CITY OF
LAKELAND
TENNESSEE

Board of Commissioners
Work Session Agenda
Thursday, March 3, 2022, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

II. INVOCATION:

III. PLEDGE:

IV. ROLL CALL BY RECORDER:

V. PUBLIC HEARING:

VI. TREASURER'S REPORT:

1. *Treasurer's Report will be presented in the regular Board of Commissioners meeting on March 10, 2022*

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:

    a. February 10, 2022

XI. REGULAR AGENDA:

1. **Ordinance - First Reading** - amending the fiscal year 2021-2022 budget, passed by ordinance O-5-2021, as amended by ordinance O-13-2021. *Sponsored by Michael Walker*

2. **Ordinance - First Reading** - rescinding ordinance 2021-287 that committed specific revenue sources and established specific uses of those resources. *Sponsored by Michael Walker*

3. **Ordinance - First Reading** - amending provisions of the Lakeland Municipal Code related to inoperative vehicles. *Sponsored by Judge Koratsky*

4. **Ordinance - First Reading** - amending provisions of the Lakeland Municipal Code related to ongoing violations and public nuisance. *Sponsored by Judge Koratsky*

5. **Ordinance - First Reading** - amending Section 2 of Ordinance 17-249 Establishing Sewer User Rates and Sewer Charge Adjustments. *Sponsored by Emily Harrell*

6. **Resolution** - authorizing the issuance of not to exceed eleven million five hundred thousand dollars ($11,500,000) City of Lakeland, Tennessee, general obligation capital outlay note. *Sponsored by Michael Walker*

7. **Resolution** - authorizing the update of intrusion and fire monitoring systems at City Facilities. *Sponsored by Pat O'Mara*

8. **Resolution** - approving task order #3 of the master services agreement with True North Geographic Technologies for Cityworks PLL implementation. *Sponsored by Josh Thompson*

9. **Resolution** - approving a contract with Kimley Horn for development of the Lakeland comprehensive plan. *Sponsored by Donald Anthony*

10. **Resolution** - approving an inter-jurisdictional agreement between the City of Memphis and the City of Lakeland and a bill of sale for sanitary sewer assets in Stonebridge subdivision. *Sponsored by Emily Harrell*

11. **Resolution** - to provide guidance and direction to staff to complete a feasibility study on the creation of an in-house City building department for construction permitting and inspection services. *Sponsored by Commissioner Atkinson*

12. Discussion and possible action on the closing of the USDA Rural Development loans for the LSS high school project in fiscal year 2022 (early) in order to capture a lower interest rate. *Sponsored by Michael Walker*

13. Discussion and possible action on adding a residential inspector to City staff. *Sponsored by Commissioner Wright*

14. Discussion and possible action to require the placement of an office/ trailer with a supervisor within a development. *Sponsored by Commissioner Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 10, 2022, 6:30 P.M.
CITY HALL. LAKELAND. TENNESSEE 38002

DRAFT

I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 6:35 p.m. on Thursday, February 10, 2022.

II. **INVOCATION:** Offered by Mayor Cunningham.

III. **PLEDGE:** Mayor Cunningham led 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, Planning Director Donald Anthony, Park & Recreation Director Patrick O'Mara, GIS Director Josh Thompson, City Planner Jordan McKenzie, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

1. **Ordinance - Final Reading** – adopting the 2021 edition of the International Code Council International Fire Code.

2. **Ordinance - Final Reading** – to amend Chapter 20 of the Lakeland Air Pollution Control Code.

3. **Ordinance - Final Reading** – to amend the bylaws of the Municipal Parks and Recreation Advisory Board of Lakeland, Tennessee, to increase membership to nine (9) and other adjustments.

For the record: No comments were heard.

VI. **TREASURER'S REPORT:**

1. Financial Director Michael Walker offered the Treasurer's Report for the month of January.

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

- Sheriff's Report: Summary report for the month of January *(Given by Lt. Jason Valentine)*

For the record: The order of business was changed to moved Item # 4 of the Regular Agenda up with no objections.

4. **Resolution** – to recognize and honor Kembree Darakshani for her exemplary work within the Lakeland community. *Sponsored by Commissioner Wright.*

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

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The board expressed their appreciation to Mrs. Darakshani and her family.

Comments were heard from the following:
Kembree Darakshani (The honoree)

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

For the record: Commissioner Wright read the resolution into record. Mrs. Darakshani was presented a copy of the resolution and pictures were taken with the board and family members.

- City Manager's Report: City Manager Shane Horn offered a report.
  - Lakeland Municipal Court Update – presented by Judge Kim Koratsky.
- Commissioners' Report:
  - Vice Mayor Dial offered a report on PRB activities.
  - Commissioner Atkinson offered a report on MPC/DRC activities.
  - Commissioner Wright offered a report on EDC activities.
  - Commissioner Gonzales offered a report on the Transportation Plan Committee.

VIII. PUBLIC COMMENTS:

Comments were heard from the following:
Amy Foster – 10000 block of Oak Bank Cv. (Announcement – Pave the Way: Buy a Brick to Support Lakeland Middle Preparatory School)

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

1. **Approval of Meeting Minutes from Previous Meetings:**
   - a. Beer Board Minutes – January 13, 2022.
   - b. Regular Meeting Minutes – January 13, 2022.

Vice Mayor Dial moved to approve the consent agenda as presented, seconded by Commissioner Wright.

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

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XI. REGULAR AGENDA:

1. **Ordinance - Final Reading** – adopting the 2021 edition of the International Code Council International Fire Code. *Sponsored by Shane Horn*

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

   When the question was called the Final Reading of the Ordinance 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

2. **Ordinance - Final Reading** – to amend Chapter 20 of the Lakeland Air Pollution Control Code. *Sponsored by Shane Horn*

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

   When the question was called the Final Reading of the Ordinance 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

3. **Ordinance - Final Reading** – to amend the bylaws of the Municipal Parks and Recreation Advisory Board of Lakeland, Tennessee, to increase membership to nine (9) and other adjustments. *Sponsored by Vice Mayor Dial*

   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 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

4. **<u>Resolution</u> – to recognize and honor Kembree Darakshani for her exemplary work within the Lakeland community.** *Sponsored by Commissioner Wright. (Moved up on the agenda)*

5. ***<u>Resolution</u>*** **– Authorizing appointments to the Parks and Recreation / Natural Resources Board.** *Sponsored by Vice Mayor Dial*

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

   For the record: Comments were heard from the following:
   Jessica Cannon – PRB/NRB Applicant

   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

   For the record: Item # 10 was moved up on the agenda with no objections.

10. **<u>Resolution</u>** – approving an Outline Plan Amendment for Lakeland Commons Planned Development. *Sponsored by Donald Anthony*

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

   Discussion ensued.

   For the record: Comments were heard from the following:
   Vince Smith – Lakeland Commons (The Applicant)
   Cory Brady – Integrated Land Solutions

   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

6. **<u>Resolution</u>** – authorizing the Mayor to sign a proclamation establishing Saturday, March 19, 2022 as the City of Lakeland's Arbor Day 2022. *Sponsored by Pat O'Mara*
   Commissioner Wright moved to bring this item to the floor, seconded by Commissioner Wright.

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For the record: Comments were heard from the following:
Jessica Cannon – PRB/NRB Applicant

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

7. **<u>Resolution</u>** – adopting a revised City of Lakeland fund balance policy. *Sponsored by Michael Walker*

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

   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

8. **<u>Resolution</u>** – adopting a Volunteer Recognition Policy. *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

9. ***<u>Resolution</u> – authorizing the engagement of Watkins Uiberall, PLLC to audit City of Lakeland financial activities for the fiscal year ending June 30, 2022.*** *Sponsored by Michael Walker*

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

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

10. ***<u>Resolution</u> – approving an Outline Plan Amendment for Lakeland Commons Planned Development.*** *(Moved up on the agenda)*

11. ***<u>Resolution</u> – to approve a contract with Standard construction Co. Inc for the FY22 Street Paving Project.*** *Sponsored by Emily Harrell*

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

    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

12. ***<u>Resolution</u> - authorizing the addition of 10 Flock Safety cameras to the existing security network.*** *Sponsored by Commissioner Wright*

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

    Discussion ensued.

