side Discharge
- 3. Hopper
- 4. Right Side Discharge
- 5. Right Shoe
- 6. Right Side LED
- 7. Universal Mounting Pad
- 8. Left Side LED
- 9. Remote Storage

Specifications

	Single Discharge	Dual Discharge
Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
Empty Weight	2,900 lb (1,315 kg)	3,400 lb (1,542 kg)
Overall Width shoe extended	161 in. (409 cm)	210 in. (533 cm)
Overall Width shoe retracted	125 in. (317 cm)	138 in. (350 cm)
Overall Height	51 in. (130 cm)	51 in. (130 cm)
Overall Length	98 in. (249 cm)	98 in. (249 cm)
Height to Clear Push Roller	21 in. (53 cm)	21 in. (53 cm)
Conveyor Belt Length and Width (head to tail stock center length)	8 ft. (2.4 m) x 20 in. (508 mm)	9.5 ft. (2.9 m) x 21 in. (533 mm)
Power Requirements	12 Volt / 15 Amp	12 Volt / 15 Amp

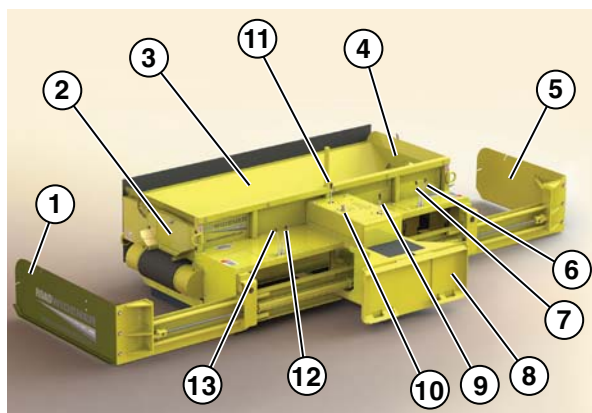


Remote control



Equipment Single Discharge

- | | |
|----------------------------|---------------------------|
| 1. Hopper | 6. Shoe In/Out Lever |
| 2. Discharge Opening | 7. Slope Up/Down Lever |
| 3. Shoe | 8. Belt On/Off Lever |
| 4. Adjustable Slope Angle | 9. Universal Mounting Pad |
| 5. Belt Speed Control Knob | |



Equipment Dual Discharge

- | | |
|------------------------------|----------------------------------|
| 1. Left Shoe | 8. Universal Mounting Pad |
| 2. Left Side Discharge | 9. Belt On/Off Lever |
| 3. Hopper | 10. Belt Speed Control |
| 4. Right Side Discharge | 11. Shoe Selection Control Lever |
| 5. Right Shoe | 12. Left Shoe In/Out Lever |
| 6. Right Shoe In/Out Lever | 13. Left Slope Up/Down Lever |
| 7. Right Slope Up/Down Lever | |

Specifications

	Single Discharge	Dual Discharge
Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
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Conveyor Belt Length and Width (head to tail stock center length)	8 ft. (2.4 m) x 20 in. (508 mm)	9.5 ft. (2.9 m) x 21 in. (533 mm)



Additional roller extensions



Pintle hitch push plate



Curbing attachment



Shoe extension

Benefits and Features

While the Road Widener skid steer attachment is smaller than traditional road wideners, it is big on benefits, efficiency and features.

- On FH-R models all functions are controlled by remote control
- Easily maneuvered around guardrails, sign posts, mailbox posts and other obstructions
- Transported on common-width trailers pulled by a pick-up truck
- Precise operator control over flow and placement of material
- Disperses a 20-ton load of aggregate in minutes
- Left- or right-hand material dispersal
- Works with any make of skid steer or compact track loader with an attachment plate
- Adaptable to wheel loaders and graders, inquire with a dealer or call us!
- Wheel-turning extensions available to fit all types of dump trucks
- Low operating cost
- 360-degree steerable front end
- Ability to easily disperse gravel, asphalt (includes asphalt-ready heat-treated belt) and topsoil
- Can be used for trench repairs
- Durable and reliable to give you years of service

Dealer Information

Road Widener LLC products are available through our extensive dealer network. We continue to expand our dealer network both domestically and internationally. Please contact us to learn more about dealers in your area or about becoming a dealer.



Made in America



Road Widener LLC

Contact Us: 844-4WIDENER (844-494-3363)

sales@roadwidenerllc.com

www.roadwidenerllc.com



Made in the USA.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of a 24" Planer Skid Steer Attachment from Williams Equipment through State of Tennessee Contract# 50630.
Sponsored by Emily Harrell

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of a 24" Planer Skid Steer Attachment from Williams Equipment through State of Tennessee Contract #50630

BUDGET IMPACT

The asphalt planer is available through State of Tennessee Contract #50630. The cost of the planer is \$22,165.00. The monies are budgeted in the Fiscal Year 2022 Street Aid Fund - New Capital Light Equipment.

DISCUSSION

The Public Works Department conducts two types of street repairs; asphalt failures and base failures. The asphalt failures require only the removal and replacement of the crumbling asphalt as opposed to base failure repair which requires overexcavating the roadway. The asphalt planer attachment will be used for asphalt repairs. The poor asphalt will be milled and transferred into the hopper to create a clean, straight patch to place the new asphalt. The City's Public Works Department will be able to make asphalt repairs more efficiently and free the mini excavator for base failure repairs.

RESOLUTION R-85-2021

A RESOLUTION TO APPROVE THE PURCHASE OF A 24" PLANER SKID STEER
ATTACHMENT FROM WILLIAMS EQUIPMENT THROUGH STATE OF TENNESSEE
CONTRACT #50630

WHEREAS, the City desires to purchase an asphalt planer skid steer attachment; and,

WHEREAS, the attachment is available from Williams Equipment through State of Tennessee Contract #50630; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 Street Aid Fund–New Capital Light Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to purchase a 24" Planer Skid Steer attachment in the amount of Twenty-Two Thousand One Hundred Sixty-Five Dollars (\$22,165.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Product Quotation

Quotation Number: 35957D035994

Date: 2021-01-08 13:39:43

Ship to	Bobcat Dealer	Bill To
CITY OF LAKELAND 10001 HWY 70 LAKELAND, TN 38002 Phone: (901) 267-9007	Williams Equipment & Supply Co,Memphis,TN 3655 AMERICAN WAY MEMPHIS TN 38118 Phone: (901) 366-9195 Fax: (901) 432-2317 ----- Contact: Sam Watson Phone: (901) 366-9195 Fax: 901-432-2339 Cellular: (901) 326-6429 E Mail: swatson@williamsequipment.com	CITY OF LAKELAND 10001 HWY 70 LAKELAND, TN 38002 Phone: (901) 267-9007

Description	Part No	Qty	Price Ea.	Total
24" Planer, High Flow	M7017	1	\$17,298.00	\$17,298.00
--- Drum 24 Fastcut	M7017-R01-C04	1	\$4,467.00	\$4,467.00
--- Nozzle Spray Kit for Water Kit	7113709	1	\$487.00	\$487.00
--- Quick-Tach Water Kit	6813816	1	\$1,859.00	\$1,859.00
--- Guide Rod Kit, 24" Planers	6905199	1	\$419.00	\$419.00
--- Hydraulic Oscillation Kit	7195012	1	\$1,617.00	\$1,617.00
--- Planer Wheel Kit	6905612	1	\$399.00	\$399.00
--- Weight Kit	7189709	1	\$851.00	\$851.00

Total of Items Quoted		\$27,397.00
Discount	STATE CONTRACT DISCOUNT CONTRACT # 00000000000000000000000050630	(\$5,232.00)
Quote Total - US dollars		\$22,165.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of a SaltDogg Salt Spreader and Snowdogg Snow Plow from Stringfellow, Inc through Sourcewell Contract #080818BPC. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of a SaltDogg Salt Spreader and Snowdogg Snow Plow from Stringfellow, Inc. through Sourcewell Contract #080818BPC

BUDGET IMPACT

The salt spreader and snow plow are available through Sourcewell's competitive pricing program. The cost of the salt spreader, plow and swaploader frame is \$22,766.70. The monies are budgeted in the Fiscal Year 2022 Street Aid Fund - New Capital Light Equipment.

DISCUSSION

The City of Lakeland currently has one salt spreader and one small snow plow in its snow and ice control fleet. In an effort to increase our response during freezing conditions, the Public Works Department proposes to add a second salt spreader which will attach to our F550 Swaploader Truck. The snow plow will attach to the front of the F550 to remove any snow or slush accumulation while spreading the salt/sand mixture.

RESOLUTION R-86-2021

A RESOLUTION TO APPROVE THE PURCHASE OF A SALTDogg SALT
SPREADER AND SNOWDogg SNOW PLOW FROM STRINGFELLOW, INC
THROUGH SOURCEWELL CONTRACT #080818BPC

WHEREAS, the City desires to purchase salt spreader and snow plow; and,

WHEREAS, the equipment is available from Stringfellow, Inc. through Sourcewell
Contract #080818BPC; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 Street Aid Fund–
New Capital Light Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to
purchase a SaltDogg Salt Spreader and SnowDogg Snow Plow in the amount of
Twenty-Two Thousand Seven Hundred Sixty-Six Dollars and Seventy Cents
(\$22,766.70).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this
14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



STRINGFELLOW

INC.

www.stringfellow.bz

QUOTATION

To: Daniel Lovett, Public Works

From: Eddie Yaun, 901-413-4455

Company: City of Lakeland, TN

Date: August 26, 2021

Phone: 901-867-5418

Subject: Salt Spreader and Snow Plow

DESCRIPTION	PRICE
1- Buyers Salt Spreader Includes 10 ft. Salt Spreader Installed, 4.5 Cu. Yd., 304 Stainless Steel-Electric. Plus, spreader cab controller installed in customer's current Ford F-550 chassis. Also, an "A" Sub-Frame, steel, welded to the underneath side of the spreader in order for it to operate on your current Swaploader. 1- Buyers Snow Plow-Snowdogg, Model HD2/EX2 Includes Installation on customer supplied Ford F-550, Mounting assembly, Installed Lift frame, and Moldboard Assembly, G2. Light Kit-Pair, LED, and Headlight adapter kit.	\$20,266.70
Non-Sourcewell Contract Item A-Frame w/Sub Frame, steel, welded to the underneath side of the spreader in order for it to operate on City's current Swaploader SL-105.	\$2,500.00
Literature and Warranty attached.	
Sourcewell Pricing (formerly NJPA)	
Contract # 080818BPC	
City of Lakeland Membership #118905	
TOTAL:	\$22,766.70

From the Desk of:
Eddie Yaun
West TN Sales
Stringfellow, Inc.
1661 International Place Drive
Suite 400
Memphis, TN 38120
PHONE: 901-413-4455
TOLL FREE: 1-800-832-4404
eddiey@stringfellow.bz



SALTDogg® 3.5-5 CUBIC YARD ELECTRIC CONVEYOR CHAIN SPREADER



Designed for dump bodies and flatbeds with a minimum 17,500 or 15,000 lb GVW (depending on model).

Available with 96 in., 108 in., or 120 in. hoppers with a capacity from 3.5 to 5 cubic yards.

Powered by two independent electric motors for conveyor and spinner.

Spreads bulk salt, bulk sand, or a 50/50 salt/sand mix.

In-cab controls with independent variable speeds for the conveyor and spinner.

18 in. poly spinner broadcasts up to 30 ft, using a regular or extended chute.

Versatile 14-1/2 in. chain conveyor drive with a stainless steel inverted V to improve flow and reduce stress on the drive line.

Two chute baffles allow you to adjust the spread pattern to your use.

High quality, 304 stainless steel construction for optimum corrosion resistance.

Stainless steel inverted V improves flow and reduce stress on the drive line.

Four hinged top screen with 1/4 in. bars included.

Made in the USA.

Buyers Products SaltDogg 3.5-5 Cubic Yard Electric Conveyor Chain Spreader gives contractors and municipalities a heavy duty electric spreader ready for commercial use. The 96 in., 108 in., or 120 in. hoppers are designed for dump bodies and flatbeds with a minimum 17,500 or 15,000 lb GVW (gross vehicle weight) chassis (depending on model chosen). It works with bulk salt, bulk sand, or a 50/50 salt/sand mix.

The spreader strikes a balance between the convenience and value of an electric spreader and the robust volume traditionally found in gas and hydraulic models. Its hopper and fully welded frame are made from high quality 304 stainless steel for long lasting corrosion protection. The hopper comes outfitted with a top screen to help break up clumps of material during loading.

The spreader is equipped with a steel pintle chain conveyor that features a stainless steel inverted V to reduce stress on the drive line and improve flow. The high-flow conveyor is 14-1/2 in. wide with 1/4 in. crossbars and a stainless steel floor. An adjustable feedgate with lock pin offers additional material flow control.

The spinner is powered by a 1/2 HP, 12V motor, and the conveyor chain is powered by a 3/4 HP, 12V motor. The spreader's 18 in. poly spinner casts material 2 ft to 30 ft. The spreader is available with a regular or extended chute. Two adjustable baffles allow you to cater the spread pattern to your use. The chute and spinner assembly flips up or detaches completely, tool-free, for convenient bulk unload, easy servicing, and access to towing. The spreader is controlled by a heavy duty in-cab controller with independent variable speeds for the conveyor and spinner. It also comes outfitted with four hinged-top screens with 1/4 in. bars.

Product Common Use: Snow and Ice Control, Road and Lot Maintenance



SaltDogg™ 4.5 Cubic Yard Electric Motor Stainless Steel Mid-Size Hopper Spreader

Buyers Products SaltDogg 3.5-5 Cubic Yard Electric Conveyor Chain Spreader is a heavy duty electric spreader ready for commercial use.

- Designed for dump bodies and flatbeds with a minimum 17,500 or 15,000 lb GVW (depending on model).
- Available with 96 in., 108 in., or 120 in. hoppers with a capacity from 3.5 to 5 cubic yards.
- Powered by two independent electric motors for conveyor and spinner.
- Spreads bulk salt, bulk sand, or a 50/50 salt/sand mix.
- In-cab controls with independent variable speeds for the conveyor and spinner.
- 18 in. poly spinner broadcasts up to 30 ft, using a regular or extended chute.
- Versatile 14-1/2 in. chain conveyor drive with a stainless steel inverted V to improve flow and reduce stress on the drive line.
- Two chute baffles allow you to adjust the spread pattern to your use.
- High quality, 304 stainless steel construction for optimum corrosion resistance.
- Stainless steel inverted V improves flow and reduce stress on the drive line.
- Four hinged top screen with 1/4 in. bars included.
- Made in the USA.

Specifications

Capacity	4.50 yd ³	Chute Primary Material	304 Stainless Steel
ChuteStandardAdjustableExtended	Adjustable Height	Controller Type	High Current Variable Speed

Specifications continued:

Drive Motor Horse Power	.75 HP	Drive Type	Electric
Feed Mechanism	Conveyor Chain	Feed Mechanism2	14 1/2 in. Pintle Chain with 1/4in. Bars
Hopper Length	120.00"	Hopper Material	304 Stainless Steel
Hopper Width	70.00"	Included Cover	N
Number of Motors	2	Overall Height	45.50"
Overall Length	138.90"	Overall Width (at top)	70.00"
Spinner Diameter	18.00"	Spinner Material	Polyurethane
Spreading Width Range	4 To 30'	System Voltage	12 VDC
Top Screen	Yes	Vehicle Application	Dump Bodies & Flat Beds
Vibrator Included?	No	Works with Bagged #1 Rock Salt	Yes
Works with Bulk Salt	Yes	Works with Bulk Sand	Yes
Works with Salt / Sand Mix	Yes	Shipping Weight	1560 lb



SnowDogg™ TE90 II Moldboard

Buyers Part Number: 16020342

The SnowDogg™ TE 90 II/SKTE90 Moldboard pairs with other series components to create a full snow plow.



Specifications

Additional Structural Support	2 in. Cross Tube	Blade Attack Angle	70°
Blade Height	31"	Blade Width	108"
Cutting Edge Height	6"	Cutting Edge Material	1080 Steel
Cutting Edge Thickness	0.500"	Deflector	Formed HDPE
Finish	Powder Coat with Primer	Markers	Orange Wire Reinforced
Moldboard Material	304 Stainless Steel	Moldboard Pivot Angle	+/-30°
Moldboard Thickness	.105"	Plowing Width at Angle	93.5
Shoes	Standard	Support Ribs	8
Trip Adjustment	Eye Bolt	Trip Springs	4
Trip Type	Trip Edge	Shipping Weight	620 lb



SnowDogg® HDII/EXII Series Liftframe (Pre-2020)

Buyers Part Number: 1601100#6

The SnowDogg HDII/EXII Series Liftframe pairs with other components to create a full snow plow.

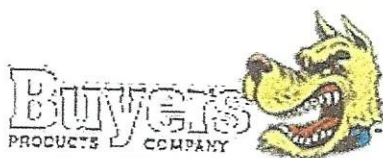


Specifications

A-frame Construction	Tubular	Angle Cylinder Action	Single Acting
Angle Cylinder Size	1-1/2 x 12"	Angling Relief Pressure	3000 PSI
Attachment System	QuickMount II™	Chain	Grade 70 5/16 Transport Chain
Connector Features	Overmolded w/Beryllium Copper Spring Cage Pins	Control Harness Features	4 Ga
Controller Type	NEW Ergonomic Handheld Controller	Hydraulic Power Unit Construction	Integrated Block Design w/SAE Cartridge Valves
Hydraulic Hose	SAE 100R17-6	Hydraulic Power Unit HP	2.0 HP

Specifications continued:

Lift Cylinder Size	2 x 8"	Lift Mechanism	Chain Lift
	Headlamp		
	Rated		
Light Electrical Connection	Replaceable	Pivot Bolt	1.125"
	Micro-ISO		
	Relays		
Plow Light	Dual Bulb	Plow Light Mount	Dual Stud
	Halogen		
System Working Pressure	1850 PSI	Shipping Weight	492.005 lb



WARRANTY INFORMATION

LED Lighting

1-YEAR

Buyers Products Company warranties all LED Strip Lights, Rotating Beacons, and Incandescent products to the original owner against defects in workmanship and material for a period of one (1) year from the date of purchase unless otherwise specified.

5-YEAR

Buyers Products Company warranties all LED Strobe and LED Work Light products to the original owner against defects in workmanship and material for a period of five (5) years from the date of purchase unless otherwise specified.

LIMITED LIFETIME

Buyers Products Company warranties all DOT LED Lighting products to the original owner against defects in workmanship and material for the lifetime of the product unless otherwise specified.