    After the discussion, Commissioner Wright moved to defer this item, seconded by Commissioner Atkinson.

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

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

13. ***Resolution* – supporting the restoration of the historical state-shared sales tax relationship and the increased single-article CAP revenue-sharing relationship between the state of Tennessee and local governments.** *Sponsored by Mayor Cunningham*

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

Discussion ensued.

Mayor Cunningham moved to amend the resolution, seconded by Commissioner Gonzales.

When the question was called the 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

14. ***Resolution*** **– authorizing the City Manager to enter into an agreement with LADD's for Athletic Field Services.** *Sponsored by Pat O'Mara*

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

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

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15. ***Discussion and possible action considering an Inter-Jurisdictional Agreement between the City of Memphis and the City of Lakeland and a Bill of Sale for Sanitary Sewer Assets in Stonebridge Subdivision.*** *Sponsored by Emily Harrell*

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

    Discussion ensued.

    Discussion only, no action was taken.

XII. ANNOUNCEMENTS:

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

The meeting was adjourned at 9:22 p.m. on Thursday, February 10, 2022.

These minutes were approved on March 10, 2022.

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Mike Cunningham, *Mayor*

ATTEST:

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Debra Murrell
City Recorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Ordinance - First Reading** - amending the fiscal year 2021-2022 budget, passed by ordinance O-5-2021, as amended by ordinance O-13-2021.
Sponsored by Michael Walker

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

Staff recommends approval of Ordinance O-4-2022 amending the fiscal year 2022 budget, as outlined in the notes of Exhibit A.

BUDGET IMPACT

The Fiscal Year 2022 budget will be amended as outlined on Exhibit A.

DISCUSSION

Staff remains open to discussion and feedback.

ORDINANCE O-4-2022

AN ORDINANCE OF THE CITY OF LAKELAND, TENNESSEE AMENDING THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE O-5-2021, AS AMENDED BY ORDINANCE O-13-2021

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, the City of Lakeland adopted Ordinance O-13-2021 on November 4, 2021, amending the fiscal year 2021-2022 budget originally set in Ordinance O-5-2021; and

WHEREAS, revenue, expenditure/expense, and/or other financing source and use amounts in the General Fund, State Street Aid 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, the School Nutrition Fund, the School Discretionary Grants 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 LAKELAND, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2021-2022 BUDGET AS FOLLOWS**:**

SECTION 1. Ordinances O-5-2021 and O-13-2021 are 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: March 10, 2022
Public Hearing:
Final Reading:

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Mike Cunningham, *Mayor*

ATTEST:

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Debra Murrell
City Recorder

2021-2022 BUDGET - CITY OF LAKELAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD, PRIOR AMENDMENTS, OR TRANSFERS	CURRENT REVISED BUDGET 2021-2022	PROPOSED AMENDMENTS 03/10/22		TOTAL BUDGET 2021-2022
CITY FUNDS						
General Fund						
Revenue and Other Financing Sources						
Property Tax	$ 4,700,922	$ -	$ 4,700,922	$ -	1	$ 4,700,922
Local Taxes (including sales tax)	2,636,377	-	2,636,377	5,000	2	2,641,377
Licenses and Permits	254,720	-	254,720	-		254,720
Grants	11,980,000	754,400	12,734,400	91,495	3	12,825,895
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
Other Financing Sources:						
Loan Proceeds	16,420,000	(2,920,000)	13,500,000	-		13,500,000
Transfer from School System Fund	707,100	-	707,100	-		707,100
Total	38,528,401	(2,165,600)	36,362,801	96,495		36,459,296
Expenditures and Other Financing Uses						
General Government	(2,057,087)	(56,116)	(2,113,203)	(3,840)	4	(2,117,043)
Community Development	(954,388)	(44,990)	(999,378)	96,845	5	(902,533)
Public Works	(648,527)	(32,570)	(681,097)	(82,880)	6	(763,977)
Parks and Recreation (including Senior Center & IH)	(834,323)	(51,487)	(885,810)	(26,920)	7	(912,730)
Capital	(16,856,000)	(767,125)	(17,623,125)	155,410	8	(17,467,715)
Other Financing Uses:						
Transfer to Debt Service Fund	(7,279,401)	65,500	(7,213,901)	-		(7,213,901)
Transfer to School System Fund	(682,215)	-	(682,215)	-		(682,215)
Transfer to State Street Aid Fund	(2,326,748)	(601,118)	(2,927,866)	(256,690)	9	(3,184,556)
Total	(31,638,689)	(1,487,906)	(33,126,595)	(118,075)		(33,244,670)
Surplus (Deficit)	6,889,712	(3,653,506)	3,236,206	(21,580)		3,214,626
Use of (Increase to) Assigned/Committed Fund Balance	1,544,589	56,050	1,600,639	585,342		2,185,981
Use of (Increase to) Restricted Fund Balance	(8,100,100)	2,920,000	(5,180,100)	-		(5,180,100)
Use of (Increase to) Nonspendable Fund Balance	-	-	-	-		-
Use of Unassigned Fund Balance (Prior Year Funds)	-	677,456	343,255	-		-
Net Planned Sources of Funds for Future Years	$ 334,201	$ -	$ -	$ 563,762		$ 220,507
Ending Fund Balance:						
Nonspendable	$ -	$ -	$ -	$ -		$ -
Restricted	8,272,646	(2,920,000)	5,352,646	-		5,352,646
Committed	1,837,549	(56,050)	1,781,499	(585,342)	1	1,196,157
Assigned	-	-	-	-		-
Unassigned	8,067,345	(677,456)	7,389,889	563,762		7,953,651
Total Ending General Fund Balance	$ 18,177,540	$ (3,653,506)	$ 14,524,034	$ (21,580)		$ 14,502,454
*Minimum Unassigned, per **Revised** Policy*	*$ 3,455,325*		*$ 3,455,325*			*$ 3,456,575*
Excess Unassigned Fund Balance	*$ 4,612,020*		*$ 3,934,564*			*$ 4,497,076*
State Street Aid						
Revenue	$ 589,634	$ -	$ 589,634	$ -		$ 589,634
Transfer from General Fund	2,326,748	601,118	2,927,866	256,690	10	3,184,556
Expenditures	(3,196,835)	(876,238)	(4,073,073)	(256,690)	11	(4,329,763)
Surplus (Deficit)	(280,453)	(275,120)	(555,573)	-		(555,573)
Use of Fund Balance (Prior Year Funds)	280,453	275,120	555,573	-		555,573
Net Planned Sources of Funds for Future Years	$ -	$ -		$ -		$ -
Debt Service						
Revenue	$ -	$ -	$ -	$ -		$ -
Transfer from General Fund	7,279,401	(65,500)	7,213,901	-		7,213,901
Expenditures	(7,279,401)	65,500	(7,213,901)	-		(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)	(46,541)	(1,470,551)	(2,342)	12	(1,472,893)
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	$ (46,541)	$ 1,141,684	$ (2,342)		$ 1,139,342