Buyers Products must review each warranty claim and reserves the right to offer a refund for the original sale price of the product or replace the defective light. The one (1) year warranty is non-transferable, applies to the original owner, and is subject to the following terms and conditions. The warranty will be void in cases of misuse, severe abuse, and failure to properly install the light. Breakage of the lens or housing, corrosion at the plug, wire wicking, voltage spikes, and product failure caused by road chemicals and acid type washes are not warrantable claims. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

SnowDogg Plows

Warranty Coverage:

Buyers Products Company warrants to the original purchaser of a Buyers Products SnowDogg® brand snowplow that they will be free from defects in materials and workmanship for a period of two (2) years after the date of original purchase. Buyers Products warrants accessories, service parts, and components purchased separately to be free of defects in materials and workmanship for a period of one (1) year after date of original purchase.

These warranties are exclusive and in lieu of all other express and, except to the extent prohibited by applicable law, all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are limited in duration to the duration of this warranty.

Buyers Product's Liability is expressly limited to repair or replacement of defective parts. Buyers Products shall not be liable for consequential, incidental or contingent damages whatsoever, even if damages are caused by the negligence or fault of Buyers Products. This warranty gives you specific legal rights. Additional purchaser's rights may vary from state to state.

WHAT IS NOT COVERED

The warranty does not apply to:

- Parts not furnished by Buyers Products or damage resulting from same.
- Parts modified without authorization or damage resulting from same.
- Expendable parts (cutting edges, fluids, etc.).
- Damage resulting from failure to install, maintain or operate the product per the owner's manual, installation instructions, or application guides.
- Damage to vehicle and/or frame of vehicle resulting from plow attachment.

WARRANTY PROCEDURE

If any part is proven to be defective within that warranty period, Buyers Products will, at its sole discretion, repair or replace said part at its expense FOB Cleveland, OH. Labor will be credited to authorized dealers as determined by published rate charts.

Buyers Products obligation shall be limited to such repair or replacement and shall be further contingent on Buyers Products receiving written notice of the alleged defect and proof of original purchase within ten (10) days of its discovery as well as the return of the allegedly defective part to Buyers Products. To obtain service, the purchaser must return the defective snowplow to an authorized SnowDogg Dealer with proof of purchase and applicable maintenance records. All transportation costs to and from the dealer will be the responsibility of the purchaser. SnowDogg® dealers may be located using the [Where to Buy](#) location finder.

Buyers Products 9049 Tyler Blvd. Mentor, OH 44060 Contact Your Dealer for Service and [Technical Support](#)

SaltDogg Spreaders

Warranty Coverage:

Buyers Products Company warrants all parts of the product to be free from defects in material and workmanship for a period of one (1) year. All SHPE Poly Spreaders are warranted for two (2) years. Parts must be properly installed and used under normal conditions. Normal wear is excluded. Any part, which has been altered, including modifications, misuse, accident, or lack of maintenance will not be considered under this warranty.

The sole responsibility of Buyers Products Company under this warranty is limited to repairing or replacing any part(s), which are returned, prepaid, 30 days after such defect is discovered, and returned part(s) are found to be defective by Buyers Products Company.

Authorization from Buyers Products Company must be obtained before returning any part. The following information must accompany defective parts returned to Buyers Products Company: RMA #, spreader model, serial number, date installed, and distributor from whom purchased.

Buyers Products Company shall not be liable for damage arising out of failure of any unit to operate properly, or failure, or delay in work, or for any consequential damages. No charges for transportation or labor performed on any part will be allowed under this warranty.

ScoopDogg Pushers

Limited 10 Year Warranty:

Buyers Products Company warrants all Scoop Dogg Snow Pushers to be free of defects in material & workmanship for a term of 10 years from the purchase date. Terms, conditions and exceptions are listed below:

Buyers Products solely reserves the right to determine and/or authorize repair or return under all terms of a warranty claim. All returns and/ or warranty work must receive PRIOR approval from Buyers Products Company to be eligible for compensation.

Warranty registration must be completed online within 30 days of purchase. Registration information must be complete and accurate to activate warranty. Failure to properly register may result in voiding all warranty claims.

All shipping and handling charges related to a return / warranty claim are the sole responsibility of the owner. Any returned pusher must be received as FOB Buyers Products Facility.

Warranty is in place for original owner (purchaser) listed on warranty registration. Transfer of ownership to any other party will void warranty. Owner should maintain all sales receipts and information in order to verify original ownership.

Failure to reasonably maintain the equipment during the warranty period may result in claim denial. For instance, properly maintaining finished surfaces in order to adequately seal all bare metal.

Exceptions to Warranty:

All Wear Parts (including): Wear Shoes, Paint, Hardware, Cutting Edges, etc.

Any unauthorized non-factory alteration or repair to any component or pusher unit.

Any and all damage as a result of Operator Error, Accidental Impact, Negligence or Misuse.

Buyers Products Company does not warrant this product for any use other than its intended / advertised function. Buyers Products Company will not assume any liability for property damage or personal injury that may occur as a result of the use of the product.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve network and security improvements by Central Technologies, Inc. for the Public Works Maintenance Building. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve network and security improvements by Central Technologies, Inc. for the Public Works Maintenance Building.

BUDGET IMPACT

Central Technologies provided the City with pricing for network and security improvements through the TIPS cooperative purchasing contract #200105. The total cost for network and security improvements at the new Public Works Maintenance Building is \$32,442.32. The monies are budgeted in the Fiscal Year 2022 Street Aid Fund - Building Improvements.

DISCUSSION

The new Public Works Maintenance Building will be complete by the end of October. The City's network and security contractor, Central Technologies, will install the network cables and devices for the office and shop as well as door access card readers and security cameras.

RESOLUTION 87-2021

A RESOLUTION APPROVING NETWORK AND SECURITY IMPROVEMENTS BY
CENTRAL TECHNOLOGIES, INC. FOR THE PUBLIC WORKS MAINTENANCE
BUILDING

WHEREAS, the City desires to have network and security improvements to its new Public Works Maintenance Building; and,

WHEREAS, Central Technologies provides pricing through the TIPS cooperative purchasing program contract #200105; and,

WHEREAS, Funding will be appropriated from the Fiscal Year 2022 Street Aid Fund – Building Improvements

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to approve network and security improvements by Central Technologies, Inc. for the Public Works Maintenance Building in the amount of Thirty-Two Thousand Four Hundred Forty-Two Dollars and Thirty-Two Cents (\$32,442.32).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



We have prepared a quote for you

Maintenance Bldg project / 48p option

Quote # 007674

Version 1

Prepared for:

City of Lakeland Tennessee

Josh Thompson

jthompson@lakelandtn.org

Networking

Description		Price	Qty	Ext. Price
AP305C-FCC	Aerohive - ExtremeCloud IQ: Indoor WiFi6 AP 2x2 Ra	\$277.50	1	\$277.50
AP460C-FCC	Extreme Networks ExtremeWireless AP460C 802.11ax 4	\$600.00	1	\$600.00
AH-ACC-BKT-ASM	Aerohive Mounting Bracket for Wireless Access	\$23.50	1	\$23.50
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - Extreme - 5 yrs	\$375.00	2	\$750.00
16535	X440-G2-48p-10GE4	\$3,293.42	1	\$3,293.42
16542	Dual 10GbE Upgrade License - VOUCHER	\$388.50	1	\$388.50
5601313-U1	Power Cord 13A NEMA 5-15P C13	\$0.00	1	\$0.00
10301-ENC	Extreme Compatible 10301 - Functionally Identical	\$440.00	2	\$880.00
SWITCH INSTALLATION	SWITCH INSTALLATION	\$300.00	1	\$300.00
SMART750RM1U	Tripp Lite UPS Smart 750VA 600W Rackmount AVR 120V Pure Sign Wave USB DB9 SNMP 1URM - 750VA/600W - 4.9 Minute Full Load - 6 x NEMA 5-15R	\$550.00	1	\$550.00
UPS INSTALLATION	UPS INSTALLATION	\$100.00	1	\$100.00
CAT6DROP- WHITE	CAT6 DROP - WHITE	\$180.00	2	\$360.00
CAT6DROP-BLUE	CAT6 DROP - BLUE	\$180.00	4	\$720.00
ACCESS POINT INSTALLATION	ACCESS POINT INSTALLATION	\$50.00	2	\$100.00
ACCESS POINT CAT6 DROP - YELLOW	ACCESS POINT CAT6 DROP - YELLOW	\$255.00	2	\$510.00
SRW10US	Tripp Lite 10U Wall Mount Rack Enclosure Server Cabinet Hinged w/ Door & Sides - 19" 10U Wall Mounted	\$550.00	1	\$550.00
RACK INSTALLATION	NETWORK RACK INSTALLATION	\$150.00	1	\$150.00

Networking

Description	Price	Qty	Ext. Price
FIBER DROP-10G FIBER DROP-10G MM 6 STRAND INDOOR/OUTDOOR MM 6 STRAND INDOOR/OUTDOOR	\$2,600.00	1	\$2,600.00

Subtotal: \$12,152.92

VOIP

Description	Price	Qty	Ext. Price
SIP-T41S SIP-T41S is a feature-rich sip phone for business. 6-Line IP	\$96.00	1	\$96.00
LABORCB Provision Phone	\$65.00	1	\$65.00

Subtotal: \$161.00

Cameras

Description	Price	Qty	Ext. Price
24C-H4A-3MH-270 3x 8 MP, WDR,LightCatcher, 4mm, Camera Only	\$1,638.00	4	\$6,552.00
H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO	\$124.80	4	\$499.20
H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	\$124.80	4	\$499.20
H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	\$257.40	4	\$1,029.60
IRPTZ-MNT-WALL1 Pedant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$74.10	4	\$296.40
H4-MT-CRNR1 Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	\$70.20	4	\$280.80
POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W, North American power cord included. May also be used in European Union, Japan, Australia, New Z	\$117.00	4	\$468.00
12.0W-H5A-FE-DO1 12.0 MP, Fisheye Dome Camera, Day/Night, WDR, 1.6mm f/2.0, N	\$858.00	1	\$858.00
H5A-FE-MT-NPTA1 NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO)	\$46.80	1	\$46.80

Cameras

Description	Price	Qty	Ext. Price
ACC7-ENT ACC 7 Enterprise Edition camera license	\$226.20	5	\$1,131.00
CAMERA INSTALL CAMERA INSTALL - INDOOR - INCLUDING DATA DROP - INDOOR - INCLUDING DATA DROP	\$350.00	1	\$350.00
CAMERA INSTALL CAMERA INSTALL - OUTDOOR - INCLUDING DATA DROP - OUTDOOR - INCLUDING DATA DROP	\$455.00	4	\$1,820.00
LIFT RENTAL LIFT RENTAL	\$750.00	1	\$750.00

Subtotal: \$14,581.00

Access Control

Description	Price	Qty	Ext. Price
AC-MER-CONT-LP1501 Intelligent Controller, Linux Based with 1 door, 2 inputs and 2 outputs, PoE+ Support, expandable up to 17 doors. (Mercury Part #: LP1501)	\$578.00	2	\$1,156.00
AC-LSP-PS-MCLASS-E5M E5 enclosure size 8.5W x 11H x 3D with Mercury/LNL hole mount pattern Fits up to Mercury 1501 or Mr51e Controllers(LifeSafety Power P	\$122.00	2	\$244.00
1006CLB12/24D6 30 HES 1006C complete electric strike with HM and AD	\$330.00	2	\$660.00
AC-ING-READ-APTQ-SNG-MT15 Schlage (formerly aptiQâ„„ç) Multi-Technology - Single Gang Reader (Allegion Part Number: MT15)	\$263.70	2	\$527.40
LABORCB Installation of Door Hardware, Wire around door and Controllers	\$65.00	40	\$2,600.00
CAT6DROP-WHITE CAT6 DROP - WHITE	\$180.00	2	\$360.00

Subtotal: \$5,547.40



Purchasing Vehicle

Description		Qty
TIPS-USA CONTRACT - 200105	TIPS-USA CONTRACT - 200105 - Technology Solutions	1

Statement of Work

Tab- Networking

- Qty 1- Extreme outdoor AP (inside Warehouse)
 - - mount- surface
 - - install
- Qty 1- Extreme indoor AP (Maintenance Office)
 - Drop ceiling mount
 - install
- Qty 1- 440 G2 Switch- 10Gb- 48 port POE+
 - Switch install
- Qty 1 - UPS- 1- 750 APC
 - UPS install
- Qty 1- Tripp Lite Cabinet- locking wall mount 10U
 - install
- Data drops-
 - Qty 2 voip,
 - Qty 2 AP,
 - Qty 4 data,
- Fiber drop- 10Gb--- about 150-200 ft... underground.... Customer will provide conduit and trench...

Tab- VOIP

- Qty 1- phone (like previous ones- Yealink)

Tab Cameras

- Qty 4- 3 way- 3x8
 - Corner pendant mount
 - Outdoor Install with Cat 6
- Qty 1- NEW* H5 Fisheye- 12mp
 - Qty 1- install with Cat6
 - Surface mount with pole- 2 ft
- Qty 5- Licenses
- (will need lift)

Tab Access Control

- Qty 2- Door hardware- electronic strike... badge entry
- Qty 1- net card/ panel for 2 doors
- Qty 2- Drops for doors

Maintenance Bldg project / 48p option

Prepared by:

Central Technologies Inc

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

Prepared for:

City of Lakeland Tennessee

10001 Hwy 70
Lakeland, TN 38002
Josh Thompson
(901) 867-2717
jthompson@lakelandtn.org

Quote Information:

Quote #: 007674

Version: 1
Delivery Date: 09/23/2021
Expiration Date: 12/22/2021

Quote Summary

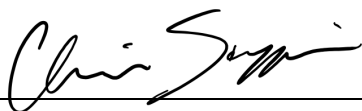
Description	Amount	
Networking	\$12,152.92	
VOIP	\$161.00	
Cameras	\$14,581.00	
Access Control	\$5,547.40	
Total:		\$32,442.32

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

Central Technologies Inc

City of Lakeland Tennessee

Signature:



Name: Chris Scoggins

Title: Account Executive

Date: 09/23/2021

Signature:

Name: Josh Thompson

Date:

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve the purchase of a Fuelmaster Fuel Management System from Syntech through Sourcewell Contract #022217-SYS. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve the purchase of a Fuelmaster Fuel Management System from Syntech through Sourcewell Contract #022217-SYS

BUDGET IMPACT

Syntech provided pricing through the Sourcewell cooperative purchasing program contract #022217-SYS. The price of the fuel management system is \$10,361.00. Monies for the purchase of this equipment are from the Fiscal Year 2022 Street Aid Fund - New Capital Light Equipment

DISCUSSION

The City of Lakeland Fleet Services has contracted with a fuel distributor to provide a fueling station at City Hall for City of Lakeland fleet. To properly manage fuel use per vehicle, the City proposes to purchase the Fuelmaster Fuel Management system which will require a pin to allow fuel to be dispensed. The system also tracks fuel usage per user. The City is working to optimize operations in its departments, by reducing trips to private gas stations.

RESOLUTION R-90-2021

A RESOLUTION TO APPROVE THE PURCHASE OF A FUELMASTER FUEL
MANAGEMENT SYSTEM FROM SYNTECH THROUGH SOURCEWELL CONTRACT
#022217-SYS

WHEREAS, the City desires to purchase fuel management system; and,

WHEREAS, the Fuelmaster Fuel Management system is available from Syntech
through Sourcewell Contract #022217-SYS; and,

WHEREAS, Funding for this purchase will be from Fiscal Year 2022 Street Aid Fund–
New Capital Light Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to
purchase a Fuelmaster Fuel Management System in the amount of Ten Thousand
Three Hundred Sixty-One Dollars (\$10,361.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this
14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

08/20/2021

ORDER #



SELECT BUYING CONTRACT

Salesperson:

Bruce Oglesby

Gulf

07/22/2021

ORDER FORM

28%

Sold To:			
City of lakeland			
City:	St:	ZIP:	CO:
Phone:			
Email:			
Installed by:			
Please enter information about system installer in this area			

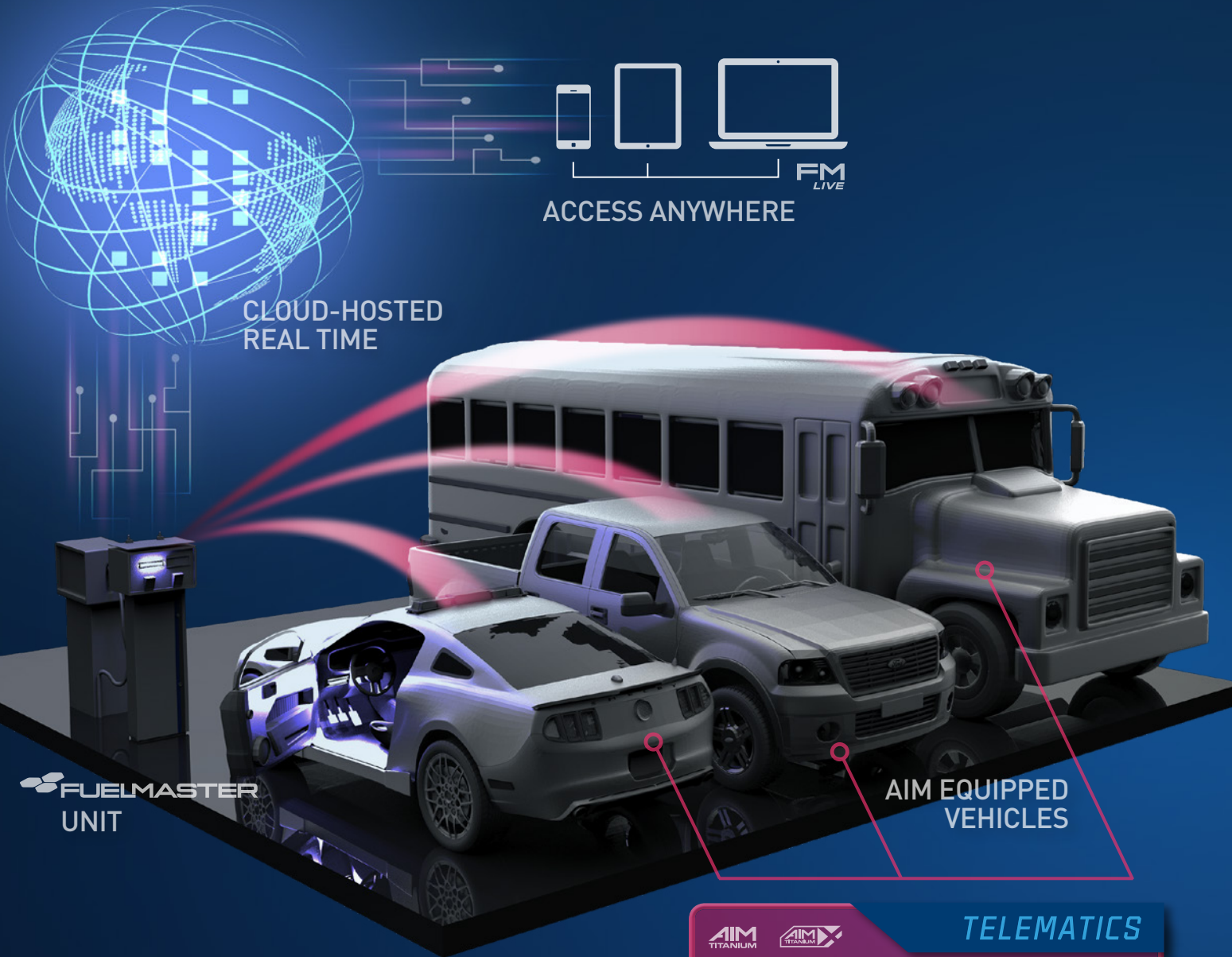
End User:			
City of lakeland			
			CO:
Shipping:		ENTER CONTACT NAME:	
same as sold to			
STREET ADDRESS1:			
STREET ADDRESS2:			
CITY:	ST:	ZIP:	CO:
PHONE:			

SELECT ACCOUNT TYPE

ORDER FORM

Item	Qty	Per Unit Cost		Price
FMU-2500PLUSG: >PROKEE® MASTER UNIT, Gray	1	\$7,014.00		\$7,014.00
Select A Product				
Select A Product				
227838A: >FUELMaster® PLUS WINDOWS SOFTWARE (Both SQL Server & Access)	1	\$2,363.00		\$2,363.00
172405: >Prokee®- Black	25	\$6.00		\$150.00
941D0120: >Prokee® Encoder, USB	1	\$614.00		\$614.00
Select A Product				
Select A Product				
Select A Product				
Please add additional instructions or notes in this area:	Subtotal			\$10,141.00
AIM Kits Handling Fee: 1-5 Kits, \$25. 6 or More AIM Kits \$2.50 Each (\$25 minimum)				\$0.00
	Estimated Shipping & Handling Charges:			\$220.00
	Total This Order:			\$10,361.00

Please submit order to: salesorders@myfuelmaster.com



FUELFLEETDATA

Engineering Revolutionary Solutions Among DIVERSE INDUSTRIES

Exceeding the Industry Standard

In 2014, Syntech introduced our latest fuel accounting technology to the Department of Homeland Security (DHS), specifically U.S. Border Patrol and the Customs and Border Protection (CBP). Shortly after, a pilot was underway utilizing our FMLive® system, a web-based technology that includes real-time capture and processing of fuel sale and inventory transactions and vehicle telematics data. The pilot included the installation of our latest 4500 series Fuel Management Unit (FMU) and AIM Titanium® vehicle telematics devices. The pilot was an overwhelming success which led to an expansion in which Syntech was awarded a contract to expand the system into what is now known as the DHS Fuel Management Initiative Program (FMIP). The FMIP encompasses a total of 67 fueling locations and 13,000 vehicles outfitted with AIM Titanium®.

July 2019 marked the three-year anniversary of the first recorded FMIP fueling transaction using our FMLive® system. Since the launch of the program, FMLive® has secured over three million fueling transactions accounting for nearly 35 million

gallons of fuel. The system also ensured compliance with 2018 Executive Order 13834, requiring agencies to optimize energy and environmental performance, reduce waste and cut costs. As a result, FMLive® has saved the U.S. Government nearly one million dollars for every 1% reduction in fuel loss.

Syntech was recently awarded a contract by CBP to expand the current southwest program to all border locations in the U.S. This contract includes equipping 9,500 additional CBP vehicles with AIM Titanium® telematics devices at an additional 200 facilities across the Southern and Northern U.S. borders along with sites in Guam, the U.S. Virgin Islands and Puerto Rico. These facilities consist of International Airports, CBP checkpoints, and seaports.

Syntech continues its long-term relationship with the U.S. Government by providing reliable fuel accountability and cost savings across their fleet.



TRANSPORTATION



EDUCATION



GOVERNMENT



CONSTRUCTION



MINING



AVIATION



MARINE



MILITARY

REALTIME DATA

Driving Management Decisions



Real Time
FMLive gives users the ability to view fuel transaction inventory and system diagnostic information in real time via web-based app

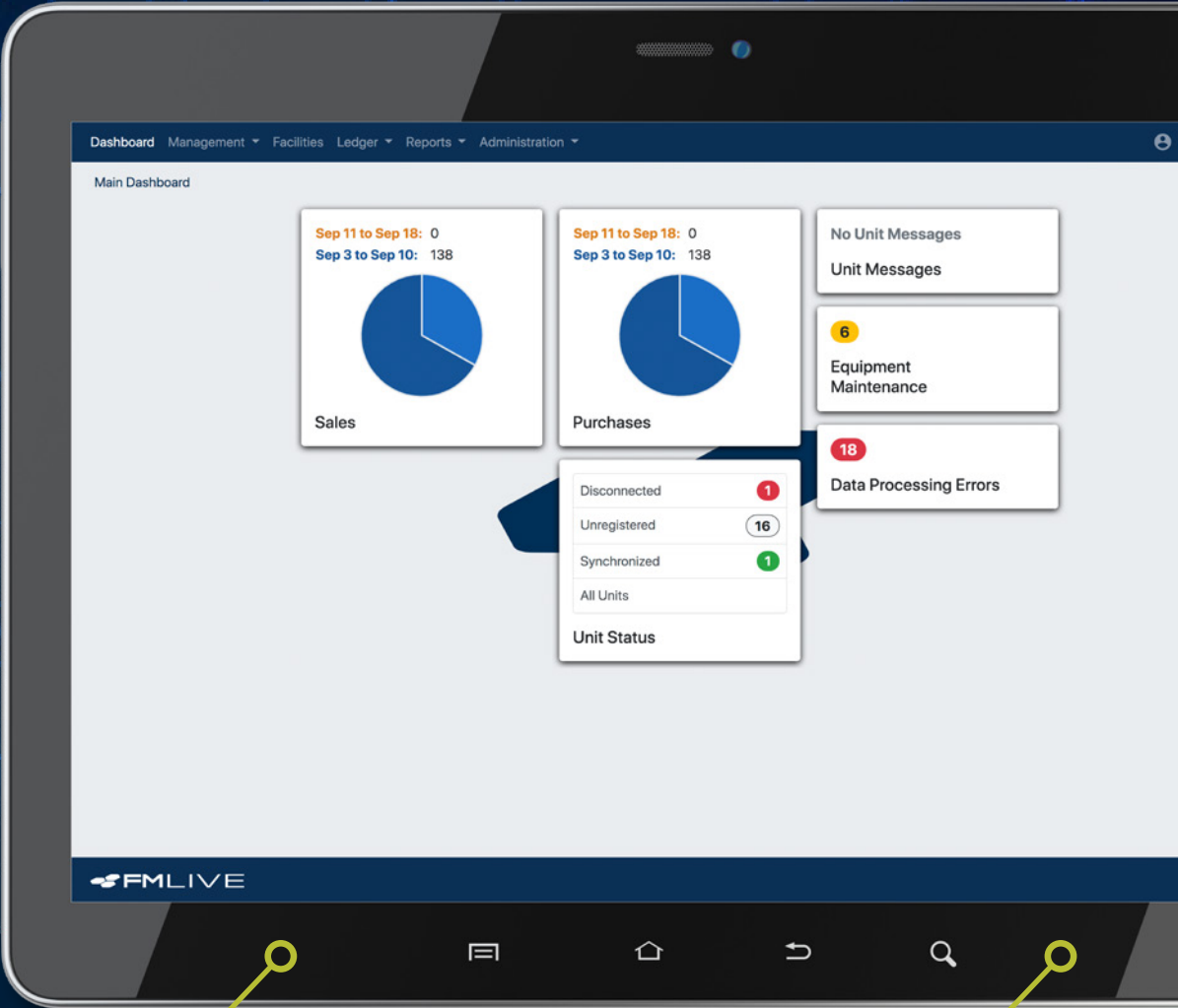
Passive Updates
FMLive provisioning server allows for software and firmware updates and upgrades to be deployed to systems from one location without taking them offline

Enhanced Monitoring
Cloud hosting allows for system monitoring and proactive troubleshooting with no IT interaction or load on existing network

Inventory Management
Instant access to tank inventories and alarms allows managers to track every drop of fuel in and out of tanks ensuring real-time inventory reconciliation

Fleet Integration
Transactional data can be exported to most fleet maintenance or accounting programs

Encryption
Enterprise application guarantees data integrity and confidentiality; All transactions are secured from point of sale to the FMLive enterprise



Dashboard

Management

Facilities

Fueler **Ledger**

Reports

Administration

Filter Criteria

Beginning Date

MM/DD/YYYY

Ending Date

MM/DD/YYYY

Filter By *

Product

Facility

Product *

ALL PRODUCTS

Clear

Apply

Fueling View

Date	Facility	Equipment ID	Product	Quantity	Unit Cost	Total Cost
9/3/2019	Medford	ATL1	UNL	92,600 GALLONS	\$2.790	\$258.35
9/3/2019	Medford	HEARTOK1	UNL	45,500 GALLONS	\$2.790	\$126.95
8/27/2019	Medford	HEARTOK1	UNL	50,400 GALLONS	\$2.790	\$140.62
8/18/2019	Medford	ATL1	UNL	100,000 GALLONS	\$2.790	\$279.00
8/16/2019	Medford	ATL1	UNL	46,700 GALLONS	\$2.790	\$130.29
8/13/2019	Medford	HEARTOK1	UNL	18,800 GALLONS	\$2.790	\$52.45
8/7/2019	Medford	UNL	228,800 GALLONS	\$2.790	\$638.36	
8/5/2019	Medford	DSL	48,800 GALLONS	\$3.690	\$179.33	
8/5/2019	Medford	DSL	31,700 GALLONS	\$3.690	\$118.97	
7/23/2019	Medford	DSL	40,700 GALLONS	\$3.690	\$150.18	
7/23/2019	Medford	HEARTOK1	UNL	64,900 GALLONS	\$2.790	\$181.07
7/19/2019	Medford	HEARTOK1	UNL	17,200 GALLONS	\$2.790	\$47.99
7/19/2019	Medford	BIO	24,900 GALLONS	\$3.240	\$80.68	
7/19/2019	Medford	DSL	31,600 GALLONS	\$3.690	\$118.60	
7/19/2019	Medford	HEARTOK1	UNL	28,200 GALLONS	\$2.790	\$78.68
7/19/2019	Medford	HEARTOK1	UNL	40,700 GALLONS	\$2.790	\$113.55

FMLIVE

The screenshot shows the 'Tank View' in the FMLive application. It displays details for 'Tank 1' and 'Tank 2', including their capacity, fuel volume, and last updated status. The interface includes a 'Filter Criteria' sidebar and a 'Tank Status' dropdown menu.

Tank	Product	Price	Capacity	High Level	Fuel Volume	Fuel Volume TC	Usage	Fuel Temperature	Last Updated
Tank 1	UNL	\$3.690	30,000.000 gal	25,000.000 gal	22,000.000 gal	3,000.000 gal	3,000.000 gal		12/11/2018 8:36 pm by Manual
Tank 2	DSL	\$3.690	30,000.000 gal	25,000.000 gal	22,000.000 gal	3,000.000 gal	3,000.000 gal		12/11/2018 8:36 pm by Manual



Your Fixed Site
**FUELMANAGEMENT
SOLUTION**

FUELMASTER

Durable
Built to military specs with aircraft-quality aluminum and tested in conditions ranging from -40F to +140F

Customizable
No matter how large or small your fueling operations may be, we have tailored solutions to fit your needs

Compatible
Interfaces with mechanical and electrical dispensers in the retail or commercial markets

Tank Interface
Integrates with a variety of automatic tank gauge manufacturers

Fleet Integration
Transactional data can be exported to most fleet maintenance or accounting programs

- Authorization Options*
- **AIM Telematics**
 - Proximity Cards
 - ProKee & Smartcards
 - Credit & Fleet Cards



**AIM TITANIUM
TELEMATICS**



ODOMETER



ENGINE
DIAGNOSTICS



BATTERY
VOLTAGE



PREVENTIVE
MAINTENANCE



SECURE
FUELING



ENGINE
OIL



VEHICLE
TROUBLE
CODES

Taking the driver out of the
DATA COLLECTION PROCESS

UPGRADE YOUR OPERATION

The only thing constant is change. What has made us successful over the years is our commitment to engineering products that are upgradeable and compatible with past, current and future models.

Innovative solutions are designed to integrate the latest technology with our existing customer platforms. All our customers have the ability to modernize their system by upgrading software, firmware or communication without having to purchase a new unit.

We know business evolves, and Syntech has the solution to grow with you.



800.888.9136 850.878.2558

www.MyFuelMaster.com Marketing@MyFuelMaster.com

Syntech Systems, Inc. 100 Four Points Way, Tallahassee, FL 32305

FUELMASTER®, PROKEE®, AIM2®, AIM2.4® and AIM TITANIUM™ are registered trademarks of Syntech Systems, Inc.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve a Residential Subdivision Development Contract for Heathfield at Scotts Creek Phases 1 & 2 with Arbor View Developments, LLC. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a Residential Subdivision Development contract for Heathfield at Scotts Creek Phases 1 & 2 with Arbor View Developments, LLC.

BUDGET IMPACT

Development fees associated with Heathfield Phases 1 & 2 are as follows:

Sewer Fund	\$176,700.00
General Fund	<u>\$128,096.89</u>
TOTAL	\$304,796.89

Additionally, the Developer is required to provide a Letter of Credit in the amount of \$266,444.00 as Security for Public and Common Improvements.

DISCUSSION

Heathfield on Scotts Creek Planned Development is a 118-lot single family residential development located on 97.53 acres on Old Brownsville Road east of the future Seed Tick extension. The Outline Plan was approved by the MPC in January 2021 and the BOC in March 2021. The PDP followed with approvals in June and July respectively. Conditions of the approval include an updated Traffic Impact Study to determine the timeline for Seed Tick extension from Hwy 70 to Old Brownsville. The City has initiated the update for the Traffic Impact Study and will be managing the contract with the Consultant, Kimley Horn.

Phase 1 and 2 of the development consists of 57-lots and construction of a section of Seed Tick Road from Old Brownsville Road to the Texas Gas easement. Lot development includes all roads, sanitary sewer and storm sewer facilities, water, electricity, and gas related to Phases 1 & 2. A copy of the Development Contract is included in the packet.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL
SUBDIVISION DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS,
LLC FOR A 57-LOT SUBDIVISION TO BE KNOWN AS HEATHFIELD AT SCOTTS
CREEK PLANNED DEVELOPMENT PHASES 1 & 2

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 57 lot subdivision to be known as **HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASES 1 & 2** ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; and
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to 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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL
SUBDIVISION DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS,
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CREEK PLANNED DEVELOPMENT PHASES 1 & 2

recommendation of the City Engineer and the City Planner or person(s)
designated by the City Manager; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of
Lakeland, Tennessee: That the Mayor is hereby authorized to execute a development
contract with **ARBOR VIEW DEVELOPMENTS, LLC** for a 57-lot subdivision to be known
as **HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASES 1 & 2.**

PASSED AND ADOPTED on this 14th day of October 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the ____ day of _____, **2021**, by and between **ARBORVIEW DEVELOPMENTS, 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 AG-Agricultural which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 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 **57-lot** subdivision to be known as **Heathfield at Scotts Creek Planned Development Phases 1 & 2** (“Subdivision”); and

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

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and 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 January 15, 2021, approved by the MPC on January 21, 2021 and Board of Commissioners on March 11, 2021 and Preliminary Development Plan dated June 14, 2021, approved by the MPC on June 17, 2021 and Board of Commissioners on July 8, 2021 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 Sixty-Six Thousand Four Hundred Forty-Four Dollars (\$266,444.00)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

INSURANCE

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

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

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

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

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

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

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

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

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

TIME SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WARRANTY

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

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

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

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

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Seventy-Six Thousand Seven Hundred Dollars (\$176,700)**, which reflects the sewer development fee as required by Ordinance 08-119.

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

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

STREETS

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

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

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

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

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

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

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

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Twenty-Eight Thousand Five Hundred Dollars (\$28,500)**, 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 **Seventeen Thousand One Hundred Dollars (\$17,100)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Seventeen Thousand Six Hundred Dollars (\$17,600)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Five Thousand Eight Hundred Dollars (\$5,800)**, (\$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 Dollars (\$3,000)**, (\$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 **Eight Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$859.75)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Five Thousand Seven Hundred Dollars (\$5,700)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Two Thousand Six Hundred Thirty-Nine Dollars (\$2,639)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **Two Thousand Eight Hundred Fifty Dollars (\$2,850)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Nine Hundred Twenty-Seven Dollars and Eighty Cents (\$927.80)**, (\$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 **Forty-Three Thousand One Hundred Twenty Dollars and Thirty-Four Cents (\$43,120.34)** 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
ARBORVIEW DEVELOPMENTS, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120

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

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

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

(1)	Sewer Development Fee	\$176,700.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$28,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$17,100.00
(8)	Construction Inspection Fee	\$17,600.00
(9)	Administrative Review Fee	\$5,800.00
(10)	Geographical Information Systems Fee	\$3,000.00
(11)	Natural Resources Inventory & Analysis Fee	\$859.75
(12)	Parkland Improvement Fee	\$5,700.00
(13)	Tree Removal Fee	\$2,639.00
(14)	Warning Siren Fee	\$2,850.00
(15)	Parkland Dedication Fee	\$43,120.34
(16)	Parkland Review Fee	\$927.80
	Total	\$304,120.34

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, 2021.

DEVELOPER:
ARBORVIEW DEVELOPMENTS, 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 _____.