2021-2022 BUDGET - CITY OF LAKELAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD, PRIOR AMENDMENTS, OR TRANSFERS	CURRENT REVISED BUDGET 2021-2022	PROPOSED AMENDMENTS 03/10/22		TOTAL BUDGET 2021-2022
Storm Water						
Revenue	$ 198,566	$ -	$ 198,566	$ 30,000	13	$ 228,566
Expenditures	(224,032)	(7,585)	(231,617)	(480)	14	(232,097)
Surplus (Deficit)	(25,466)	(7,585)	(33,051)	29,520		(3,531)
Use of Fund Balance (Prior Year Funds)	25,466	7,585	33,051	-		3,531
Net Planned Sources of Funds for Future Years	$ -	$ -	$ -	$ 29,520		$ -
Solid Waste						
Revenue	$ 1,321,944	$ -	$ 1,321,944	$ -		$ 1,321,944
Expenditures	(1,287,131)	(62,236)	(1,349,367)	(1,382)	15	(1,350,749)
Surplus (Deficit)	34,813	(62,236)	(27,423)	(1,382)		(28,805)
Use of Fund Balance (Prior Year Funds)	-	62,236	27,423	1,382		28,805
Net Planned Sources of Funds for Future Years	$ 34,813	$ -	$ -	$ -		$ -
LSS FUNDS						
General Purpose School Fund (School General Fund)						
Revenue	$ 18,586,601	$ 106,685	$ 18,693,286	$ (328,453)		$ 18,364,833
Transfer from General Fund	682,215	-	682,215	-		682,215
Expenditures	(18,548,081)	(108,257)	(18,656,338)	117,669		(18,538,669)
Transfer to General Fund	(707,100)	-	(707,100)	-		(707,100)
Transfer to Other Funds	(1,000,000)	(600,000)	(1,600,000)	(2,000,000)		(3,600,000)
Surplus (Deficit)	(986,365)	(601,572)	(1,587,937)	(2,210,784)		(3,798,721)
Use of Fund Balance (Prior Year Funds)	986,365	601,572	1,587,937	2,210,784		3,798,721
Net Planned Sources of Funds for Future Years	$ -	$ -	$ -	$ -		$ -
School Federal Projects (Federal Grants)						
Revenue	$ 4,438,136	$ 524,041	$ 4,962,177	$ (2,387,817)		$ 2,574,360
Expenditures	(4,438,136)	(523,788)	(4,961,924)	(473,946)		(5,435,870)
Surplus (Deficit)	-	253	253	(2,861,763)		(2,861,510)
Use of Fund Balance (Prior Year Funds)	-	-	-	2,861,763		2,861,510
Net Planned Sources of Funds for Future Years	$ -	$ 253	$ 253	$ -		$ -
School Nutrition (Cafeteria)						
Revenue	$ 428,000	$ -	$ 428,000	$ 226,300		$ 654,300
Expenditures	(428,000)		(428,000)	(226,300)		(654,300)
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	$ 28,990		$ 111,990
Expenditures	(83,000)	-	(83,000)	(28,990)		(111,990)
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	$ (28,543)		$ 421,457
Transfer from Other Funds	1,000,000	600,000	1,600,000	2,000,000		3,600,000
Expenditures	(31,450,000)	(600,000)	(32,050,000)	(1,971,457)		(34,021,457)
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)	$ -	$ -	$ -	$ -		$ -

2021-2022 BUDGET - CITY OF LAKELAND	ORIGINAL BUDGET O-5-2021 2021-2022	ENCUMBRANCE CARRYFORWARD, PRIOR AMENDMENTS, OR TRANSFERS	CURRENT REVISED BUDGET 2021-2022	PROPOSED AMENDMENTS 03/10/22	TOTAL BUDGET 2021-2022
DETAIL OF AMENDMENTS TO CITY FUNDS:					
1 While having no impact on property tax revenues overall, proposed ordinance O-5-2022 to rescind the commitment of a portion of property tax revenues for education results in additional increases to unassigned fund balance.				$ -	
2 Amendment to recognize the impact of State of TN pass-thru revenues for sports betting taxes				$ 5,000	
3 Vaccination POD grant revenues not in original budget				$ 36,632	
TDOT reimbursements/grant revenues for final close-out of prior projects				54,863	
				$ 91,495	
4 Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				$ (3,840)	
5 Reduction in planned appropriation for comprehensive plan based upon timing of expenditures				$ 100,000	
Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				(3,155)	
				$ 96,845	
6 Amendment for additional emergency clean-up costs/contracted services related to 2022 ice storm				$ (80,000)	
Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				(2,880)	
				$ (82,880)	
7 Amendment for contract awarded in resolution R-23-2022				$ (25,000)	
Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				(1,920)	
				$ (26,920)	
8 Reduction of estimated athletic complex costs for FY22, offsetting increased paving contract costs in the SSA Fund				$ 155,410	
9 Additional transfer to SSA Fund to cover amendments below, including amendment for increased paving contract costs				$ (256,690)	
10 Additional transfer from General Fund to cover amendments below, including amendment for increased paving contract costs				$ 256,690	
11 Amendment for additional paving costs of contract awarded in resolution R-22-2022				$ (255,410)	
Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				(1,280)	
				$ (256,690)	
12 Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				$ (2,342)	
13 Amendment to recognize impact of stormwater fine revenues received				$ 30,000	
14 Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				$ (480)	
15 Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021				$ (1,382)	

O-4-2022 - FY 2022 Budget Amendment 2 **Exhibit A (Continued)**

Detailed line item amendments

Account	Description	Current Revised Budget	Amendment 2	Proposed Revised Budget	Reason for Amendment
110 R 31111 000 000 00000 000	Real Property Taxes (Current)	2,915,987.00	585,342.00	3,501,329.00	Impact of removal of commitment of a portion of property tax revenues in proposed ordinance O-5-2022
110 R 31118 000 000 00000 000	Special Property Tax - School	585,342.00	(585,342.00)	-	Impact of removal of commitment of a portion of property tax revenues in proposed ordinance O-5-2022
110 R 31802 000 000 00000 000	Sports Betting Taxes	-	5,000.00	5,000.00	Record impact of State pass-thru revenues for sports betting taxes
110 R 33813 000 000 00000 000	Mem-TEMA Vaccination POD Grant	-	36,632.00	36,632.00	Amendment to recognize impact of additional grant revenues
110 R 36836 000 000 00000 000	TDOT Reimb - Closed Projects	-	54,863.00	54,863.00	Amendment to recognize impact of additional grant revenues
110 E 41000 144 000 00000 000	GOV - RHS Plan	-	640.00	640.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41210 144 000 00000 000	CRT - RHS PLAN	-	64.00	64.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41500 144 000 00000 000	FIN - RHS Plan	-	2,496.00	2,496.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41670 144 000 00000 000	ENG - RHS PLAN	-	435.20	435.20	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41672 144 000 00000 000	INS - RHS PLAN	-	1,440.00	1,440.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41700 144 000 00000 000	PLN - RHS PLAN	-	480.00	480.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41700 254 000 00000 000	PLN - Arch/Eng/Landscape Serv	150,000.00	(100,000.00)	50,000.00	Reduction in planned budget for comprehensive plan update, costs deferred to FY2023

O-4-2022 - FY 2022 Budget Amendment 2 **Exhibit A (Continued)**

Detailed line item amendments

Account	Description	Current Revised Budget	Amendment 2	Proposed Revised Budget	Reason for Amendment
110 E 41701 144 000 00000 000	ECD - RHS Plan	-	160.00	160.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41710 144 000 00000 000	CDE - RHS Plan	-	640.00	640.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 41711 144 000 00000 000	IS - RHS PLAN	-	640.00	640.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 43000 144 000 00000 000	PW - RHS Plan	-	2,880.00	2,880.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 43000 289 000 00000 000	PW - Other Contracted Svc	1.00	80,000.00	80,001.00	Anticipated additional clean-up costs associated with the 2022 ice storm
110 E 44710 144 000 00000 000	PRK - RHS Plan	-	1,920.00	1,920.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
110 E 44710 290 000 00000 000	PRK - Contracted Service	16,840.00	25,000.00	41,840.00	Amendment for contract awarded by BOC in resolution R-23-2022
110 E 44710 937 000 00000 000	PRK - Athletic Complex	1,770,000.00	(155,410.00)	1,614,590.00	Reduction of estimated costs in FY22, offset for increase in paving contract
110 E 51621 765 000 00000 000	Operating Trans To State Stree	2,927,866.00	256,690.00	3,184,556.00	Additional transfer to SSA fund to cover paving cost increase on awarded contract for F22 paving project, as well as other SSA fund amendments
121 R 37950 000 000 00000 000	Transfer In from General Fund	2,927,866.00	256,690.00	3,184,556.00	Additional transfer to SSA fund to cover paving cost increase on awarded contract for F22 paving project, as well as other SSA fund amendments
121 E 43100 144 000 00000 000	STR - RHS Plan	-	1,280.00	1,280.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
121 E 43100 270 000 00000 000	STR - Paving	2,600,937.66	255,410.00	2,856,347.66	Amendment for additional paving costs of contract awarded in resolution R-22-2022

O-4-2022 - FY 2022 Budget Amendment 2 **Exhibit A (Continued)**

Detailed line item amendments

Account	Description	Current Revised Budget	Amendment 2	Proposed Revised Budget	Reason for Amendment
412 E 43250 144 000 00000 000	SEW - RHS Plan	-	2,342.40	2,342.40	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
416 R 37002 000 000 00000 000	Stormwater Fines	-	30,000.00	30,000.00	Amendment to recognize impact of stormwater fine revenues received in FY22
416 E 46000 144 000 00000 000	STW - RHS Plan	-	480.00	480.00	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021
424 E 43260 144 000 00000 000	SDW - RHS Plan	-	1,382.40	1,382.40	Amendment for RHS contribution costs per revised Employee Handbook approved in resolution R-81-2021

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Ordinance - First Reading** - rescinding ordinance 2021-287 that committed specific revenue sources and established specific uses of those resources. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

Staff recommends approval of Ordinance O-5-2022, rescinding Ordinance 2021-287.

BUDGET IMPACT

The passage of this Ordinance provides additional operational cash flows of approximately $585,000 annually, while still retaining a healthy committed reserve for education purposes. The Ordinance also prevents unnecessary growth of the committed fund balance.

DISCUSSION

When originally created, the commitment of a portion of property tax revenues for educational debt service was necessary and prudent, as specific revenue sources committed for education were limited. Since the creation of Lakeland School System, however, the supporting sources of funds from the ten cents ($0.10) per one hundred dollars ($100) assessed value statutorily-mandated school reserve, as well as the local sales taxes passed through Shelby County and committed for education, have become sufficient to sustain the reserve and provide for needed annual debt service.

With the removal of this limitation on property tax revenues, the fund balance committed for education is still anticipated to be approximately $780,000 as of June 30, 2022, and to grow to $1,070,000 as of June 30, 2023. If Ordinance 2021-287 is not rescinded, this committed fund balance would grow to approximately $1,360,000 as of June 30, 2022, and $2,245,000 as of June 30, 2023, while unassigned fund balance would reach the policy minimum by the end of fiscal year 2023.

ORDINANCE O-5-2022

AN ORDINANCE OF THE CITY OF LAKELAND, TENNESSEE TO RESCIND ORDINANCE ORD 2021-287 THAT COMMITTED SPECIFIC REVENUE SOURCES AND ESTABLISHED SPECIFIC USES OF THOSE RESOURCES

WHEREAS, Governmental accounting standards require specific governance action to be taken in order for fund balance commitments to be presented in the annual audited financial statements, limited to nonspendable, restricted, committed, assigned, and unassigned governmental fund balances; and

WHEREAS, the City of Lakeland Board of Commissioners has the highest level of decision-making authority for the City of Lakeland, Tennessee and therefore is the only body that may commit fund balances or revenue sources; and

WHEREAS, the City of Lakeland Board of Commissioners desires to rescind Ordinance 2021-287 and remove its associated commitment of specific revenue sources.

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

SECTION 1. Ordinance 2021-287 that committed the equivalent of fifteen cents ($0.15) per one hundred dollars ($100) of assessed value of all real and personal property tax collections, adjusted on a pro-rata basis with any reassessment of assessed values conducted by the Shelby County Assessor [therefore, currently thirteen centers ($0.13) per one hundred dollars ($100) of assessed value], is hereby rescinded, effective immediately.

SECTION 2. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed and rescinded.

First Reading: March 10, 2022
Public Hearing:
Final Reading:

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Mike Cunningham, *Mayor*

ATTEST:

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Debra Murrell
City Recorder

ORDINANCE O-6-2022

AN ORDINANCE AMENDING PROVISIONS OF THE LAKELAND MUNICIPAL CODE RELATED TO INOPERATIVE VEHICLES

WHEREAS, Lakeland currently has an ordinance that regulates inoperable vehicles on private or public property;

WHEREAS, The Mayor and Board of Commissioners of the City of Lakeland believe that, in order to be fair and effective, the existing inoperative vehicle ordinance should be more comprehensive and should include definitions.

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

Section 1: Section 13-107 of the Lakeland Municipal Code is hereby repealed in its entirety and replaced with the following:

TITLE 13
PROPERTY MAINTENANCE REGULATIONS

CHAPTER 1
MISCELLANEOUS

13-107. Inoperative vehicles on or adjacent to residential property.

(1) Storing, parking or leaving dismantled or other such motor vehicle prohibited, and declared nuisance, exceptions. No person shall park, store, leave, or permit the parking, storing, or leaving of any motor vehicle of any kind which is in an abandoned, wrecked, dismantled, inoperative, rusted, junked or partially dismantled condition whether attended or not, upon any public or private property within the City for a period of time in excess of seventy-two (72) hours. The presence of an abandoned, wrecked, dismantled, inoperative, rusted, junked, or partially dismantled vehicle or parts thereof, on private or public property is hereby declared a public nuisance which may be abated as such in accordance with the provisions contained in Chapter 17-113. This section shall not apply to any vehicle enclosed within a building on private property or to any vehicle held in connection with a business enterprise, lawfully licensed by the City and properly operated in the appropriate business zone, pursuant to the zoning laws of the City, or to any motor vehicle in operable condition specifically adopted or designed for operation on drag strips or raceways, or any vehicle retained by the owner for antique collection purposes operable and licensed or in the process of being restored.

(2) Definitions. For the purpose of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) "City" is the City of Lakeland.

(b) "Motor vehicle" is any vehicle which is self-propelled and designed to travel along the ground and shall include, but not be limited to automobiles, buses, motor-bikes, motorcycles, motor scooters, trucks, tractors, riding lawn mowers, go-carts, golf carts, campers, and trailers.

(c) "Junked motor vehicle" is any vehicle, as defined by this subsection, which does not have lawfully affixed thereto an unexpired license plate or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned or discarded.

(d) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(e) "Private property" shall mean any real property within the City which is privately owned and which is not public property as defined in this subsection.

(f) "Public property" shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and shall also mean any other publicly owned property or facility.

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.

First Reading March 10, 2022

Second Reading ________________________

Public Hearing ________________________

ATTEST:

________________________________ ________________________________

Mike Cunningham, Mayor Debra Murrell, City Recorder

ORDINANCE O-7-2022

AN ORDINANCE AMENDING PROVISIONS OF THE LAKELAND MUNICIPAL CODE RELATED ONGOING VIOLATIONS AND PUBLIC NUISANCE

WHEREAS, Lakeland has an ordinance under Title 17 of the Lakeland Municipal Code that prohibits ongoing violations of City ordinances and allows abatement or remediation thereof by the City, as well as billing the occupant and/or owner of the offending property for the costs of said abatement or remediation;

WHEREAS, The Mayor and Board of Commissioners of the City of Lakeland believe that such ongoing and uncorrected violations constitute a public nuisance;

WHEREAS, The Mayor and Board of Commissioners of the City of Lakeland desire that the wording of the existing ordinance be amended to assure that the City be allowed to abate or remediate ongoing violations of any lawful regulation of the City that constitute a public nuisance;

WHEREAS, The Mayor and Board of Commissioners believe that, unless the violation is an emergent threat to public health requiring immediate action, in order for the City to go on private property to abate or remediate an ongoing violation, and to bill the occupant and/or owner for same, guidelines should be in place that allow for adequate notice to the occupant and/or owner of the property, as well as an opportunity for hearing if requested;

WHEREAS, The Mayor and Board of Commissioners believe that it is unlawful for any person to interfere with, hinder, or refuse to allow the City, or its designee, to enter upon private property in order to abate or remediate on ongoing violation that constitutes a public nuisance or immediate threat to public health.

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

Section 1: Section 17-113 of the Lakeland Municipal Code is hereby amended in accord with Exhibit A which is attached hereto and incorporated herein by reference.

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.