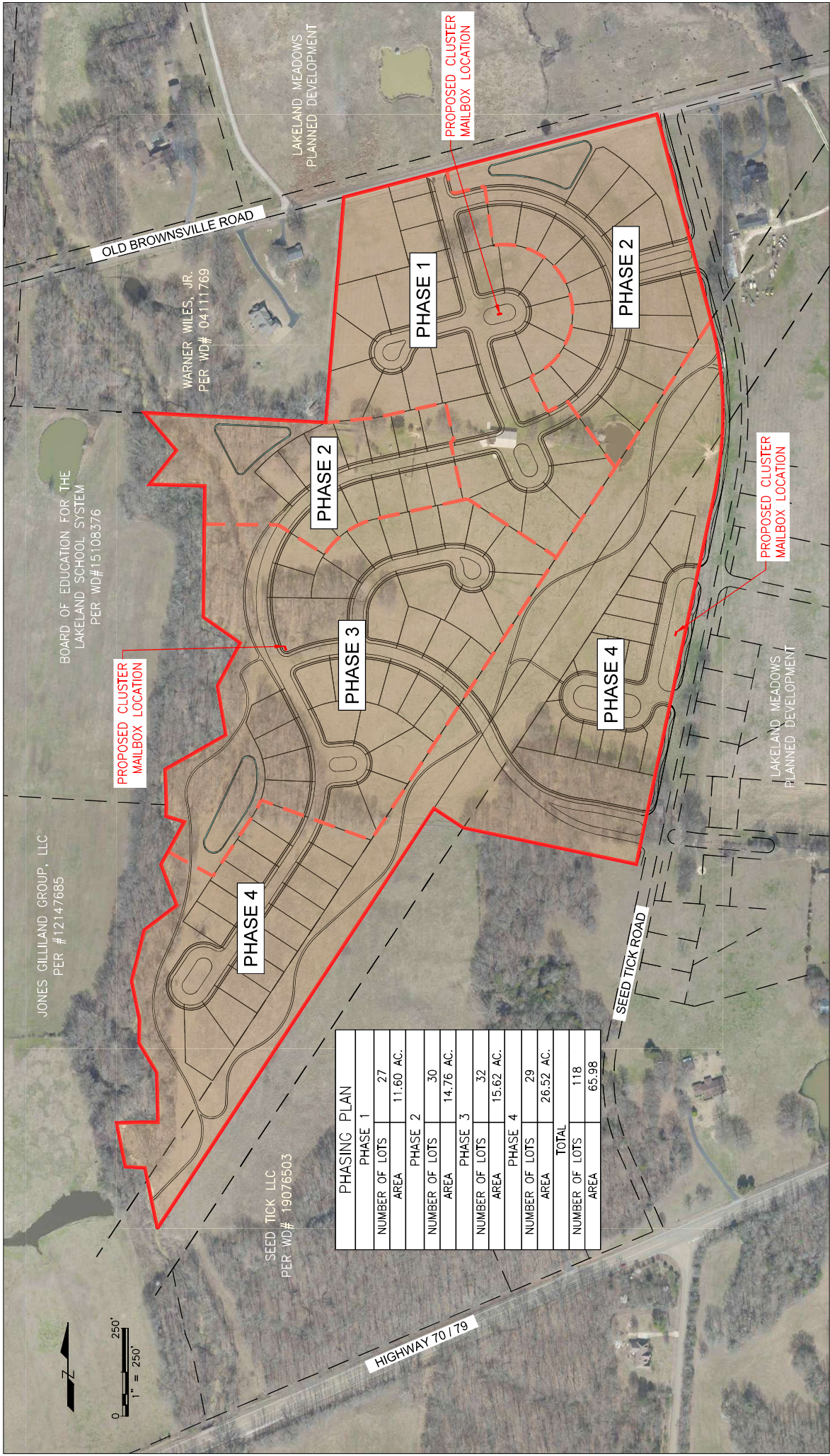
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Heathfield at Scotts Creek Phases 1 & 2			57	Lots	26.39	Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00	\$176,700.00				
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	\$28,500.00				
Drainage Control Fee wo/basin (per lot)	\$1,000.00	N/A				
Engineering Review Fee (per lot)	\$300.00	\$17,100.00				
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00	\$17,600.00				
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies	\$5,800.00				
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies	\$859.75				
Street Light Fee	100% of Cost	N/A				
Road Cut Fees	\$35.00	N/A				
Warning Siren (per lot)	\$50.00	\$2,850.00				
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00	\$2,639.00				
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies	\$3,000.00				
Parkland Improvement Fee (per lot)	\$100.00	\$5,700.00				
Parkland Review Fee (\$400 plus \$20 per acre)	Varies	\$927.80				
		Total =	\$261,676.55			
Acres/Lot =	0.46298246					
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	57				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.76				
D=Dedication in acres	D =	2.949408	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$43,120.34			
Total Amount Due			\$304,796.89			



OLD BROWNSVILLE ROAD

WARNER WILES, JR.
PER WD# 0411769

BOARD OF EDUCATION FOR THE
LAKELAND SCHOOL SYSTEM
PER WD#15108376

JONES GILLILAND GROUP, LLC
PER #12147685

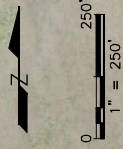
SEED TICK LLC
PER WD# 19076503

HIGHWAY 70 / 79

SEED TICK ROAD

LAKELAND MEADOWS
PLANNED DEVELOPMENT

PHASING PLAN	
PHASE 1	
NUMBER OF LOTS	27
AREA	11.60 AC.
PHASE 2	
NUMBER OF LOTS	30
AREA	14.76 AC.
PHASE 3	
NUMBER OF LOTS	32
AREA	15.62 AC.
PHASE 4	
NUMBER OF LOTS	29
AREA	26.52 AC.
TOTAL	
NUMBER OF LOTS	118
AREA	65.98



PHASING PLAN - EXHIBIT J

HEATHFIELD ON SCOTT'S CREEK

LAKELAND, SHELBY COUNTY, TN



KV+D
KISER VOGGIN DESIGN



MCCARTY
GRANBERRY
ENGINEERING



June 14, 2021
Revised: July 07, 2021
Project #20013

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - accepting Dedication of Public Improvements and authorizing the release of Security for Public Improvements for Kindercare (Formerly Rainbow Childcare Center), St. Paul United Methodist Church Subdivision Lot 2. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by Resolution, accept the Dedication of Public Improvements and authorize the release of Security for Public Improvements for Kindercare (formerly Rainbow Childcare Center), St. Paul United Methodist Church Subdivision Lot-2

BUDGET IMPACT

The developer, EIG14T RCCC 223 TN - Lakeland, LLC provided a Security in the amount of \$26,000 for the construction of the termini of Bramblebush Road.

DISCUSSION

The approved Kindercare (formerly Rainbow Childcare) Site Plan included the construction of the termini of Bramblebush Road. This public improvement was constructed to City Specifications and the one year warranty period has expired. The final plat for Kindercare was approved by the MPC in October 2020. Staff recommends acceptance of Public Improvements and release of Security.

A RESOLUTION ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AND
AUTHORIZING THE RELEASE OF SECURITY FOR PUBLIC IMPROVEMENTS FOR
KINDERCARE (FORMERLY RAINBOW CHILDCARE CENTER), ST PAUL UNITED
METHODIST CHURCH SUBDIVISION LOT 2

WHEREAS, Kindercare (formerly Rainbow Childcare), as part of the approved Site Plan, was required to complete of the termini of Bramblebush Road; and,

WHEREAS, the Developer, EIG14T RCCC 223 TN – Lakeland, LLC provided a Security in the amount of \$26,000 for the public improvements required on the Site; and,

WHEREAS, all Public Improvements have been inspected and approved and the one year warranty has expired; and,

WHEREAS, the City Engineer recommends Acceptance of Public Improvements and release of the Security.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: hereby accept the Dedication of Public Improvements and release the Security for Kindercare (formerly Rainbow Childcare).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*

LEGEND

- PROPERTY CORNER
- IRON PIN FOUND
- ⊗ R/W MARKER

ZONING

THE SUBJECT PROPERTY IS ZONED C2 PER CITY OF LAKELAND ZONING MAP.

THE SETBACKS FOR ZONE "C2" REGIONAL COMMERCIAL DISTRICT ARE AS DESCRIBED BELOW:

BUILDING SETBACKS SHALL BE PRESCRIBED BY BUILDING TYPE IN THE LAKELAND ZONING REGULATIONS AT THE TIME OF THE SITE PLAN REVIEW

TRACT 1

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C3	85.62'	35.50'	138°10'57"	N57°15'02"W	66.32'
C4	20.89'	20.61'	58°04'59"	S77°45'08"W	20.01'
C1	20.36'	20.61'	56°35'52"	S56°36'26"E	19.54'
C2	85.62'	35.50'	138°10'57"	N80°55'55"E	66.32'

TRACT 4

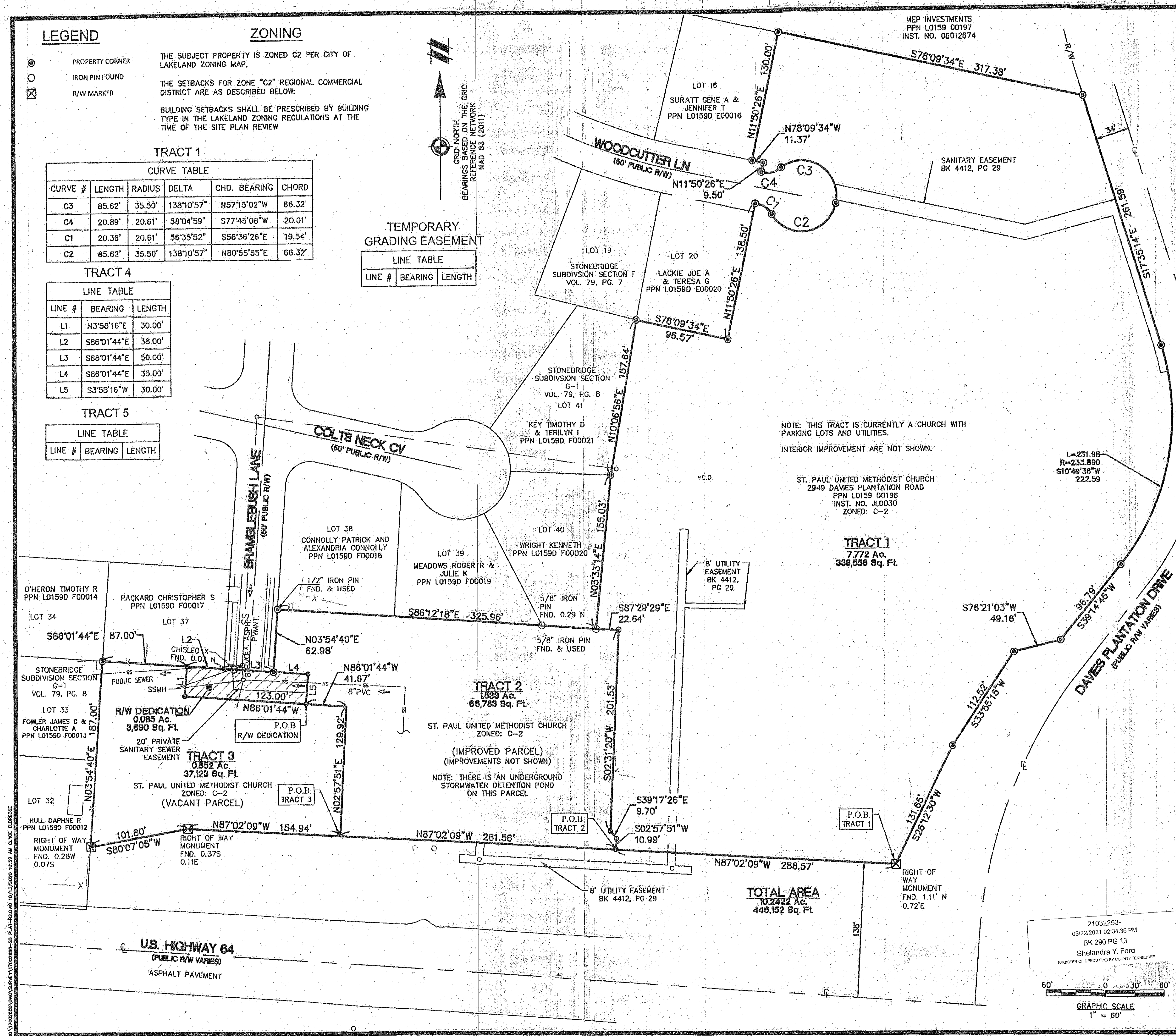
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N3°58'16"E	30.00'
L2	S86°01'44"E	38.00'
L3	S86°01'44"E	50.00'
L4	S86°01'44"E	35.00'
L5	S3°58'16"W	30.00'

TRACT 5

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N3°58'16"E	30.00'
L2	S86°01'44"E	38.00'
L3	S86°01'44"E	50.00'
L4	S86°01'44"E	35.00'
L5	S3°58'16"W	30.00'

TEMPORARY GRADING EASEMENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N3°58'16"E	30.00'
L2	S86°01'44"E	38.00'
L3	S86°01'44"E	50.00'
L4	S86°01'44"E	35.00'
L5	S3°58'16"W	30.00'



ATWELL
 866.850.4200 www.atwell-group.com
 1255 LAKES PARKWAY,
 SUITE 100, SUITE 120
 LAWRENCEVILLE, GEORGIA 30043
 770.423.0807

LOCATED IN
 CITY OF LAKELAND
 COUNTY OF SHELBY
 STATE OF TENNESSEE

CLIENT
 814 DEVELOPMENT
 SUBDIVISION PLAT
 OF ST. PAUL UNITED
 METHODIST CHURCH
 TAX PARCEL: L0159 00196
 2949 DAVES PLANTATION DRIVE

DATE
 DECEMBER 15, 2017

1. ADD LOT 3 TO PLAT (02.28.18)
 2. ADD R/W DEDICATION (03.22.18)
 3. ADD TEMP. GRADING EASEMENT
 REV. L-1 BEARING (06.06.18)
 4. ADDRESS COMMENTS (10.05.20)

REVISIONS
 SCALE 0 30 60
 1" = 60 FEET
 DR. MGB CH. CRE
 P.M. C. ELDREDGE
 BOOK ---
 CAD FILE:
 17002680-SD PLAT-R2.DWG
 JOB 17002680
 FILE CODE: ---
 SHEET NO.
 2 OF 2

21032253-
 03/22/2021 02:34:36 PM
 BK 290 PG 13
 Shelandra Y. Ford
 REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

GRAPHIC SCALE
 1" = 60'

K:\17002680\DWG\17002680-SD PLAT-R2.DWG 10/12/2020 10:39 AM C:\MSD\ELDRIDGE

CERTIFICATE OF OWNER AND DEDICATION

The undersigned, FIG 147 RCCC 223 TN-Lakeland, LLC (etc.) hereby certify that they are the owners of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: 10/22/2020
Signature of Owner: [Signature] MANAGER

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, with whom I am personally acquainted (or proved to be based on satisfactory evidence), and that he executed the instrument set forth above for the purposes therein contained, by signing his name.

WITNESS my, at office, this 22 day of 10 2020. [Notarial Seal]

Notary Public
Print Name: [Signature]
My Commission Expires: 8/20/2024

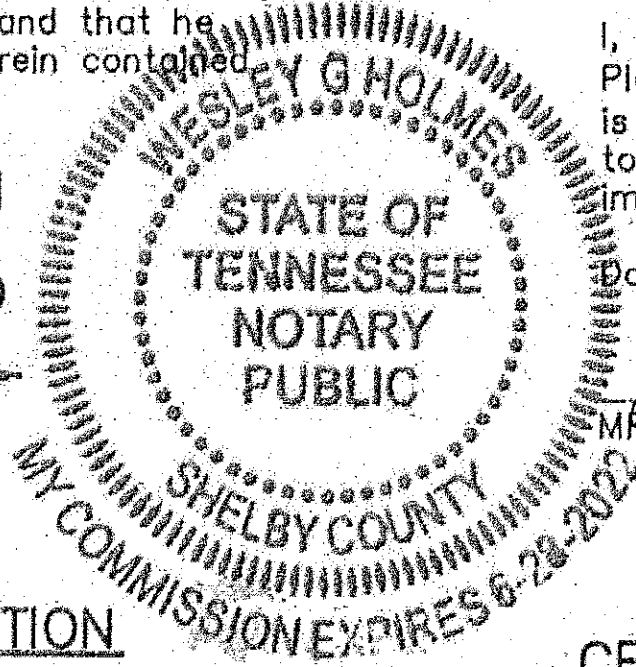
DUSTY L. SWANK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 8/20/2024
Acting in the County of Oakland

Date: 10/18/2020
Signature of Owner: [Signature]

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, with whom I am personally acquainted (or proved to be based on satisfactory evidence), and that he executed the instrument set forth above for the purposes therein contained, by signing his name.

WITNESS my, at office, this 18 day of 10 2020. [Notarial Seal]

Notary Public
Print Name: [Signature]
My Commission Expires: 6/18/2022



CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL - SUBDIVISION

I, Clint Starns, do hereby certify that the City of Lakeland Municipal Planning Commission has approved this Preliminary / Final Plat (whichever is applicable). The signing of this certificate shall in no way be deemed to constitute or effect an acceptance of the dedication of any street, improvement, or other ground shown upon the plat.

Date: 3/22/2021
Signature: [Signature]
MPC Secretary

CERTIFICATE OF MORTGAGEE AND DEDICATION

We, the Mortgagee, do hereby freely consent to the Subdivision of this property in accordance with the Final Plat; dedicate the Public Improvements, Easements, or lands herein specifically identified for dedication, to the appropriate agencies as outlined in this Plat and approved by the Municipal Planning Commission of Lakeland, Tennessee for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: _____

Signature of Authorized Agent of Mortgagees

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, with whom I am personally acquainted (or proved to be based on satisfactory evidence), and that he executed the instrument set forth above for the purposes therein contained, by signing his name.

WITNESS my, at office, this _____ day of _____, 2020. [Notarial Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

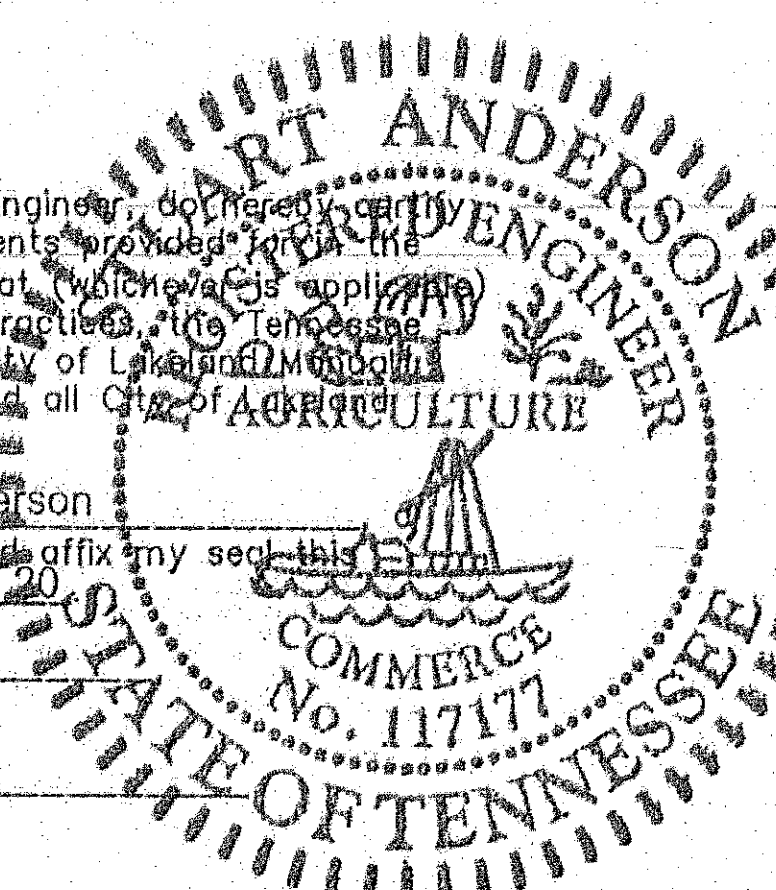
CERTIFICATE OF ENGINEER

I, Stuart Anderson, a Professional Engineer, do hereby certify that the design of public and private improvements provided for in the Preliminary Plat / Construction Plans / Final Plat (whichever is applicable) are in accordance with acceptable engineering practices, the Tennessee Department of Environment and Conservation, City of Lakeland and all applicable ordinances, including Subdivisions.