First Reading March 10, 2022

Second Reading ________________________

Public Hearing ________________________

ATTEST:

________________________________ ________________________________

Mike Cunningham, Mayor Debra Murrell, City Recorder

EXHIBIT A

17-113. Violations. Any person violating or failing to comply with any provision of this chapter, Chapter 13, or any other lawful regulation of the city ~~manager~~ shall be subject to a penalty of not more than fifty dollars ($50.00) for each offense and each day such violation continues shall be deemed to be a separate offense.

(1) Public Nuisance. Any ongoing and uncorrected violation of this chapter, Chapter 13, or any lawful regulation of the city is hereby declared a public nuisance which may be remediated or abated as such in accordance with the provisions of this chapter.

(~~1~~ 2) Notice and correction of violations. Whenever the city manager or designate determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter, Chapter 13, or any other lawful regulation of the city, he shall give notice of such alleged violation to the person or persons responsible therefor. It shall constitute sufficient notice, when a copy of same is posted in a conspicuous place upon the private property on which the violation is located and duplicate copies are sent by certified mail to the owner and/or occupant of the private property at their last known address. Such notice shall:

(a) Be put into writing.

(b) Include a statement of the reasons why it is being issued.

(c) Be served upon the owner or his agent or the occupant of the premises where the alleged violation takes place.

(d) Allow a reasonable time for the performance of any act required by such notice (typically thirty (30) days absent emergency circumstances).

(3) Request for hearing. The persons to whom the notices are directed, or their duly authorized agents, may file a written request for hearing before the municipal judge of the City of Lakeland within ten (10) days of receipt of any notice prescribed herein for the purpose of defending the charges by the city. Such hearing shall be held as soon as practicable after the filing of the request and with at least fifteen (15) days advance notice to all parties involved. Such opportunity for a hearing request, and the time parameters for such request, shall be included in the notice given under paragraph (2).

(~~2~~ 4) Remedial Action. The notice provided for in subsection (~~1~~ 2) may contain an outline of remedial action or abatement which, if taken, will effect compliance with the provisions of this chapter. If such corrective action is not taken within the period provided in the notice, or a hearing is had and the existence of the violation is affirmed by the Municipal Judge, the city manager may correct the same and, upon completion of the work, shall determine the reasonable cost thereof and bill the owner or tenant therefor.

~~(3)~~ (5) Whenever the city manager finds that a situation exists which endangers the public health he may, as an emergency measure, correct the same without any notice to the owner or occupant of the premises and, upon completion of the work, he shall determine the reasonable cost thereof and bill the owner or tenant therefor.

(6) It shall be unlawful for any person to interfere with, hinder, or refuse to allow the City, or its designee, to enter upon private property in order to abate, correct, or remediate a violation as provided herein.

(7) ~~This~~ Any charge assessed under these provisions shall constitute a lien upon the property where the corrective measure is taken and such lien shall be enforced as are other tax liens of the city.

~~(4)~~(8) The provisions of this section are not exclusive but cumulative and shall be in addition to the penalties imposed for a violation of ~~this chapter~~ any lawful regulation of the City, and are in addition to, and not meant to replace, any other remedial provisions contained elsewhere in the Lakeland Municipal Code. The notice provided for herein shall not be a prerequisite to prosecution for violating any provision of this chapter, Chapter 13, or any other lawful regulation of the city. (1989 Code, § 8-213)

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Ordinance - First Reading** - amending Section 2 of Ordinance 17-249 Establishing Sewer User Rates and Sewer Charge Adjustments. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners amend Section 2 of Ordinance 17-249 Establishing Sewer User Rates and Sewer Charge Adjustments

BUDGET IMPACT

The projected annual revenue generated from the rate increase is shown in the table below. Additionally, depreciation of sewer assets will increase an estimated $13,168, which is based on the acquisition cost.

Type of User	QTY	Projected Annual Revenue per Type
Residential - Lakeland Flat Rate	978 lots	$269,928
Residential - 70/30 Split w/Memphis		$366,805
Multi-Family	432 units	$49,507
Commercial	21 lots	$34,524
TOTAL		$720,764*

*FY2023 will be approximately $597,000 due to residential rate increase spread over 2 years

DISCUSSION

The City of Lakeland will acquire the remaining assets in Stonebridge Subdivision upon execution of the Interjurisdictional Agreement with City of Memphis, . Lakeland will then own and be responsible for maintenance of the existing sewer infrastructure in the acquisition area. This includes approximately 55,379 feet of additional sewer line and 3 pump stations. In order to offset the increased operation and maintenance costs, the City proposes to charge a flat $23.00 sewer fee in addition to the volumetric rate that is charged by the City of Memphis for treatment of the wastewater. The same fee structure is in place for Fairway Meadows, which is owned and maintained by Lakeland and treated by Memphis. The new fee will be split over two years, beginning in Fiscal Year 2023 at $12.50 per user and increasing to $23.00 per user in Fiscal Year 2024.

ORDINANCE O-8-2022

ESTABLISHING SEWER USER RATES AND SEWER CHARGE ADJUSTMENTS

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

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE; That the proposed Lakeland Residential Sewer User Rates are adopted as follows upon passage of this ordinance:

Section 1: SEWER USER RATES

Residential:

Effective May 1, 2017, the Residential Sewer Rate shall be charged based on water consumption at the following volumetric rates:

Tier Level	Consumption (ccf)	Rate (per ccf)
1	0-5	$7.00
2	6-20	$3.15
3	21+	$0.50

Commercial:

Effective January 1, 2014, the Commercial Sewer Rate shall be $60.35 for the first 40 ccf (one hundred cubic feet). Thereafter the rate shall be $1.30 per ccf.

Section 2: The City of Lakeland shall impose special sanitary sewer user rates to certain lots whose collection system is owned and maintained by City of Lakeland and sewer treated by City of Memphis.

Lots specifically described in Exhibit A.
Effective July 1, 2017, the sewer charge shall be $23.00 per user per month

Lots specifically described in Exhibit B
Effective July 1, 2022, the sewer charge shall be $12.50 per user per month
Effective July 1, 2023, the sewer charge shall be $23.00 per user per month.

Section 3: SEWER CHARGE ADJUSTMENTS

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

BE IT FURTHER ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND THAT:

This Ordinance shall take effect immediately after its passage on second and final reading, the public welfare requiring it and that all conflicting ordinances be repealed.

First Reading: March 10, 2022
Public Hearing: April 14, 2022
Final Reading: April 14, 2022

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Mike Cunningham, *Mayor*

ATTEST:

____
Debra Murrell
City Recorder

EXHIBIT A

PARCEL ID	ADDRESS	
L0159H D00014	3416	BLUEBRIDGE CV
L0159H D00002	3421	BLUEBRIDGE CV
L0159H D00013	3426	BLUEBRIDGE CV
L0159H D00003	3431	BLUEBRIDGE CV
L0159H D00012	3436	BLUEBRIDGE CV
L0159H D00011	3446	BLUEBRIDGE CV
L0159H D00005	3447	BLUEBRIDGE CV
L0159H D00010	3456	BLUEBRIDGE CV
L0159H D00006	3457	BLUEBRIDGE CV
L0159H D00009	3464	BLUEBRIDGE CV
L0159H D00007	3465	BLUEBRIDGE CV
L0159H D00008	3470	BLUEBRIDGE CV
L0159H D00017	3380	BLUEBRIDGE LN
L0159H D00018	3381	BLUEBRIDGE LN
L0159H D00016C	3388	BLUEBRIDGE LN
L0159H D00019	3391	BLUEBRIDGE LN
L0159H D00015	3396	BLUEBRIDGE LN
L0159H D00004	3439	BLUEBRIDGE CV
L0159H D00001	9650	EL HILL LN
L0159H N00071	9738	GREEN RIDGE CV
L0159H N00070	9737	GREEN RIDGE CV
L0159H N00069	9741	GREEN RIDGE CV
L0159H N00072	9744	GREEN RIDGE CV
L0159H N00068	9749	GREEN RIDGE CV
L0159H M00002	9696	KINGS BRIDGE CV
L0159H M00003	9704	KINGS BRIDGE CV
L0159H M00016	9705	KINGS BRIDGE CV
L0159H M00004	9712	KINGS BRIDGE CV
L0159H M00015	9713	KINGS BRIDGE CV
L0159H M00005	9720	KINGS BRIDGE CV
L0159H M00014	9721	KINGS BRIDGE CV
L0159H M00006	9726	KINGS BRIDGE CV
L0159H M00013	9727	KINGS BRIDGE CV
L0159H M00007	9732	KINGS BRIDGE CV
L0159H M00012	9733	KINGS BRIDGE CV
L0159H M00008	9738	KINGS BRIDGE CV
L0159H M00011	9739	KINGS BRIDGE CV
L0159H M00010	9743	KINGS BRIDGE CV
L0159H M00009	9744	KINGS BRIDGE CV
L0159H H00042	9653	KINGSRIDGE DR
L0159H H00039	9658	KINGSRIDGE DR
L0159H H00043	9659	KINGSRIDGE DR
L0159H H00040	9664	KINGSRIDGE DR
L0159H H00044	9665	KINGSRIDGE DR
L0159H H00041	9672	KINGSRIDGE DR
L0159H H00045	9673	KINGSRIDGE DR