In witness whereof, I the said Stuart Anderson
Professional Engineer, hereunto set out hand and affix my seal this 13th day of October 2020

Tennessee Registration No. 117177

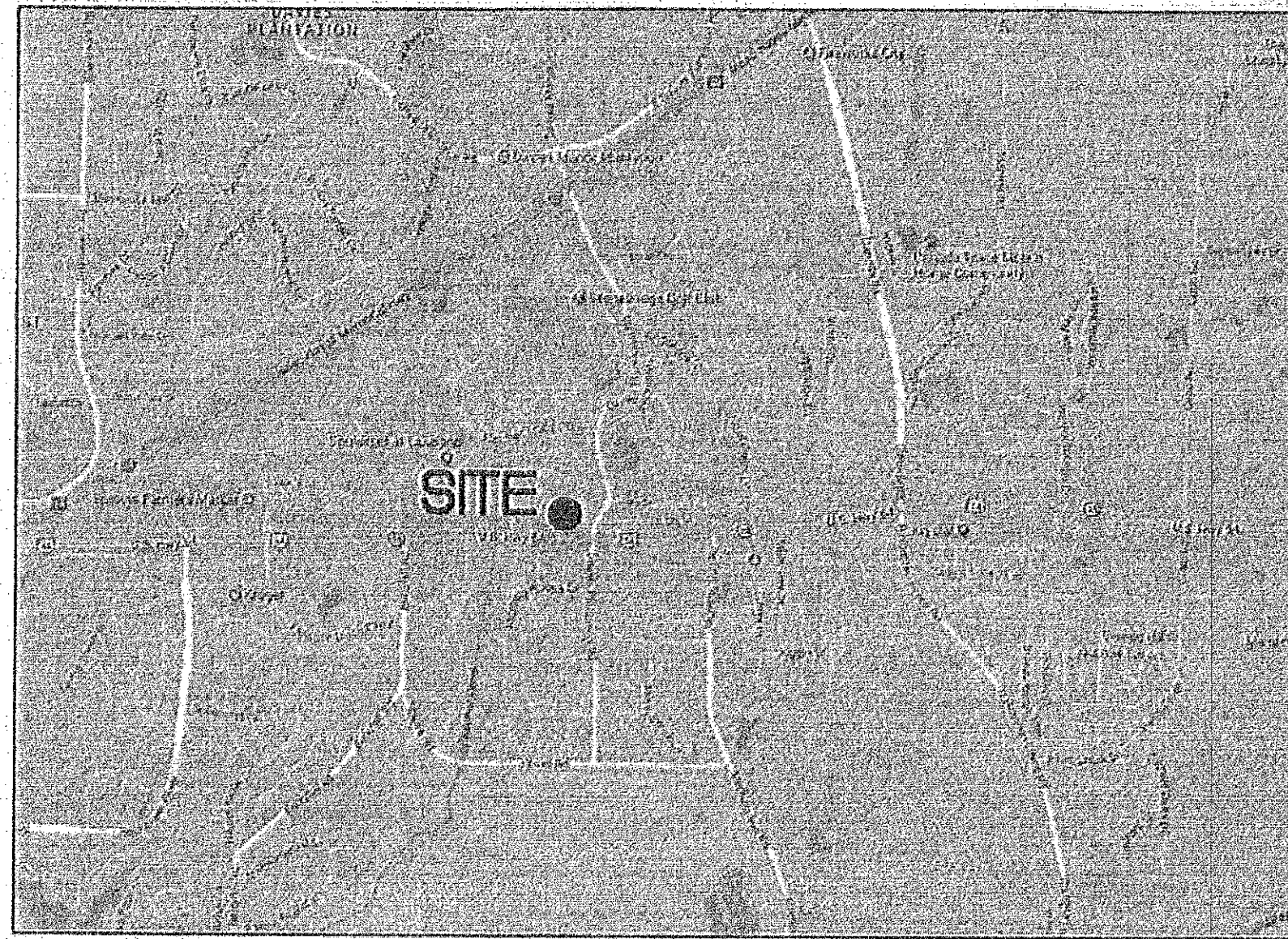
Professional Engineer



SUBDIVISION PLAT

OF
ST. PAUL UNITED
METHODIST CHURCH

TAX PARCEL: L0159 00196
2949 DAVIES PLANTATION DRIVE



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. UTILITIES SHOWN HEREON ARE BY VISIBLE LOCATION OF ABOVE GROUND STRUCTURES. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
2. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT SITE AT TIME OF SURVEY.
3. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
4. THERE WAS NO BUILDINGS OBSERVED ON THE SUBJECT SITE AT THE TIME OF THIS SURVEY.

BASIS OF BEARINGS:

TENNESSEE STATE PLANE COORDINATE SYSTEM NAD83
GPS OBSERVATIONS DATED 10-04-2017

DATUM:

NAVD88 BASED GPS OBSERVATIONS DATED 10-04-2017

FLOOD CERTIFICATION:

THE SUBJECT PREMISES IS LOCATED IN OTHER AREAS. AREAS DEERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON COMMUNITY PANEL NO. 47157C03300 OF THE FEDERAL FLOOD INSURANCE RATE MAPS WITH AN EFFECTIVE DATE OF FEBRUARY 6, 2013.

CERTIFICATE OF SURVEYOR

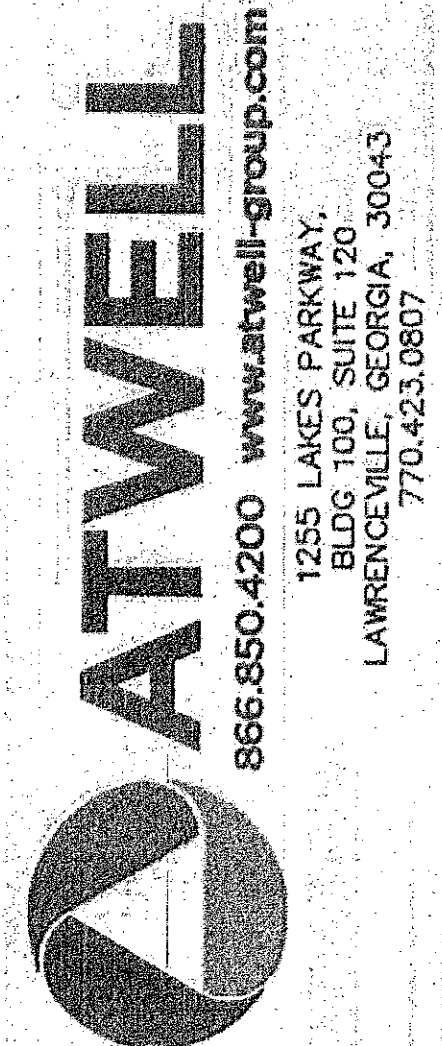
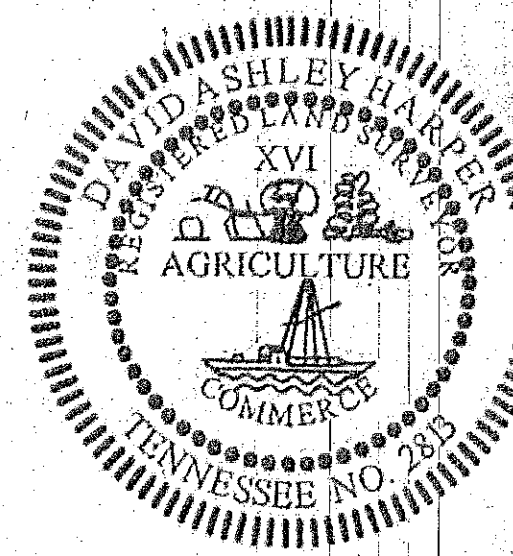
State of Tennessee
County of Shelby

I, David Ashley Harper hereby certify that this plat was prepared from notes taken during an actual survey made by me during the month of August, 2020, and that this Plat or Site Plan correctly represents said survey. All bearings are referenced to the 1983 Tennessee State Plane Coordinate System; all new property corners are marked in accordance with Lakeland Subdivision Standards; the precision of the unadjusted survey is 1:10,000 or greater and all special flood hazard areas are properly located as per the latest Flood Insurance Rate Map. All dimensions are expressed in feet and decimals. All bearings, distances, and field information are true and correct to the best of my knowledge.

In witness whereof, I the said David Ashley Harper, a Land Surveyor, hereunto set out hand and affix my seal this 5th day of October, 2020.

Tennessee Registration No. 2813

DAVID ASHLEY HARPER, PLS
Professional Surveyor No. 2813
ATWELL, LLC
1255 Lakes Parkway, Building 100, Suite 120
Lawrenceville, GA 30043



LOCATED IN	CITY OF LAKELAND
COUNTY OF SHELBY	STATE OF TENNESSEE
814 DEVELOPMENT	SUBDIVISION PLAT OF ST. PAUL UNITED METHODIST CHURCH
TAX PARCEL: L0159 00196	2949 DAVIES PLANTATION DRIVE

DATE	DECEMBER 15, 2017
1. ADD LOT 3 TO PLAT (02.28.18)	
2. ADD R/W DEDICATION (03.22.18)	
3. ADD TEMP. GRADING EASEMENT REV. L-1 BEARING (06.06.18)	
4. ADDRESS COMMENTS (10.13.20)	
REVISIONS	
SCALE	0 30 60
1" = 60 FEET	
DR. MGB	CH. CRE
P.M. C. ELDRIDGE	
BOOK	
CAD FILE:	17002680-SD PLAT-R2.DWG
JOB	17002680
FILE CODE:	
SHEET NO.	1 OF 2

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve Amendment No. 4 to the contract for Design of New Canada Road with Fisher Arnold, Inc. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by Resolution, approve Amendment No. 4 to the contract for Design of New Canada Road with Fisher Arnold, Inc.

BUDGET IMPACT

The original contract, executed in 2008, was \$266,970.00. The contract has been amended three times over the course of the project for each phase leading up to bidding for construction. Amendment 4 is a supplement request which includes additional environmental, surveying and engineering services outside of the original scope. A summary of the amendments including the total contract value is below:

Original Agreement	\$266,970.00
Amendment No. 1 (Phase 2 - Preferred Alignment EA Environment Document)	\$84,860.00
Amendment No. 2 (Phase 3 - Design Surveys, Preliminary Plan Development and R.O.W. Plan Development)	\$665,775.00
Amendment No. 3 (Phase 4-Development of Final Construction Documents)	\$163,070.00
(Phase 5 - R.O.W. Acquisition Consulting and Engineering)	\$403,300.00
Amendment No. 4 (Supplemental Request (9/28/21))	\$149,940.00
TOTAL CONTRACT VALUE	\$1,733,915.00

DISCUSSION

The design for the New Canada Road project began in 2008. Fisher Arnold was selected as the Engineering Consultant and has been in that role for the 13 years that the project has been

active. There have been three previous amendments which added the scope of work for each phase of the project. Due to the length of the project and additional TDOT requirements, the Consultant has submitted a Supplement Request for fees related to additional environmental, surveying and engineering services. The request consists of five tasks which are detailed in the attached document.

Task 1 relates to the NEPA reevaluation which was recently completed and approved by TDOT. The original NEPA document was approved in 2011. The document expires after three years, therefore the City was required to conduct a reevaluation before TDOT will issue the Notice to Proceed for Construction. The reevaluation consists of coordination with multiple agencies and additional technical studies.

Task 2 includes additional coordination with the Corps of Engineers and TDEC. The City is required to provide an updated stream determination and wetland delineation to secure an approved Jurisdictional Determination and TDEC hydrological determination concurrence letter.

Task 3 consists of utility coordination with MLGW as well as new early notification requirements. In the 2017 update of the TDOT Local Government Guidelines Manual, local governments are required to submit early notification letters to all utility companies in Shelby County.

Task 4 includes revisions to the roadway plans due to updated TDOT standards over the years that this project has been active.

Task 5 is a new scope of services not previously covered in the contract. The Contractor will provide bidding services including pre-bid meetings, document management, response to bid questions, bid tabulations, and TDOT concurrence with bids.

This long awaited project is nearing construction, which is estimated to bid March 2022. Staff has reviewed the supplement request and confirms the additional tasks are required to complete the design of the project and receive TDOT approval to proceed to construction.

RESOLUTION 89-2021

A RESOLUTION APPROVING AMENDMENT #4 TO THE CONTRACT WITH FISHER
ARNOLD, INC FOR DESIGN OF NEW CANADA ROAD

WHEREAS, Fisher Arnold was selected to provide design services for New Canada Road in 2008; and,

WHEREAS, amendments to the contract have been made over the years to add scope of services related to Environmental, ROW and Final Construction Document Phases; and,

WHEREAS, due to the extended length of the project, the City was required to perform additional studies and revise plans to meet current TDOT requirements increasing the scope of services with Fisher Arnold; and,

WHEREAS, Fisher Arnold provided a Supplement Request to cover costs related to the additional studies and plan revisions; and,

WHEREAS, Amendment #4 includes the additional costs plus adds scope of work for Bidding Services in the amount of \$149,940.00 for a total contract price of \$1,733,915.00; and,

WHEREAS, Funds for Amendment #4 will be from Fiscal Year 2022 General Fund – Engineering – New Canada Road.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the City Manager is hereby authorized to approve Amendment #4 to the contract with Fisher Arnold, Inc. for the Design of New Canada Road in the amount of One Hundred Forty-Nine Thousand Nine Hundred Forty Dollars (\$149,940.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

AMENDMENT NO. 4
FOR
DESIGN OF NEW CANADA ROAD

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2021 by and between City of Lakeland (hereinafter "CITY") and Fisher & Arnold, Inc. (hereafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July 21, 2008, for the design of improvements to Canada Road from I-40 to U.S. Highway 70.

WHEREAS, the parties now desire to enter into this Amendment to expand the scope of services provided by CONSULTANT and to increase the amount of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to expand the Scope of Services to include Supplement Request dated September 28, 2021, described in greater detail in Exhibit "A", attached hereto and incorporated fully herein by reference.
2. Section II of the Agreement entitled TERM AND COMPENSATION is hereby amended as follows:

Original Agreement	\$266,970.00
Amendment No. 1 (Phase 2 - Preferred Alignment EA Environment Document)	\$84,860.00
Amendment No. 2 (Phase 3 - Design Surveys, Preliminary Plan Development and R.O.W. Plan Development)	\$665,775.00
Amendment No. 3 (Phase 4-Development of Final Construction Documents)	\$163,070.00
(Phase 5 - R.O.W. Acquisition Consulting and Engineering)	\$403,300.00

Amendment No. 4 Supplemental Request (9/28/21)	\$149,940.00
TOTAL CONTRACT VALUE	\$1,733,915.00

The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

APPROVED TO AS FORM:

(New Canada Road Professional Services Amendment No. 4)

CITY OF LAKELAND

FISHER & ARNOLD, INC.

ATTEST

ATTEST



September 28, 2021

Mrs. Emily Harrell, P.E.
City Engineer
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002

**RE: PIN 107036.00; NEW CANADA ROAD – FROM JUST NORTH OF I-40 TO US-70
SUPPLEMENT REQUEST**

Dear Emily:

As you are aware, this project has extended many years beyond what was originally planned and proposed. Fisher & Arnold, Inc. (“FA”) submitted the proposed scope of engineering services for Right-of-Way (ROW) acquisition phase and design of Final Construction Documents for New Canada Road, from Davies Plantation Road to Highway 70 (SR-1), in June of 2013. Our work on the Construction Plans stopped for several years during the interim until the City of Lakeland (“the City”) committed to finishing the project. Due to the impact of inflation and additional scope items that are required by TDOT, FA respectfully submits the following supplement request for providing additional environmental, surveying, and engineering services for the New Canada Road project for your consideration. The City is administering the project through the Tennessee Department of Transportation’s (TDOT) Local Programs Office. The design process will follow the procedures outlined in the current edition of the “Local Government Guidelines for the Management of Federal and State Funded Transportation Projects”.

F&A’s proposed scope of work will include the tasks specifically set forth below.

Task 1 – NEPA Reevaluation

The original NEPA documentation was approved by FHWA in March of 2011. The document is considered valid for three years and has subsequently expired thereby requiring a reevaluation. TDOT will not provide the Notice-To-Proceed (NTP) to the Construction Phase without a current reevaluation. The proposed scope is to complete the reevaluation and provide a current NEPA document that will be good for three additional years from the date of approval.

FA prepared the reevaluation document as described below in accordance with the Tennessee Department of Transportation Local Government (TDOT) Guidelines for Completing the NEPA Process (2017 edition) and the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents. FA will submit the Categorical Exclusion (CE) document to TDOT for review and comment. After incorporating TDOT’s comments, a final CE reevaluation document will be submitted to TDOT and the FHWA for acceptance. The various subtasks to this component are as follows:

Subtask A – Air Quality and Noise

Air quality statements will be reviewed and updated to ensure they are valid for the current plans and regulations.

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Toll Free: 1.888.583.9724

www.fisherarnold.com

The previous noise study is no longer valid because it used functional project plans and the analysis was conducted using a previous noise policy. Therefore, the noise study was updated in accordance with the Federal Highway Administration noise regulation, *Procedures for Abatement of Highway Traffic and Construction Noise*, 23 CFR 772 and the Tennessee Department of Transportation's (TDOT) *Policy on Highway Traffic Noise Abatement* (TDOT's noise policy). This noise analysis included an evaluation of the feasibility of noise abatement to mitigate the predicted noise impacts in accordance with TDOT's noise policy. Coordination with the TDOT's Air Quality and Noise Section was completed for the reevaluation and incorporated into the environmental document.

Subtask B – Endangered Species

An additional threatened and endangered (T&E) species review is not anticipated since the scope of work has remained unchanged. The Section 7 clearance obtained from the USFWS is not anticipated to change. However, consultation with USFWS will be updated and a request for the City to commit to winter tree clearing (between October 15 and March 31) is anticipated. Coordination with TWRA and TDEC Division Natural Areas will be provided and incorporated into the environmental document.