L0159H L00001	9681	KINGSRIDGE DR
L0159H L00057	9682	KINGSRIDGE DR
L0159H L00002	9689	KINGSRIDGE DR
L0159H L00058	9692	KINGSRIDGE DR
L0159H L00003	9695	KINGSRIDGE DR
L0159H L00004	9701	KINGSRIDGE DR
L0159H L00053	9713	KINGSRIDGE DR
L0159H L00067	9716	KINGSRIDGE DR
L0159H L00054	9719	KINGSRIDGE DR
L0159H L00068	9722	KINGSRIDGE DR
L0159H L00055	9725	KINGSRIDGE DR
L0159H L00069	9728	KINGSRIDGE DR
L0159H L00056	9731	KINGSRIDGE DR
L0159H N00076	9741	KINGSRIDGE DR
L0159H N00032	9753	KINGSRIDGE DR
L0159H N00017	9754	KINGSRIDGE DR
L0159H N00018	9760	KINGSRIDGE DR
L0159H N00031	9761	KINGSRIDGE DR
L0159H N00030	9767	KINGSRIDGE DR
L0159H N00019	9768	KINGSRIDGE DR
L0159H N00029	9773	KINGSRIDGE DR
L0159H N00020	9778	KINGSRIDGE DR
L0159H N00028	9779	KINGSRIDGE DR
L0159H N00027	9785	KINGSRIDGE DR
L0159H N00021	9786	KINGSRIDGE DR
L0159H N00026	9793	KINGSRIDGE DR
L0159H N00022	9794	KINGSRIDGE DR
L0159H N00023	9802	KINGSRIDGE DR
L0159H N00025	9805	KINGSRIDGE DR
L0159H N00024	9810	KINGSRIDGE DR
L0159H N00007	9720	LAKELAND HILLS CV
L0159H N00015	9725	LAKELAND HILLS CV
L0159H N00008	9730	LAKELAND HILLS CV
L0159H N00014	9731	LAKELAND HILLS CV
L0159H N00013	9739	LAKELAND HILLS CV
L0159H N00009	9740	LAKELAND HILLS CV
L0159H N00012	9745	LAKELAND HILLS CV
L0159H N00010	9746	LAKELAND HILLS CV
L0159H N00011	9750	LAKELAND HILLS CV
L0159H N00055	3019	LONG BRIDGE CV
L0159H N00054	3020	LONG BRIDGE CV
L0159H N00056	3025	LONG BRIDGE CV
L0159H N00053	3026	LONG BRIDGE CV
L0159H N00057	3031	LONG BRIDGE CV
L0159H N00052	3032	LONG BRIDGE CV
L0159H N00058	3037	LONG BRIDGE CV
L0159H N00051	3038	LONG BRIDGE CV
L0159H N00050	3044	LONG BRIDGE CV
L0159H N00049	3052	LONG BRIDGE CV
L0159H N00043	3096	LONG BRIDGE LN
L0159H N00048	3060	LONG BRIDGE LN

L0159H N00060	3063	LONG BRIDGE LN
L0159H N00047	3066	LONG BRIDGE LN
L0159H N00061	3073	LONG BRIDGE LN
L0159H N00046	3074	LONG BRIDGE LN
L0159H N00062	3079	LONG BRIDGE LN
L0159H N00045	3080	LONG BRIDGE LN
L0159H N00063	3087	LONG BRIDGE LN
L0159H N00044	3088	LONG BRIDGE LN
L0159H N00064	3095	LONG BRIDGE LN
L0159H N00065	3101	LONG BRIDGE LN
L0159H N00042	3102	LONG BRIDGE LN
L0159H N00066	3107	LONG BRIDGE LN
L0159H N00041	3108	LONG BRIDGE LN
L0159H N00040	3112	LONG BRIDGE LN
L0159H N00067	3115	LONG BRIDGE LN
L0159H N00039	3122	LONG BRIDGE LN
L0159H N00038	3130	LONG BRIDGE LN
L0159H N00073	3135	LONG BRIDGE LN
L0159H N00037	3140	LONG BRIDGE LN
L0159H N00036	3144	LONG BRIDGE LN
L0159H N00074	3145	LONG BRIDGE LN
L0159H N00035	3148	LONG BRIDGE LN
L0159H N00034	3152	LONG BRIDGE LN
L0159H N00075	3155	LONG BRIDGE LN
L0159H N00033	3156	LONG BRIDGE LN
L0159H H00031	9652	MEADOW GREEN CV
L0159H H00037	9653	MEADOW GREEN CV
L0159H H00032	9660	MEADOW GREEN CV
L0159H H00036	9661	MEADOW GREEN CV
L0159H H00033	9668	MEADOW GREEN CV
L0159H H00035	9669	MEADOW GREEN CV
L0159H H00034	9672	MEADOW GREEN CV
L0159H L00020	9683	SAGE BRIDGE CV
L0159H L00019	9684	SAGE BRIDGE CV
L0159H L00021	9689	SAGE BRIDGE CV
L0159H L00018	9690	SAGE BRIDGE CV
L0159H H00019	9650	SHADE GREEN CV
L0159H H00030	9651	SHADE GREEN CV
L0159H H00020	9658	SHADE GREEN CV
L0159H H00029	9659	SHADE GREEN CV
L0159H H00021	9664	SHADE GREEN CV
L0159H H00028	9665	SHADE GREEN CV
L0159H H00022	9672	SHADE GREEN CV
L0159H H00027	9673	SHADE GREEN CV
L0159H H00023	9680	SHADE GREEN CV
L0159H H00026	9681	SHADE GREEN CV
L0159H H00024	9684	SHADE GREEN CV
L0159H H00025	9685	SHADE GREEN CV
L0159H L00037	3061	SHADOW BRIDGE CV
L0159H L00033	3062	SHADOW BRIDGE CV
L0159H L00036	3071	SHADOW BRIDGE CV

L0159H L00034	3072	SHADOW BRIDGE CV
L0159H L00035	3076	SHADOW BRIDGE CV
L0159H L00039	9710	SHADOW BRIDGE LN
L0159H L00026	9711	SHADOW BRIDGE LN
L0159H L00027	9717	SHADOW BRIDGE LN
L0159H L00038	9720	SHADOW BRIDGE LN
L0159H L00028	9725	SHADOW BRIDGE LN
L0159H L00029	9733	SHADOW BRIDGE LN
L0159H L00030	9739	SHADOW BRIDGE LN
L0159H L00031	9745	SHADOW BRIDGE LN
L0159H L00032	9753	SHADOW BRIDGE LN
L0159H N00059	9761	SHADOW BRIDGE LN
L0159H J00024	9651	SHADOW GREEN CV
L0159H J00027	9656	SHADOW GREEN CV
L0159H J00029	9646	SHADOW GREEN CV
L0159H J00028	9652	SHADOW GREEN CV
L0159H J00025	9655	SHADOW GREEN CV
L0159H J00026	9659	SHADOW GREEN CV
L0159H M00023	2965	SHADOW GREEN LN
L0159H M00024	2971	SHADOW GREEN LN
L0159H M00022	2972	SHADOW GREEN LN
L0159H M00025	2979	SHADOW GREEN LN
L0159H M00026	2987	SHADOW GREEN LN
L0159H M00021	2988	SHADOW GREEN LN
L0159H M00020	2992	SHADOW GREEN LN
L0159H M00027	2993	SHADOW GREEN LN
L0159H M00028	2999	SHADOW GREEN LN
L0159H M00019	3000	SHADOW GREEN LN
L0159H M00029	3007	SHADOW GREEN LN
L0159H M00018	3008	SHADOW GREEN LN
L0159H M00030	3015	SHADOW GREEN LN
L0159H M00017	3016	SHADOW GREEN LN
L0159H M00031	3023	SHADOW GREEN LN
L0159H M00032	3029	SHADOW GREEN LN
L0159H J00019	3039	SHADOW GREEN LN
L0159H J00018	3043	SHADOW GREEN LN
L0159H J00017	3047	SHADOW GREEN LN
L0159H J00020	3048	SHADOW GREEN LN
L0159H J00016	3053	SHADOW GREEN LN
L0159H J00021	3054	SHADOW GREEN LN
L0159H J00015	3057	SHADOW GREEN LN
L0159H J00022	3058	SHADOW GREEN LN
L0159H J00014	3063	SHADOW GREEN LN
L0159H J00023	3066	SHADOW GREEN LN
L0159H J00013	3067	SHADOW GREEN LN
L0159H J00012	3073	SHADOW GREEN LN
L0159H J00011	3077	SHADOW GREEN LN
L0159H J00010	3085	SHADOW GREEN LN
L0159H J00030	3088	SHADOW GREEN LN
L0159H J00009	3091	SHADOW GREEN LN
L0159H J00008	3097	SHADOW GREEN LN

L0159H J00031	3102	SHADOW GREEN LN
L0159H J00007	3105	SHADOW GREEN LN
L0159H L00048	9730	SWINGBRIDGE CV E
L0159H L00043	9731	SWINGBRIDGE CV E
L0159H L00047	9740	SWINGBRIDGE CV E
L0159H L00044	9741	SWINGBRIDGE CV E
L0159H L00046	9744	SWINGBRIDGE CV E
L0159H L00045	9745	SWINGBRIDGE CV E
L0159H L00010	9680	SWINGBRIDGE CV W
L0159H L00011	9681	SWINGBRIDGE CV W
L0159H L00009	9686	SWINGBRIDGE CV W
L0159H L00012	9687	SWINGBRIDGE CV W
L0159H L00008	9692	SWINGBRIDGE CV W
L0159H L00013	9693	SWINGBRIDGE CV W
L0159H L00007	9700	SWINGBRIDGE CV W
L0159H L00014	9701	SWINGBRIDGE CV W
L0159H L00006	9708	SWINGBRIDGE CV W
L0159H L00059	3143	VALLEY GREEN CV
L0159H L00066	3144	VALLEY GREEN CV
L0159H L00060	3149	VALLEY GREEN CV
L0159H L00061	3155	VALLEY GREEN CV
L0159H L00065	3158	VALLEY GREEN CV
L0159H L00062	3161	VALLEY GREEN CV
L0159H L00064	3166	VALLEY GREEN CV
L0159H L00063	3167	VALLEY GREEN CV
L0159H L00023	3047	VALLEY GREEN LN
L0159H M00001	3050	VALLEY GREEN LN
L0159H L00024	3056	VALLEY GREEN LN
L0159H L00022	3057	VALLEY GREEN LN
L0159H L00025	3062	VALLEY GREEN LN
L0159H L00017	3063	VALLEY GREEN LN
L0159H L00016	3069	VALLEY GREEN LN
L0159H L00040	3070	VALLEY GREEN LN
L0159H L00041	3076	VALLEY GREEN LN
L0159H L00015	3079	VALLEY GREEN LN
L0159H L00042	3082	VALLEY GREEN LN
L0159H L00049	3102	VALLEY GREEN LN
L0159H L00050	3110	VALLEY GREEN LN
L0159H L00005	3113	VALLEY GREEN LN
L0159H L00051	3118	VALLEY GREEN LN
L0159H L00052	3124	VALLEY GREEN LN
L0159H H00001	9648	WOOD GREEN LN
L0159H H00018	9649	WOOD GREEN LN
L0159H H00002	9656	WOOD GREEN LN
L0159H H00017	9657	WOOD GREEN LN
L0159H H00003	9662	WOOD GREEN LN
L0159H H00016	9663	WOOD GREEN LN
L0159H H00004	9670	WOOD GREEN LN
L0159H H00015	9671	WOOD GREEN LN
L0159H H00014	9677	WOOD GREEN LN
L0159H H00005	9678	WOOD GREEN LN

L0159H H00006	9686	WOOD GREEN LN
L0159H H00013	9687	WOOD GREEN LN
L0159H H00007	9694	WOOD GREEN LN
L0159H H00012	9699	WOOD GREEN LN
L0159H H00008	9700	WOOD GREEN LN
L0159H H00009	9706	WOOD GREEN LN
L0159H H00011	9709	WOOD GREEN LN
L0159H H00010	9712	WOOD GREEN LN
L0159H N00006	9715	WOOD GREEN LN
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L0159H N00004	9729	WOOD GREEN LN
L0159H N00003	9735	WOOD GREEN LN
L0159H N00016	9740	WOOD GREEN LN
L0159H N00002	9745	WOOD GREEN LN
L0159H N00001	9755	WOOD GREEN LN

EXHIBIT B

PARCELID	ADDRESS
L0159 00564	9780 US HIGHWAY 64
L0159 00485	9762 US HIGHWAY 64
L0159H I00037C	9637 SHADE GREEN COVE
L0159H E00033	9631 EL HILL ROAD
L0159H E00035	9615 EL HILL ROAD
L0159H E00039	9636 EL HILL COVE
L0159H B00020	9622 PUTTER COVE
L0159H B00019	9630 PUTTER COVE
L0159H B00016	9623 PUTTER COVE
L0159H B00014	3250 OLD TRAIL COVE
L0159H E00011	3417 IRON BRIDGE COVE
L0159H A00004	3306 GLENHILL LANE
L0159H A00024	9526 EL HILL ROAD
L0159H B00006	3261 OLD TRAIL COVE
L0159H I00007	3183 SHADOW GREEN LANE
L0159H C00005	9574 KINGSRIDGE DRIVE
L0159H I00001	3141 SHADOW GREEN LANE
L0159H C00020	3115 STONECREST CIRCLE
L0159H C00018	3095 STONECREST CIRCLE
L0159H C00031	3031 STONECREST CIRCLE
L0159H G00053	9617 DALY DRIVE
L0159H K00013	9588 CHI CHI LANE
L0159H G00061	2924 PALMER DRIVE
L0159H K00002	9571 CHI CHI LANE
L0159H K00007	9595 CHI CHI LANE
L0159H G00064	9641 CHI CHI LANE
L0159H K00003	9577 CHI CHI LANE
L0159H K00006	9591 CHI CHI LANE
L0159H G00029	9534 DALY DRIVE
L0159H G00030	9538 DALY DRIVE
L0159H G00032	9546 DALY DRIVE
L0159H G00033	9550 DALY DRIVE
L0159H G00034	9554 DALY DRIVE
L0159H G00036	9562 DALY DRIVE
L0159H G00037	9566 DALY DRIVE
L0159H G00038	9570 DALY DRIVE