Subtask C – Hazardous Materials

TDOT recently revised its requirements for hazardous waste reviews. TDOT now requires a review of the TDEC Registered UST Database, the EPA EnviroMapper, and the TDEC Division of Water Resources Public Data Viewer. FA will conduct a desktop hazmat review and coordinate with TDOT's Hazardous Waste Department to obtain concurrence on the findings.

Subtask D – Section 106 Assessment

Coordination with TDOT Archaeology Section, TDOT Historic Preservation Section and TDOT Cultural Resources Section to initiate Native American Consultation (NAC) for the reevaluation will be performed. The outcomes of these coordination efforts will be incorporated into the environmental document by FA.

Subtask E – Document Preparation and Distribution

FA will compile the various data related to the tasks described above and prepare a draft CE reevaluation document for submission to TDOT for review and comment. Upon receipt of TDOT comments, FA will revise the document as necessary and prepare the CE reevaluation document ultimately for TDOT to submit to FHWA for approval. FA will address comments received from FHWA, if applicable.

Deliverables:

1. Draft CE Environmental Re-evaluation Document for TDOT/FHWA review (1 electronic copy, Adobe PDF format).
2. Final CE Environmental Re-evaluation Document for TDOT and FHWA review and approval (1 electronic copy, Adobe PDF format).

Subtotal Task 1 (labor & expense) \$33,603.00 Lump Sum

Task 2 - Permitting

Subtask A – Jurisdictional Waters Determination

FA will provide an updated stream and wetland delineation evaluation within the project area. The wetland jurisdictional determinations will be performed in accordance with the 1987 *US Army Corps of Engineers Delineation Manual (USACE 1987)* and the 2010 *Regional Supplement to the Corps of Engineers: Atlantic and Gulf Coastal Plain Region, Region 2 (USACE 2010)*. Upon completion of the delineation a request for

Jurisdictional Determination letter will be submitted to the Corps.

Stream determinations will be performed in accordance with the Tennessee Department of Environment and Conservation (TDEC) *Guidance for Making Hydrologic Determinations*.

A Jurisdictional Determination (JD) site review meeting will be conducted with the Corps of Engineers and TDEC to secure concurrence that the assessments are correct and to secure an approved Jurisdictional Determination and TDEC hydrological determination concurrence letter

Subtotal Task 2 (labor & expense) \$7,000.00 Lump Sum

Task 3 – Utility Coordination

TDOT Local Programs Development Office revised the *Local Government Guidelines Manual*, in April of 2017, whereby Local Governments are now required to submit early notification letter to all utility companies located within the county of the project and final notice letters to all utility companies that fail to respond to initial letter within 60 days. There are twenty-eight (28) identified utility companies within Shelby County on the list supplied by TDOT. We sent the required utility contact letters (initial and follow up) to the utility companies, including five via certified mail. The scope for this task is limited to the required contact letters to the utility companies and the coordination to respond to utilities with plan information and to assemble documentation required by the City for Utility Certification Request submission to TDOT.

FA will coordinate with MLGW with regards to the installation of the proposed water main along the New Canada Road alignment. The roadway construction sequence/phasing will be revised to accommodate the water line work. The initial coordination meeting regarding MLGW construction was held on April 15, 2021.

Deliverables:

1. Prepare and submit early notification letters mail to utilities located in Shelby County.
2. Prepare and submit final notification letter to utility companies that do not respond to early notification letter.
3. Assemble all utility letters for City's use in requesting Utility Certification.

Subtotal Task 3 (labor & expense) \$15,835.00 Lump Sum

Task 4 – Roadway Design Revisions

Since Right-Of-Way (ROW) acquisition commenced in January 2013, there have been numerous changes that have occurred that will require additional design related services such as the following: TDOT adopted PROWAG which resulted in revised handicap ramp standards and the I-40 at Canada Road Interchange project was completed. The following is a list of specific items that are covered by this supplement request.

- Update Survey (from approx. 150' north of Windward Slope Dr. to approx. where Huff N Puff Rd. used to tie into Canada Road; Davies Plantation Rd. from 300' west of Canada Rd. to the intersection with Canada Rd. and Beverle Rivera Dr. from Canada Rd. to approx. 300' east).
- Update topo in Survey Base Drawing and Digital Terrain Model.
- Update ADA ramps to New TDOT Standards.

- Check drainage within proposed survey limits and revise drainage to match as-built info.
- Update Present Layouts (within proposed survey limits).
- Update Proposed Layouts.
- Update Proposed Storm Drainage in Profiles.
- Revise Construction Sequencing / Traffic Control based on MLGW water line construction sequence.
- Revise EPSC Plans to match revised construction sequence.
- Update pavement markings to new TDOT Standards.
- Update TDOT General Notes and Special Notes.

Task Deliverables:

1. The above listed revisions will be reflected in the Construction Plans.
2. Submit Construction Plans to City for review.

Subtotal Task 4 (labor & expense) \$84,980.00 Lump Sum

Task 5 – Bid Phase Services

F&A will assist the City with conducting one pre-bid meeting with potential bidders. F&A staff will respond to questions that arise during the bidding process and issue statements of clarification and/or bid addendums as appropriate.

F&A will evaluate bids, create a bid tabulation, and submit to TDOT for concurrence.

Subtotal Task 5 (labor & expense) \$8,522.00 Lump Sum

Fee Summary

F&A will perform the services as outlined in Tasks 1 – 5 for a total lump sum fee of **\$149,940.00**. All permitting, application and similar project fees will be paid directly by the City.

Task 1 - NEPA Reevaluation.....	\$33,603.00
Task 2 - Permitting	\$7,000.00
Task 3 - Utility Coordination.....	\$15,835.00
Task 4- Roadway Design Revisions.....	\$84,980.00
Task 5- Bid Phase Service.....	<u>\$ 8,522.00</u>
TOTAL.....	<u>\$149,940.00</u>

Additional Services

Any other services not specifically provided for in the above scope can be performed as additional services if directed by and approved by the City. Specific items that are not included in the above-described scope include, but are not limited to, the following:

- Underground utility location services (soft dig)
- Utility Relocation Design (i.e., AT&T, MLGW)
- Design revisions due to field issues discovered during construction phase
- Permit Application Fees
- Stream Mitigation Design Services

Thank you for the opportunity to provide these additional services to you. Should you have any questions or require additional information, please give me a call.

Sincerely,

FISHER & ARNOLD, INC.



John Pankey, P.E.
Vice President

Cc: Mr. Rick Gafford, P.E.

https://fisherarnoldinc1-my.sharepoint.com/personal/jpankey_fisherarnold_com/Documents/My Documents/Clients - Not TDOT/Lakeland/Supplement Request/EHarrell - New Canada Rd Supplement_9-28-21.docx

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve a contract with Kimley Horn for the City of Lakeland Comprehensive Parks Master Plan. *Sponsored by Pat O'Mara*

Staff Contact: Patrick O'Mara, Parks & Recreation Director

STAFF RECOMMENDATION

Staff recommends approval of this resolution

BUDGET IMPACT

These Professional Services will be paid for by Park Development Funds, budgeted for this process in the FY22 budget. This contract is within the budgeted amount.

DISCUSSION

The previous Parks Master Plan was created and approved in 2009. Comprehensive Master Plans should be reviewed every 5 years, and is now a requirement for all future Tennessee Department of Environmental Conservation Grants.

The Comprehensive Master Plan will give the department a road map for the next 10 years of development.

RESOLUTION R-92-2021

A RESOLUTION TO APPROVE A CONTRACT WITH KIMLEY HORN FOR THE CITY
OF LAKE LAND COMPREHENSIVE PARKS MASTER PLAN

WHEREAS, the City desires professional services for the creation of a Comprehensive Parks Master Plan; and,

WHEREAS, Kimley Horn was selected from four proposals received; and,

WHEREAS, Kimley Horn is willing and able to provide these services as specified in the Contract Documents; and,

WHEREAS, Funding will be appropriated from the Park Development fund for Fiscal-Year 2022; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Board of Commissioners of the City of Lakeland that the City Manager is now authorized and directed to enter into a contract for Professional Comprehensive Parks Master Planning Services in the amount of Ninety-Nine Thousand, Five Hundred Dollars (\$99,500).

PASSED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 14th day of October, 2021.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell, City
Recorder



October 5, 2021

Mr. Patrick O'Mara
Comprehensive Parks and Recreation Master Plan 2021-2031
City of Lakeland
10001 Hwy 70
Lakeland, Tennessee 38002

RE: *Professional Services Agreement*
 Comprehensive Parks and Recreation Master Plan 2021-2031
 Lakeland, Tennessee

Dear Mr. O'Mara:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the City of Lakeland, Tennessee ("City") for professional consulting services related to the Comprehensive Parks and Recreation Master Plan 2021-2031.

PROJECT UNDERSTANDING

The City of Lakeland desires to complete a systemwide recreation master plan. The Plan will analyze current population and projected growth in order to provide appropriate future recreation recommendations. The plan will evaluate current recreational facilities and amenities in order to develop needs and goals with achievable strategies for the City to begin implementing. This plan will create a roadmap for the park system over the next 10 years and help meet the requirements of the Tennessee Department of Environment and Conservation's (TDEC) requirements for receiving grant funding, such as the Local Parks and Recreation Fund (LPRF).

SCOPE OF SERVICES

Our Scope of Services and Fee are as follows:

Task 1 – Project Management and Meetings

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

Task 1.1 – Kickoff Meeting

Kimley-Horn will facilitate one (1) project kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes.

Task 1.2 – Staff Interviews, Stakeholder Meetings, Council Meeting, Site Visits

In Trip One, Kimley-Horn will interview staff members and project stakeholders to collect their initial input on the plan and park system. Kimley-Horn will also attend a Council meeting on this day to discuss the project and facilitate a Strengths Weakness Opportunities Threat (SWOT) Analysis. Kimley-Horn will also visit the City park facilities to gather information pertinent to completing Task 3.3 below. General notes and topics of discussion will be documented in meeting minutes. These meetings are assumed to take place in two (2) consecutive days.

Task 1.3 – Public Input

Kimley-Horn will spend up to four (4) hours at an event to reach out to the general public to share the project process and overview as well as begin collecting data for the Needs Assessment portion of the project.

Task 1.4 – Draft Plan Review Meeting

Kimley-Horn will facilitate one (1) meeting to present the draft master plan elements for staff comment.

Task 1.5 – Final Plan Presentation

Kimley-Horn will make one (1) final presentation to the City in order to present the highlights of the Final Master Plan.

Task 2 – Demographic Analysis

Kimley-Horn will evaluate existing U.S. Census Bureau data to assess the demographic characteristics of the City's population. Categories will consist of population trends and projections, age, education, employment, income, and housing characteristics as provided by the U.S. Census Bureau. Kimley-Horn will assess how the demographic characteristics affect the recreational habits of the residents and provide recommendations for modifications to existing parks, programming, and services to better meet the needs of the City's residents.

Task 3 – Existing Conditions and Needs Assessment

Task 3.1 – Review Existing Plans

Kimley-Horn will collect and review existing plans and reports that are applicable to this project as follows:

- 2009 Lakeland Recreation Master Plan
- Lakeland Athletic Complex Planning Questionnaire, April 2021
- Lakeland ADA Self Evaluation and Transition Plan
- IH Managerial Park Master Plan
- Sports Complex Master Plan and Phase 1 Construction Documents

A brief summary of key points from these previous plans will be noted in the Master Plan report as they pertain to this project.

Task 3.2 – Needs Assessment Survey

Kimley-Horn will create a Needs Assessment Survey that will consist of up to twenty (20) questions for citizens to provide public input for this project. This survey will be provided in an online format as well

as a printed version. Kimley-Horn will provide an executive summary of the survey methodology, a description of major findings, and charts to depict highlights of the results as a section in the Master Plan report.

Task 3.3 – Evaluate New Park Facilities

Kimley-Horn will visit the seven (7) existing City park facilities. Facility assessments will consist of facility name, location, map, size, existing photos, list of amenities, assessment, and recommendations separated into short and long-term needs. Facility assessments will be provided for the following facilities:

- City Hall Park
- International Harvester Managerial Park
- Cool Springs Park
- Oak Ridge Park
- Windward Slopes Park
- Zadie E. Kuehl Memorial Park
- Plantation Hills Park

Task 4 – Benchmark Analysis

A Benchmark Analysis will be completed to compare the Lakeland Parks and Recreation Department to three (3) other relevant peer agencies. Kimley-Horn will work with the Client to identify the 10 key metrics to be surveyed and analyzed, as well as the benchmarked communities. The Client will send the surveys to the three (3) benchmark agencies. Kimley-Horn will provide tables comparing the data provided by the benchmark agencies to Lakeland's information as well as provide supporting text for the Master Plan report.

Task 5 – Staffing Assessment

Kimley-Horn will analyze the Department's reoccurring operations, maintenance, and other tasks as well as look for opportunities for improved efficiencies through location of equipment or investments of technologies. Kimley-Horn will provide a summary of findings and recommendations and supplemental text to insert into the Master Plan report.

Task 6 – Program Assessment

Kimley-Horn will review a consolidated list from staff of the Department's existing programs and events. Kimley-Horn will compare this list of provided programs to the needs of the community identified in the outcomes of Task 3 above. Kimley-Horn will analyze the age segment distribution, lifecycle analysis, similar provider analysis, gap analysis, duplication of service, and user fee analysis. The goal of this task is to provide a list of recommendations of recreation program enhancements to provide more successful and innovative program offerings for the residents of Lakeland.

Task 7 – Financial Analysis and Revenue Strategies

Kimley-Horn will perform a financial analysis that will analyze the Department's pricing policies, user fees, current and other revenue generating opportunities, and grant opportunities. Kimley-Horn will

identify opportunities for the City to improve the financial sustainability of the Department including increasing current and new sources of revenue that may consist of enhancing programming opportunities with increased registration, customer retention, and thus increased revenues.

Task 8 – Proposed Site Concept Planning*Task 8.1 – Site Selection*

Based on the identified deficiencies or distribution inequalities from the effort completed in the tasks above, Kimley-Horn will work with City staff to identify up to two (2) sites for proposed new park facilities in order to fill gaps in level of service and better meet the City's needs.

Task 8.2 – Base Mapping

Kimley-Horn will acquire GIS and aerial mapping from the Client to create a base map for each of the two (2) park concepts.

Task 8.3 – Schematic Park Master Plans

Kimley-Horn will prepare a high-level schematic site master plan for each of the two (2) sites, diagramming the recommended improvements as well as providing precedent images to depict the proposed park elements.

Kimley-Horn will provide draft concepts to the Client for review. The Client will provide a consolidated list of revisions. Kimley-Horn will make one (1) round of revisions to create the final park concepts.

Kimley-Horn will develop planning level opinions of probable construction costs for the 2 schematic plans.

Task 9 – Implementation Plan

Kimley-Horn will refine and organize the needs identified in the tasks above into a series of actionable recommendations that will be organized into high and low priority sets in the following categories:

- Existing Parks, Open Spaces & Facilities
- Programming
- Staffing
- New Facilities

These recommendations will be portrayed in an Implementation Matrix that provides the following items for each recommendation:

- Priority
- Project scope
- Potential budget impact
- Suggested funding sources

Task 10 – Master Plan Report

Kimley-Horn will prepare a summary master plan report detailing the findings and recommendations of the project and compile the important documents and deliverables from the tasks above. The report will

consist of graphics, tabular formats where feasible, and summary text that documents the process of the plan development. The plan will consist of the following sections:

- Current Master Plan Documents
- Community Involvement
- Demographic Analysis
- Benchmarking
- Facility Analysis and Recommendations
- Program Assessment
- Staffing Recommendations
- Financial and Revenue Strategies
- Implementation Plan
- Conclusion

A draft plan document will be submitted to City staff for review and comment for a thirty (30) day review period. Once a consolidated set of comments are received from the City, Kimley-Horn will address these comments and revise the document. The final document will then be submitted to the City in both digital PDF format as well as two (2) printed paper copies.

Task 11 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional design beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Others as requested by the Client

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's Kimley-Horns or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

We will provide our services as expeditiously as practicable. Assuming a Notice to Proceed in October 2021 we will target a draft report completion by the end of April 2022 and the final report completed by the end of May 2022.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 10 for the total lump sum fee below.

Task 1 Project Management and Meetings	\$16,000
Task 2 Demographic Analysis	\$ 6,500
Task 3 Existing Conditions and Needs Assessment	\$10,500
Task 4 Benchmark Analysis	\$ 5,000
Task 5 Staffing Analysis	\$ 5,000
Task 6 Program Assessment	\$ 7,500
Task 7 Financial Analysis and Revenue Strategies	\$ 4,000
Task 8 Proposed Site Concept Planning	\$11,000
Task 9 Implementation Plan	\$ 9,000
Task 10 Master Plan Report	\$24,000
Project Expenses	\$1,000
Project Total	\$99,500

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

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

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

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Michael Shelton, PLA, AICP
Project Manager

DocuSigned by:

BEC900D787444D4...

Drake Danley, P.E.
Assistant Secretary

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2021.

CITY OF LAKELAND, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

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

(with modifications to sections 3, 4(c), 4(e), 5, 10, and 13, and removal of section 4(d))

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation may be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on

extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant,. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall client be liable to the consultant for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - authorizing the City Manager to execute a contract with Civic Plus for SeeClickFix Citizen Request Management solution. *Sponsored by Josh Thompson*

Staff Contact: Josh Thompson, GIS Manager

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute a contract with Civic Plus for SeeClickFix Citizen Request Management solution in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).

BUDGET IMPACT

This contract, in the amount of Twelve Thousand Five Hundred Dollars (\$12,500), will be funded from the General Fund – Data Processing Services. This expense is a budgeted item in the approved Fiscal Year 2021-22 budget.

DISCUSSION

The SeeClickFix Citizen Request Management solution will allow residents to report issues they encounter within the City and communicate those issues directly to City staff. Users can receive notifications, including targeted notifications, from City staff related to specific topics. The SeeClickFix platform can be accessed from the City's website or from a dedicated mobile application and provides the user with a simplified reporting experience. This solution integrates with the City's GIS and AMS services and will serve as one piece of a communication strategy that seeks to better engage residents.



Prepared for:

Josh Thompson
Lakeland TN
10001 US Highway 70
Lakeland, Tennessee, 38002
jthompson@lakelandtn.org
(901) 867-2717

Prepared by:

Mike Nicholson
michael.nicholson@civicplus.com

Issue Date:

9/22/2021

Pricing Expires:

9/30/2021

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Annual - Unlimited Users	SeeClickFix Unlimited Annual Licenses	1.00	USD 7,500.00
Marketplace App Annual	Marketplace App Annual	1.00	USD 0.00
SeeClickFix Connector for Cityworks AMS (SR + WO)	SeeClickFix-hosted integration with Cityworks AMS for Service Requests and/or Work Orders. https://www.civicservice.civicplus.help/hc/en-us/articles/360043429954-SeeClickFix-Connect-for-Cityworks	1.00	USD 5,000.00
SeeClickFix Account Config	SeeClickFix Account Configuration	1.00	USD 0.00
TOTAL:			USD 12,500.00

List Price - Year 1 Total	USD 47,500.00
Total Investment - Year 1	USD 12,500.00
Annual Recurring Costs - Year 2	USD 12,500.00

*Annual Recurring Costs are subject to 5% annual technology uplift beginning in year 4 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://legal.seeclixfix.com/terms-and-conditions-cp/> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to twelve (12) months from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW may be extended for up to two (2) additional one-year renewal terms ("Renewal Term"), for a cumulative total of thirty-six (36) months, by written mutual agreement of the Parties 90 days before the expiration of the current term. The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.
5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that

CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.

6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.
7. If the "Conversations" line item is included in this SOW above, the following terms shall apply: The text message (SMS/ MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.
8. The Marketplace App discount rate provided herein shall remain in effect throughout the life of this SOW.

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: [https:// legal.seeclickfix.com/terms-and-conditions-cp/](https://legal.seeclickfix.com/terms-and-conditions-cp/)

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [<https://legal.seeclickfix.com/terms-and-conditions-cp/>], and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and the Lakeland, TN. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
Terms and Conditions § G1	The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Shelby County, TN. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.
Terms and Conditions §G2	The laws of United States and the State of Tennessee shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Tennessee and federal courts located in the State of Tennessee.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

RESOLUTION R-82-2021
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
CIVIC PLUS FOR SEECCLICKFIX CITIZEN REQUEST MANAGEMENT
SOLUTION

- WHEREAS,** the City of Lakeland desires to utilize a citizen engagement and request application; and,
- WHEREAS,** Civic Plus provides a citizen request and engagement service; and,
- WHEREAS,** the annual cost for licensing and integration is \$12,500; and,
- WHEREAS,** the contract will be funded from the approved Fiscal Year 2021-22 Annual Budget from the General Fund – Data Processing Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute a contract with Civic Plus for SeeClickFix Citizen Request Management solution in the amount of Twelve Thousand, Five Hundred Dollars (\$12,500). This amount is a budgeted item in the approved Fiscal Year 2021-2022 budget.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 14th day of October 2021, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

ORDINANCE O-12-2021

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE LAKELAND MUNICIPAL CODE RELATED TO THE SALE OF BEER

WHEREAS, Lakeland currently regulates the sale of beer within its municipal limits;

WHEREAS, The Mayor and Board of Commissioners of the City of Lakeland desire to continue regulating the sale of beer in a manner that encourages economic development within Lakeland;

WHEREAS, The Mayor and the Board of Commissioners for the City of Lakeland desire to remove certain regulations that might prevent retail food stores from moving to Lakeland or might otherwise stifle economic development in Lakeland.

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

Section 1: Section 8-211 of the Lakeland Municipal Code is hereby repealed in its entirety and replaced with the following:

CHAPTER 2 BEER

8-211. Interference with public health, safety, and morals prohibited.

No permit authorizing the sale of beer will be issued when such business would cause congestion of traffic or would interfere with schools, churches, or other places of public gathering, or would otherwise interfere with the public health, safety, and morals. In no event will a permit be issued authorizing the manufacture or storage of beer, or the sale of beer within three hundred feet (300') of any school, church or other place of public gathering. The distances shall be measured in a straight line from the nearest point on the property line upon which sits the building from which the beer will be manufactured, stored or sold to the nearest point on the property line upon which sits the building of the school, church or other place of public hearing. Notwithstanding the foregoing, a retail food store, as defined in Lakeland Municipal Code 8-301(k), may be issued a permit for the sale of beer so long as the retail food store is located at least two hundred fifty feet (250') from the nearest school, church, or other place of public gathering. The distances shall be measured as set forth above.

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

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

PASSED AND ADOPTED by the Mayor and Board of Commissioners of the City of Lakeland, Tennessee on this 14th day of October 2021, the public welfare requiring it.

First Reading	September 9, 2021
Second Reading	October 14, 2021
Public Hearing	October 14, 2021

ATTEST:

Mike Cunningham, *Mayor*

Debra Murrell, *City Recorder*

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - to approve a contract with Kimley Horn for the Lakeland Transportation Plan Update. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a contract with Kimley Horn for the Lakeland Transportation Plan Update.

BUDGET IMPACT

The City of Lakeland is utilizing STBG funds for this project, which consists of 80% Federal funds and 20% Local Funds. The total budgeted amount for the project is \$350,000 of which the City's portion is \$70,000. The monies were budgeted in Fiscal Year 2021 but since the project has not begun, they are being transferred to Fiscal Year 2022 through Budget Amendment. The funds will be from the General Fund - Engineering - Transportation Plan Update.

DISCUSSION

The City of Lakeland's last Transportation Plan Update was conducted in 2009. The City has seen a significant amount of growth in the last twelve years driving the need for an update to the Transportation Plan. The Transportation Plan assesses the City's existing road network and provides guidance for future build-out of the City related to its transportation needs.

The City issued an RFQ in September 2021 for qualified consultants interested in the project. Of the three (3) proposals received, Kimley Horn was selected based on their experience with Transportation Studies and Long Range Transportation Planning. The update will include:

- Data collection
- Land Use Scenarios (Typical vs High Growth) - Full Build Out for higher growth areas / 2050 Horizon Year for slower growth areas
- Capacity and Level of Service analysis
- Evaluation of future roadway connections including network alternatives
- Intersection analysis
- Safety analysis with recommended improvements

- Bike and Pedestrian Plan

The City will host 2 public meetings, an initial kick-off and a final plan presentation. Additionally, the Consultant will utilize ArcGIS StoryMaps to provide a site where the public can have continuous engagement throughout the project.

RESOLUTION 91-2021

A RESOLUTION APPROVING A CONTRACT WITH KIMLEY HORN FOR LAKELAND
TRANSPORTATION PLAN UPDATE

WHEREAS, the City wishes to update its Transportation Plan; and,

WHEREAS, the City is the recipient of STBG funds for the project consisting of 80% Federal funds and 20% Local funds; and,

WHEREAS, the City issued RFQ in September 2021 soliciting proposals for the Transportation Plan Update; and,

WHEREAS, Kimley Horn was selected to provide professional services related to the Transportation Plan Update; and,

WHEREAS, the Transportation Plan Update was budgeted in Fiscal Year 2021 but not expended therefore the funds will be transferred through a budget amendment to Fiscal Year 2022 General Fund – Engineering – Transportation Plan Update

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to approve a contract with Kimley Horn for the Transportation Plan Update not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

October 7, 2021

Ms. Emily Harrell
City Engineer
City of Lakeland
10001 Hwy 70
Lakeland, Tennessee 38002

**Re: Professional Services Agreement
Transportation Plan Update, Lakeland, Tennessee**

Dear Ms. Harrell:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Lakeland ("City" or "Client") for providing professional transportation engineering services related to the Transportation Plan Update.

PROJECT UNDERSTANDING

The City of Lakeland desires to update their existing Transportation Plan. The goal of the project is to develop a plan consisting of recommendations for investments in the Lakeland transportation network to address the growth experienced since the last transportation plan update and the growth expected over the next 20 years. The plan will evaluate the current and future needs of the transportation network within the City and incorporate multimodal planning for bicycle and pedestrian facilities. The plan will have a public involvement component and tasks related to safety and traffic calming evaluations.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1—Project Kick-off Meeting

Prior to the project kick-off meeting, Kimley-Horn will develop a project work plan identifying the project tasks, deliverables, and milestones. This work plan will identify the steps and milestones necessary for completion of the Transportation Plan Update. The work plan will be revised and finalized based on the Client's input as discussed at the kick-off meeting. The work plan will be tracked on a monthly basis.

Kimley-Horn will prepare for and conduct a project kick-off meeting with the client to discuss the following:

- Points of contact;
- Project schedule;
- Administrative and accounting mechanisms;
- Available data and additional data collection needs;
- Process of submittals and outline of deliverables;
- Documentation and deliverable format;
- Project coordination procedures

Kimley-Horn will prepare and distribute meeting minutes after the kick-off meeting. Kimley-Horn will revise the project work plan based on information discussed at the meeting and provide a final project work plan with the meeting minutes.

Deliverables:

- Draft Project Work Plan in electronic PDF format to the Client
- Meeting Minutes in electronic PDF format to the Client
- Final Project Work Plan in electronic PDF format to the Client

Task 2 – Public Involvement

Public Involvement Plan

Kimley-Horn will develop a public involvement plan for the project that outlines the roles and responsibilities of the project advisory group, proposed project schedule for the public workshops, and provisions for maintaining contact with the public through the use of the online Story Map website, social media, flyers, and formal presentations at City meetings and other local events.

Kimley-Horn will provide the draft public involvement plan to the City for review and will respond to one round of consolidated comments. Kimley-Horn will update the plan based on City feedback and will update the plan throughout the project to document public engagement activities.

Project Advisory Group

Kimley-Horn will work with the City to identify the members of the project advisory group. The project advisory group will act as an internal review committee that will assist with the review of preliminary documents prior to distribution to the public. Kimley-Horn will meet with the project advisory group up to four times during the project. Kimley-Horn will coordinate with the City to schedule dates and times for each meeting. The meetings are anticipated to be held virtually. Kimley-Horn will prepare meeting agendas and materials to be reviewed by the advisory group and will distribute prior to each meeting.

Online Story Map

Kimley-Horn will develop an online project website using Esri's ArcGIS Story Map. Kimley-Horn assumes that we will host the online project site during the duration of the project. If the City has ArcGIS Online (AGOL) or ArcGIS Enterprise Portal the project site can be developed and hosted on the City's Esri account but access will need to be provided to Kimley-Horn prior to development of the online applications. All GIS files used to develop the online interactive map will be requested by Kimley-Horn and provided by the City at the start of the project. The project Story Map and all associated GIS layers will be transferred to the City at the conclusion of the project. The online project site will be used to summarize project goals, outline the project schedule and capture and communicate community input throughout the project. An interactive map will be developed and linked to the project site that will display the draft revised roadway network including bicycle and pedestrian connections for the public to review and provide location specific comments directly on the map. The project site will also provide an opportunity for the public to complete online surveys posted

during the project milestone phases of the project. Kimley-Horn will develop up to two online surveys for posting on the project site. Kimley-Horn will summarize feedback and comments collected through the online project site, interactive map, and online surveys in the public involvement plan.

Kimley-Horn will coordinate with the City's GIS staff to obtain GIS information associated with the data collection efforts of this project as well as information that can be publicly shared through the online public Story Map application.

Project Fact Sheet

Kimley-Horn will prepare a fact sheets to explain the goals and scope of the project. Kimley-Horn will provide the fact sheets in electronic PDF format to the City for review and distribution. It is anticipated that the fact sheets will be one front-and back page (8.5"x11" size) and used for public mailers. Kimley-Horn will develop up to two project fact sheets for this project.

Public Workshops

Kimley-Horn will prepare for and attend up to two Public Workshops. Kimley-Horn will work with the City to choose the location and dates/times of the Public Workshops. Kimley-Horn assumes that we will not be responsible for advertising or setting up the meeting and that this effort will be handled by the City.

Kimley-Horn will develop the Public Workshop content and presentation. The Public Workshop will be held as a combined virtual and in-person meeting, structured to allow the option for community members to provide feedback through the format that they find more comfortable and convenient. For each workshop, Kimley-Horn will prepare a summary presentation of project findings and recommendations and will present to the public. The online portion of the workshop will be setup as a webinar and the public will be required to pre-register to attend for security and documentation purposes. Kimley-Horn will collect and consolidate questions and comments received during the workshops in the public involvement plan.

Deliverables:

- Draft copy of the Public Involvement Plan in electronic PDF format to the Client
- Online Story Map in web-based format to the Client.
- Up to two online surveys in electronic PDF format to the Client
- Up to two project fact sheets in electronic PDF format to the Client

Task 3—Data Collection

Kimley-Horn will obtain the following information and/or items from the City:

- Current Land Use Plan
- Current Transportation Plan,
- Current Bike and Pedestrian Plan,
- GIS data for roadway characteristics,

- Existing traffic count data (24-hour or turning movement counts),
- Previously completed traffic impact studies,
- Bike and pedestrian counts,
- Existing commercial development types and employment data, if available,
- Desired floor area ratios for commercial and industrial development, and residential development densities (dwelling units per acre),
- Desired open space requirements as a percentage of a parcel,
- Current site plans for approved or pending developments within the City.

Kimley-Horn will obtain the latest version of the base year and future year travel demand model from the Memphis Metropolitan Planning Organization (MPO). The current travel demand model base year is 2016. We will work with the City to obtain available datasets and maps in digital form or PDF associated with the mapping of the land use plan, zoning, parcels, and any proposed developments within the City limits.

Kimley-Horn will obtain 24-hour roadway traffic counts, bicycle and pedestrian counts, and recent traffic studies within the study area from the City, Shelby County, the Tennessee Department of Transportation, and the MPO.

Kimley-Horn will collect 24-hour roadway traffic counts at up to 15 locations within the study area. Kimley-Horn will collect 4-hour turning movement counts at up to 12 locations within the study area. Kimley-Horn and the City will confirm the final locations for the roadway and turning movement counts at the Project Kick-off meeting.

Task 4—Existing Base Year Evaluations

Regional Model Data Review

Kimley-Horn will review the existing regional travel demand model data within the City to determine the changes required for the development of a subarea travel demand model for the Lakeland area. The transportation and socio-economic inputs to the regional model will be reviewed for accuracy and appropriate scale in coordination with the City of Lakeland. Comments and issues identified during this task will be used as an input to the development of the base year (2020) and the full build-out subarea models. As part of this task, Kimley-Horn will complete the following subtasks:

1. Review Regional Model Traffic Analysis Zone (TAZ) Structure

Kimley-Horn will review the TAZ structure in the Regional Model based on the Lakeland land use plan and future development information. Kimley-Horn will identify TAZs with insufficient granularity in this step.

2. Review Roadway Network Structure and Attributes

Kimley-Horn will compare the roadway network in the Regional Model to the existing Lakeland Transportation Plan. Kimley-Horn will include all roadways in the existing Transportation Plan in the subarea model.

3. Review Model Base Year Household and Employment Data

Kimley-Horn will review the accuracy of the 2016 household and employment attributes with the City. Kimley-Horn will identify TAZs with significant errors or discrepancies and work with the Client to identify more accurate data for the subarea model.

Existing Base Year Model Development

Kimley-Horn will update the 2016 base year travel demand model to reflect the current roadway network and current land use. Kimley-Horn will review area traffic counts, model parameters, and subarea model performance to validate the revised base year model. Kimley-Horn will discuss the results of this validation with the City in a project meeting. Kimley-Horn will complete the following subtasks:

1. Refine Regional Model Network and TAZ Structure

Kimley-Horn will refine the roadway network and TAZ structure based on the review results as described above. Kimley-Horn will disaggregate TAZs with insufficient granularity to the appropriate size. Roadways with a functional classification of collector and above within the study area will be in the model network. Select local roadways important in the study area for connectivity will be in the roadway network, as necessary. Kimley-Horn will populate the link level attributes based on 2016 aerial photos, TDOT TRIMS database, and applicable construction plans. Kimley-Horn will review and modify centroid connectors based on the new TAZ structure and the local road configuration in specific TAZs. Kimley-Horn will use the revised traffic analysis zones for both the existing and future year models.

2. Disaggregate Base Year Household and Employment Model Data

The household and employment obtained during the data review task will be reviewed and disaggregated as appropriate for each TAZ. In locations where TAZs are disaggregated, the housing and employment within the split TAZs will add up to the control total from the original TAZ data.

3. Traffic Counts Database for the Base Year Model

Kimley-Horn will collect twenty-four hour coverage counts and the functional classification counts in the study area from the regional model counts database, the Tennessee Department of Transportation (TDOT), the City through recent and current traffic studies, and the additional counts collected under Task 3. Kimley-Horn will review the coverage and accuracy of the existing counts. All counts collected will be used as the input to develop the new count database for the subarea model.

4. Model Setting Refinement and Validation

Based on the updated network and TAZ attributes, Kimley-Horn will review and validate the sub-model parameters carried over from the regional model. Kimley-Horn will use the same validation criteria used by the regional model to validate the sub-area model assignment results.

5. Technical Memorandum

Kimley-Horn will prepare a technical memorandum documenting key decisions, and development and operation of the travel demand model. Kimley-Horn will submit the technical memorandum to the Client for review.

Deliverables:

- A draft copy of the technical memorandum: Development of Lakeland Subarea Travel Demand Model (Base Year 2016) in electronic PDF format to the Client

Task 5—Future Year Evaluations

Kimley-Horn will use the 2016 Lakeland Subarea Model developed in Task 4 and the land use plan provided by the City, to develop a full build-out Lakeland Subarea travel demand model. Kimley-Horn will model the Existing plus Committed (E+C) transportation network based on the current Memphis MPO Regional Transportation Plan (RTP), Transportation Improvement Program (TIP), roadway capacity improvement projects in Lakeland's Capital Improvement Program (CIP), and any committed projects by private developers identified by the City. Kimley-Horn will complete the following subtasks:

1. Land Use Data Collection

Using the data provided by the City as outlined in Task 3, Kimley-Horn will establish the forecast year representing full build-out of all approved developments, pending developments, and currently undeveloped parcels within the study area. Based on the existing zoning, Kimley-Horn will develop TAZ level attributes as input to the trip generation and distribution models. Kimley-Horn will use the City provided desired floor area ratios, desired residential development densities (dwelling units per acre), and desired open space requirements as a percentage of parcel area for parcels within and immediately adjacent to the study area. Kimley-Horn will use the City provided current site plans for approved or pending developments within and immediately adjacent to the study area.

2. Review/Modify E+C Network

Kimley-Horn will obtain committed and planned roadway project information from the City. The City will provide future committed and planned roadway projects not shown in the CIP, RTP, or Transportation Plan. Kimley-Horn will review the roadway projects in the current RTP and resolve any inconsistencies. Kimley-Horn will prepare a map showing the existing plus committed roadway network (E+C network) for the forecast year and submit to the City for review.

3. Model Full Build-out Land Use Data Scenario #1 (Standard Growth) and E+C Network

Kimley-Horn will conduct the baseline model run with full build-out land use data assuming standard growth within the City and the E+C network. Kimley-Horn will work with the City to define the standard land use growth to be used in this scenario. Kimley-Horn will summarize the

preliminary model output and present the summary to the City. Kimley-Horn will conduct additional model calibration based on comments received from the City.

4. Model Full Build-out Land Use Data Scenario #2 (Aggressive Growth) and E+C Network

Kimley-Horn will conduct a second baseline model run with full build-out land use data assuming a more aggressive land use growth within the City and the E+C network. Kimley-Horn will work with the City to define the aggressive growth to be used in this scenario. Kimley-Horn will summarize the preliminary model output and present the summary to the City. Kimley-Horn will conduct additional model calibration based on comments received from the City.