L0159H G00039	9574 DALY DRIVE
L0159H G00042	9586 DALY DRIVE
L0159H G00044	9594 DALY DRIVE
L0159H G00046	9608 DALY DRIVE
L0159H G00048	9628 DALY DRIVE
L0159H G00027	9531 DALY DRIVE
L0159H G00026	9535 DALY DRIVE
L0159H G00025	9539 DALY DRIVE
L0159H G00024	9543 DALY DRIVE
L0159H G00023	9547 DALY DRIVE
L0159H G00014	9532 CHI CHI COVE
L0159H G00019	2933 HOGAN LANE
L0159H G00016	9540 CHI CHI COVE
L0159H G00017	9544 CHI CHI COVE
L0159H G00018	9548 CHI CHI COVE
L0159H G00011	9521 CHI CHI COVE
L0159D D00014	9024 BRECKENRIDGE COVE
L0159D D00015	9018 BRECKENRIDGE COVE
L0159D D00016	9012 BRECKENRIDGE COVE
L0159D D00010	9054 BRECKENRIDGE COVE
L0159D D00019	8992 BRECKENRIDGE COVE
L0159D D00030	9031 BRECKENRIDGE COVE
L0159D D00020	8984 BRECKENRIDGE COVE
L0159D D00026	8999 BRECKENRIDGE COVE
L0159D D00025	8993 BRECKENRIDGE COVE
L0159D D00024	8985 BRECKENRIDGE COVE
L0159D D00022	8976 BRECKENRIDGE COVE
L0159D D00023	8981 BRECKENRIDGE COVE
L0159J C00039	9066 VALKRIE LANE
L0159D D00009	3033 DELVAN COVE
L0159D D00008	3037 DELVAN COVE
L0159D D00007C	3041 DELVAN COVE
L0159 00106C	9310 FLETCHER TRACE PARKWAY
L0159 00106C	3049 DAVIES PLANTATION ROAD
L0159 00106C	3211 DAVIES PLANTATION ROAD
L0159 00521	8968 US HIGHWAY 64, SUITE 101
L0159 00521	8968 US HIGHWAY 64, SUITE 102
L0159 00521	8968 US HIGHWAY 64, SUITE 103
L0159 00487	8984 US HIGHWAY 64

L0159 00527	8950 US HIGHWAY 64, SUITE 101
L0159 00527	8950 US HIGHWAY 64, SUITE 102
L0159 00527	8950 US HIGHWAY 64, SUITE 103
L0159 00527	8950 US HIGHWAY 64, SUITE 104
L0159 00527	8950 US HIGHWAY 64, SUITE 105
L0159 00527	8950 US HIGHWAY 64, SUITE 106
L0159 00527	8950 US HIGHWAY 64, SUITE 107
L0159 00527	8950 US HIGHWAY 64, SUITE 108
L0159 00527	8950 US HIGHWAY 64, SUITE 109
L0159 00527	8950 US HIGHWAY 64, SUITE 110
L0159 00527	8950 US HIGHWAY 64, SUITE 111
L0159 00527	8950 US HIGHWAY 64, SUITE 112
L0159 00527	8950 US HIGHWAY 64, SUITE 113
L0159 00527	8950 US HIGHWAY 64, SUITE 114
L0159 00527	8950 US HIGHWAY 64, SUITE 115
L0159 00527	8950 US HIGHWAY 64, SUITE 116
L0158 00162	8930 US HIGHWAY 64
L0159 00579	8876 US HIGHWAY 64
L0159 00528	8920 US HIGHWAY 64
L0159 00529	8906 US HIGHWAY 64
L0159 00486	8990 US HIGHWAY 64
L0159 00509	8972 US HIGHWAY 64
L0159 00435	9000 US HIGHWAY 64
L0159J C00038	9074 VALKRIE LANE
L0159J C00037	9080 VALKRIE LANE
L0159J C00036	9088 VALKRIE LANE
L0159J C00035	9096 VALKRIE LANE
L0159J C00034	9102 VALKRIE LANE
L0159J C00033	9110 VALKRIE LANE
L0159J C00032	9116 VALKRIE LANE
L0159J C00031	9122 VALKRIE LANE
L0159J C00030	9130 VALKRIE LANE
L0159J C00029	9136 VALKRIE LANE
L0159J C00002	2961 CONTIWOOD COVE
L0159J C00008	9093 VALKRIE LANE
L0159J C00009	9099 VALKRIE LANE
L0159J C00016	9131 VALKRIE LANE
L0159J C00017	9139 VALKRIE LANE
L0159J C00018	9145 VALKRIE LANE

L0159J C00003	2953 CONTIWOOD COVE
L0159J C00007	2952 CONTIWOOD COVE
L0159J C00011	2953 BOYINGTON COVE
L0159J C00014	2954 BOYINGTON COVE
L0159J C00004	2949 CONTIWOOD COVE
L0159J C00006	2946 CONTIWOOD COVE
L0159J C00012	2951 BOYINGTON COVE
L0159J C00013	2950 BOYINGTON COVE
L0159J C00005	2945 CONTIWOOD COVE
L0159 00478	9043 FLETCHER TRACE PARKWAY
L0159 00440	9108 US HIGHWAY 64
L0159 00441	9122 US HIGHWAY 64
L0159 00391	9160 US HIGHWAY 64, SUITE 1
L0159 00391	9160 US HIGHWAY 64, SUITE 2
L0159 00391	9160 US HIGHWAY 64, SUITE 3
L0159 00391	9160 US HIGHWAY 64, SUITE 4
L0159 00391	9160 US HIGHWAY 64, SUITE 5
L0159 00391	9160 US HIGHWAY 64, SUITE 6
L0159 00391	9160 US HIGHWAY 64, SUITE 7
L0159 00391	9160 US HIGHWAY 64, SUITE 8
L0159 00391	9160 US HIGHWAY 64, SUITE 9
L0159 00391	9160 US HIGHWAY 64, SUITE 10
L0159 00391	9160 US HIGHWAY 64, SUITE 11
L0159 00391	9160 US HIGHWAY 64, SUITE 12
L0159 00391	9160 US HIGHWAY 64, SUITE 13
L0159 00391	9160 US HIGHWAY 64, SUITE 14
L0159 00391	9160 US HIGHWAY 64, SUITE 15
L0159 00391	9160 US HIGHWAY 64, SUITE 16
L0159 00391	9160 US HIGHWAY 64, SUITE 17
L0159 00506	9104 US HIGHWAY 64
L0159 00507	9106 US HIGHWAY 64
L0159J C00015	9123 VALKRIE LANE
L0159J C00028	9142 VALKRIE LANE
L0159J C00027	9148 VALKRIE LANE
L0159J C00025	9166 VALKRIE LANE
L0159J C00024	9174 VALKRIE LANE
L0159 00076	9182 US HIGHWAY 64
L0159J C00019	9155 VALKRIE LANE
L0159J C00020	9161 VALKRIE LANE

L0159J C00021	9167 VALKRIE LANE
L0159J C00023	9177 VALKRIE LANE
L0159D C00007	9140 GAINSBOROUGH DRIVE
L0159D C00008	9136 GAINSBOROUGH DRIVE
L0159D C00015	3060 DOMINION COVE
L0159D C00009	9132 GAINSBOROUGH DRIVE
L0159D C00016	3059 DOMINION COVE
L0159D C00010	9144 FLETCHER TRACE PARKWAY
L0159D C00013	3050 DOMINION COVE
L0159D D00002	3051 DOMINION COVE
L0159D D00003	3032 DELVAN COVE
L0159D C00023	9143 FLETCHER TRACE PARKWAY
L0159D C00022	9137 FLETCHER TRACE PARKWAY
L0159D C00021	9133 FLETCHER TRACE PARKWAY
L0159D C00030	3038 GAINSBOROUGH COVE
L0159 00201	3033 ETON COVE
L0159D C00024	3031 GAINSBOROUGH COVE
L0159D C00020	3028 ETON COVE
L0159D C00025	3023 GAINSBOROUGH COVE
L0159D C00017	3023 ETON COVE
L0159D C00019	3024 ETON COVE
L0159D C00026	3019 GAINSBOROUGH COVE
L0159D C00018	3020 ETON COVE
L0159D C00028	3022 GAINSBOROUGH COVE
L0159D C00027	3018 GAINSBOROUGH COVE
L0159D C00012	9136