5. Roadway Deficiency Analysis

Kimley-Horn will conduct a deficiency analysis based on the finalized E+C model results for each land use data scenario (standard growth and aggressive growth) and the E+C network. Kimley-Horn will calculate Level of Service (LOS) measures at the daily level for roadway segments between major intersections using the Highway Capacity Manual methodology for both land use scenarios. Kimley-Horn will identify roadway segments projected to operate at LOS E or worse based on the modeling results as deficient for each land use scenario.

6. Technical Memorandum

Kimley-Horn will prepare a technical memorandum documenting the full build-out land use scenario assumptions and data forecasts, E+C network, and results of the deficiency analysis. Kimley-Horn will submit the technical memorandum to the Client for review.

Deliverables:

- Draft copy of the technical memorandum: Development of Future Year Subarea Model and Deficiency Analysis in electronic PDF format to the Client.

Task 6—Modified Roadway Evaluations

For roadway segments projected to operate at LOS E or worse based on the deficiency analysis in Task 5, Kimley-Horn will determine the required number of travel lanes to achieve roadway LOS D or better. Using the stakeholder input, City input, and the deficiency analysis results, Kimley-Horn will develop up to two alternative roadway plans for further evaluation for each land use scenario identified in Task 5. Kimley-Horn will review these roadway alternatives with the City prior to finalization.

After the alternatives are finalized, Kimley-Horn will conduct full build-out model runs for each of the roadway alternatives. Kimley-Horn will summarize resulting LOS measures and effectiveness of the roadway alternatives and review with the City. Kimley-Horn will develop a final set of improvement recommendations for each roadway alternative. Kimley-Horn will develop a modified network to incorporate the recommended roadway plan alternatives and run the model with the full build-out demand and the recommended roadway plans. Kimley-Horn will summarize and present the results to the City prior to completion of the overall project documentation.

Deliverables:

- Copies of four alternative roadway plans in electronic PDF format to the Client
- Final set of recommended roadway plan alternatives in electronic PDF format to the Client

Task 7 – Multimodal Planning

Kimley-Horn will integrate bicycle and pedestrian needs into the planning process by assessing the current system in terms of connectivity, mobility, and access to create a comprehensive and cohesive plan. Kimley-Horn will integrate the current bike and pedestrian plan into the transportation system. Balanced by the desires of the public, the end product will be an interconnected bicycle and pedestrian system that serves both transportation and recreational needs.

Kimley-Horn will identify an on-street bicycle plan that fits into the overall transportation plan. Kimley-Horn will work with the City to identify popular and desired cycling destinations and routes. Kimley-Horn will also review bicycle plans adopted by the MPO and the State as well as closely examine the Mid-South Regional Greenprint to ensure appropriate external connection points are coordinated.

Kimley-Horn will work with the City to identify opportunities for greenway and off-greenway pedestrian elements that fit into the overall transportation plan and provide connectivity along routes to popular and desired walking destinations.

All recommendations made as a part of Task 7 will be summarized in the project documentation in Task 10.

Task 8 – Safety Evaluation and Traffic Calming Toolbox*Safety Evaluation*

Kimley-Horn will download roadway geometry, crash data, and posted speed limits from the Tennessee Department of Transportation's electronic Traffic Information Management System (eTRIMS). The crash data downloaded from eTRIMS will be for the most recent five years for the City of Lakeland.

Kimley-Horn will review the crash data from eTRIMS to identify potential issues at reported crash locations and other data elements. Kimley-Horn will geocode and link the crash data in GIS to specific roadways/routes using the eTRIMS network.

Kimley-Horn will develop heat maps based upon the number of crashes at locations throughout the City of Lakeland. Kimley-Horn will develop a screening tool to rank locations within the City of Lakeland based on crash data. Kimley-Horn will work with the City to identify the screening criteria to be included in the tool. Kimley-Horn will provide a prioritized ranking of high crash locations within the City using the screening tool. Kimley-Horn will develop a safety toolbox for the City consisting of various types of safety improvements that could be implemented at intersections and typical benefits and costs associated with each type of improvement.

Traffic Calming Toolbox

Kimley-Horn will review the City's current Neighborhood Traffic Calming Policy. Kimley-Horn will perform a peer review of up to three traffic calming policies from similar cities.

Kimley-Horn will develop a traffic calming toolbox to assist the City in making decisions regarding the implementation of traffic calming devices. The toolbox will consist of a list of potential traffic calming devices, typical benefits, and potential costs. Kimley-Horn will develop a screening tool as a part of the toolbox to help the City evaluate locations for consideration of traffic calming and help determine the appropriate type of device to install, if warranted.

Kimley-Horn will revise the current traffic calming policy with the traffic calming toolbox and screening tool. Kimley-Horn will provide a draft of the updated policy to the City for review. Kimley-Horn will address one set of consolidated comments from the City and provide a final copy of the revised policy to the City.

Deliverables:

- Draft copy of the updated policy in electronic PDF format to the Client
- Final copy of the updated policy in electronic PDF format to the Client.

Task 9 – Intersection Level Analysis

Kimley-Horn will perform an intersection level analysis at up to 12 intersections within the City of Lakeland. Kimley-Horn will work with the City at the kick-off meeting to identify the 12 locations to be analyzed.

Kimley-Horn will use the intersection turning movement counts collected in Task 3 to build an existing base model in Synchro. Kimley-Horn will develop future intersection movement counts using the future roadway volumes from the model developed in Task 5. Kimley-Horn will validate the future turning movement counts using accepted post processing techniques. Kimley-Horn will develop future year Synchro models for up to 12 intersections and analyze the intersections in accordance with the provisions of the *Highway Capacity Manual*.

Kimley-Horn will document and compare the LOS, delays, and 95% queues by movement at each intersection for the base and future year scenarios. Kimley-Horn will identify deficient movements at each intersection. Deficient movements will be defined as any movement that is LOS E or worse, or degrades by two or more LOS. Kimley-Horn will make recommendations for each intersection to mitigate the deficient movements. Recommendations may consist of geometry improvements or changes in traffic control. Kimley-Horn will present a summary of the recommended improvements to the City for review prior to including them in the overall plan documentation.

Deliverables:

- Draft intersection improvement recommendations in electronic PDF format to the client.

Task 10—Documentation and Presentations

Kimley-Horn will develop a Transportation Plan document. The Transportation Plan document will consist of a summary of the public involvement process, data collection, study methodology, assumptions, findings, and recommendations. Kimley-Horn will prepare Level-of-Service/congestion maps for both alternative and recommended plans. Kimley-Horn will prepare summary reports for Measures-of-Effectiveness (VHT, VMT, Delay, etc.), if desired. The draft Transportation Plan report will provide a recommended roadway plan, recommended typical sections, and a recommended multimodal plan. Kimley-Horn will consolidate the collected data and information generated through the public workshops, online interactive tool, and evaluations in the document appendix.

Kimley-Horn will provide the two alternative roadway plans for each of the future year land use plans in GIS format. One supplemental PDF version for each of the roadway network alternatives will be developed based on established templates/layouts consistent with the overall Transportation Plan documentation. GIS format standards used will be based on the format agreed upon with the City at the project kickoff meeting. All GIS data will have completed metadata information with source references and will be delivered in a geodatabase or shapefile format (dependent on client preference).

Kimley-Horn will submit draft copies of the overall Transportation Plan document and GIS files to the City for review. Kimley-Horn will revise the documents based on one round of consolidated comments from the City. Kimley-Horn will prepare and submit the final copies of the Transportation Plan document and GIS files to the City.

Kimley-Horn will prepare for and attend one Planning Commission meeting and one Board of Commissioners meeting to present the findings and recommendations from the Transportation Plan.

Deliverables:

- Draft copy of the Transportation Plan document in electronic PDF format to the Client
- Draft copies of the alternative roadway plans in electronic GIS and PDF format to the Client
- Final copy of the Transportation Plan document in electronic PDF format to the Client
- Final copies of the alternative roadway plans in electronic GIS and PDF format to the Client.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional Public Workshops not listed in the Scope
- Additional Land Use Scenarios
- Additional Road Network Alternatives
- Traffic Signal Design Services
- Roadway Design Services

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Current Land Use Plan
- Current Transportation Plan,
- Current Bike and Pedestrian Plan,
- GIS data for roadway characteristics,
- Existing traffic count data (24-hour or turning movement counts),
- Previously completed traffic impact studies,
- Bike and pedestrian counts,
- Existing commercial development types and employment data, if available,
- Desired floor area ratios for commercial and industrial development, and residential development densities (dwelling units per acre),
- Desired open space requirements as a percentage of a parcel,
- Current site plans for approved or pending developments within the City.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Project Kick-off – mid-November 2021
- Perform Data Collection – November to early December 2021
- Create Project Website and Online Story Map – December 2021
- Perform Existing Base Year Modeling – January/February 2022
- Public Workshop #1 – March 2022
- Perform Future Year Modeling – April/May 2022
- Develop Alternate Roadway Plans and Future Recommendations – June/July 2022
- Public Workshop #2 – August 2022
- Implement public feedback and finalize recommendations and alternatives – August/September 2022
- Plan Documentation – September 2022
- Present to Planning Commission and Board of Commissioners for Plan Adoption – October 2022

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 10 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Kick-off Meeting	\$ 9,600.00
Task 2	Public Involvement	\$ 54,600.00
Task 3	Data Collection	\$ 20,000.00
Task 4	Existing Base Year Evaluations	\$ 69,700.00

Task 5	Future Year Evaluations	\$ 49,800.00
Task 6	Modified Roadway Evaluations	\$ 38,800.00
Task 7	Multimodal Planning	\$ 14,600.00
Task 8	Safety Evaluations and Traffic Calming Toolbox	\$ 33,100.00
Task 9	Intersection Level Analysis	\$ 29,200.00
Task 10	Documentation	\$ 29,000.00
Total Lump Sum		\$ 348,400.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

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

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

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

(Intentionally Left Blank)

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: James F. Collins

Title: Senior Vice President

Signed:



Printed Name: Douglas A. Swett

Title: Project Manager

CITY OF LAKELAND

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS
(with modifications to sections 3, 4(c), 4(e), 5, 10, and 13, and removal of section 4(d))

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation may be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services

furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall client be liable to the consultant for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or

responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - authorizing the City Manager to enter into an independent contractor agreement for a youth recreation soccer program. *Sponsored by Pat O'Mara*

Staff Contact: Patrick O'Mara, Parks & Recreation Director

STAFF RECOMMENDATION

Staff recommends approval of this resolution

BUDGET IMPACT

This program will be operated by the Independent Contractor, and the City will receive a flat rate athlete fee for each season run by the contractor.

DISCUSSION

In the fall of 2020, the Parks and Recreation, Natural Resources Board (PRB) requested a contractor be brought in for the youth recreation soccer program. Two proposals were submitted and reviewed by the PRB during the winter of 2021.

In April, 2021, the PRB recommended working with Tennessee Soccer Academy on an Independent Contractor Agreement and the development of the Lakeland Soccer Academy, a new recreation soccer program for the City of Lakeland.

During the Parks, Recreation and Natural Resources Board meeting on September, 28, 2021, the board recommended the contract move to the Board of Commissioners for consideration.

RESOLUTION R-94-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN
INDEPENDENT CONTRACT AGREEMENT FOR A YOUTH RECREATION SOCCER
PROGRAM

WHEREAS, the City desires a recreation soccer program for the youth of the City of Lakeland; and,

WHEREAS, regional soccer providers presented their program philosophy and goals to the Parks Board during the winter of 2020-2021; and,

WHEREAS, the Parks Board requested that negotiations begin with Mr. Sean Andre, owner of Tennessee Soccer Academy, and Lakeland Resident for the development of an Independent Contractor Agreement for a recreation soccer program to be called Lakeland Soccer Academy; and,

WHEREAS, Tennessee Soccer Academy will coordinate with the Lakeland School System, where possible, to ensure consistent participant education, training, and development; and,

WHEREAS, the Parks and Recreation, Natural Resources Board recommended the contract move to the Board of Commissioners for consideration during their meeting on September 28, 2021; and,

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

PASSED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 14th day of October, 2021.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell, City
Recorder

City of Lakeland, TN
Independent Contractor Program Agreement

This agreement ("Agreement") is made this _____ day of _____, 20____ 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, an independent having a principal place of business at 10245 Ivy Oak Lane, Lakeland, TN 38002 ("**Program Operator**").

Program Operator will conduct a **Youth Recreation Soccer** Program for the citizens of Lakeland, TN utilizing City and partnering facilities. The City agrees to make available certain facilities ("Facilities"), identified in **Attachment A** to this 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 Agreement, Program Operator shall operate a recreation level soccer program for children ages five to eighteen years old (5-18) with the following divisions:

- i. Div. 5 (Coed U5: 4v4),
- ii. Div. 4 (Boys & Girls U6-U8: 4v4),
- iii. Div. 3 (Boys & Girls U9-U10: 7v7),
- iv. Div. 2 (Boys & Girls U11-U12: 9v9),
- v. Div. 1 (Boys & Girls U13-U18: 11v11)

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 Agreement. Notwithstanding anything in this 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.** This Agreement shall commence on the date of **October 15, 2021**, and shall expire on **June 30, 2023** unless terminated sooner or extended in accordance with the provisions hereof. This Agreement may be terminated immediately by the City for the Program Operator's violation of any of the provisions or conditions contained in this Agreement, or in the event the City determines in its sole discretion that the Program Operator's use of the Facilities 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 Agreement for convenience upon 60 days written notice, in its sole discretion and with no liability to the City.

3. **FACILITIES.** The Facilities to be provided by the City under this 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 or at the Facilities. Further, 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.

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 purposes of this Agreement.
5. **ADVERTISEMENT OF PROGRAM.** The City agrees to advertise the **Youth Recreation Soccer** Program by placing information about the program on the City of Lakeland's websites and media outlets. Program Operator shall not represent that the City of Lakeland is operating or supervising the **Youth Recreation Soccer** 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 fifteen dollars (**\$15.00**) per registrant.

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

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 at all times 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 Program Operator's 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, properly 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 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 personal property placed in the Facilities by 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 damages to persons or property that may be sustained by reason of the use of the Facilities under this 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 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 Agreement shall be delivered to the City before the subject Youth Recreation Soccer Program begins.

10. **RELATIONSHIP OF PARTIES.** Nothing in this 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 agreement.

City of Lakeland

Program Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A: Program Information

Program Operator: Tennessee Soccer Academy, LLC
Name of Program: Lakeland Soccer Academy
Address: 10245 Ivy Oak Lane, Lakeland TN 38002
Phone Number: 901-603-1119
Website: TBA

A. Program Description

Program Operator will run a recreation level soccer program for children ages five to eighteen years old (5-18) with the following divisions:

- Div. 5 (Coed U5: 4v4),
- Div. 4 (Boys & Girls U6-U8: 4v4),
- Div. 3 (Boys & Girls U9-U10: 7v7),
- Div. 2 (Boys & Girls U11-U12: 9v9),
- Div. 1 (Boys & Girls U13-U18: 11v11)

B. Program Dates, Times and Locations

Program Sessions:

Spring 2022

- Registration begins – November 2021
- Practice begins – March 7th, 2022
- End of season – May 21st, 2022

Fall 2022

- Registration begins – June 2022
- Practice begins – August 22nd, 2022
- End of season – Nov 12th, 2022

Spring 2023

- Registration begins – November 2022
- Practice begins – March 6th, 2023
- End of season – May 20th, 2023

Location Availability

Lakeland Prep Athletic Annex:

- Monday – Friday 5:00pm – 10:30pm
- Saturday & Sunday 7:00am – 10:30pm.

Lakeland Athletic Complex:

- Monday – Friday 4:00pm – 9:30pm
- Saturday & Sunday 7:00am – 9:30pm.

Locations – including each location's corresponding parking lot

- Lakeland Prep Athletic Annex – through an agreement with Lakeland School System
- Lakeland Athletic Complex

Fields – Specific field allocation to be determined prior to each season's registration period.

C. Program Registration and Additional Fees

Registration will take place on the following site: TeamSnap Registration Gateway online (specific web address per season)

Registration for the divisions will be:

- Division 5: \$ 95.00
- Division 4: \$ 100.00
- Division 3: \$ 115.00
- Division 2: \$ 115.00
- Division 1: \$ 125.00

Additional fees include:

Uniform kits: \$50 (approximate)

Branding for the uniforms will be under the name: "Lakeland Soccer Academy"

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 Facilities

Availability of use:

Lakeland Athletic Complex (9661 Memphis-Arlington Rd. Lakeland, TN)

Field 1 & Field 2 – both unlit.

E. Other Facilities

Lakeland Prep Athletic Annex (9651 Old Brownsville Dr. Lakeland, TN)

Fields A, C, & E 5 pm – 10:30 pm Monday – Friday, and

Fields A, C, D & E on weekends.

F. 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')

The City will stripe the fields once per week.

Meeting Cycle: Thursday, October 14, 2021

Subject: **Resolution** - authorizing a traffic study for the Laurel Hill connection to New Canada Road. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, authorize a traffic study for the Laurel Hill connection to New Canada Road.

BUDGET IMPACT

The City will utilize its On-Call Engineering Contract with SSR to perform the work. The study will be funded from the FY22 General Fund - Engineering - Architectural, Engineering and Landscaping.

DISCUSSION

The City received a request from residents in Plantation Hills Phase C to consider removing the Laurel Hill connection to New Canada Road. A change to the project at this time would result in significant negative impacts, including construction delays and potential loss of funding. The BOC wishes to proceed with the New Canada Road project as planned, but has requested Staff initiate a traffic study to determine if the road connection is warranted and the potential impacts of removing or altering the connection after it is constructed. The City will utilize its On-Call Engineering contract with SSR to conduct the study and provide recommendations related to the Laurel Hill connection to New Canada Road.

RESOLUTION 96-2021

A RESOLUTION AUTHORIZING A TRAFFIC STUDY FOR THE LAUREL HILL
CONNECTION TO NEW CANADA ROAD

WHEREAS, the City received a request from residents in Plantation Hills Phase C to remove the Laurel Hill connection to New Canada Road; and,

WHEREAS, the Board of Commissioners wishes to proceed with the New Canada Road project to avoid additional construction delays and potential loss of funding; and,

WHEREAS, the Board of Commissioners requests a traffic study be conducted related to the Laurel Hill connection to New Canada Road for consideration after the New Canada Road project is complete; and,

WHEREAS, Funding will be appropriated from the Fiscal Year 2022 General Fund – Engineering – Architectural, Engineering, Landscaping

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized initiate a traffic study for the Laurel Hill connection to New Canada Road.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 14th day of October 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder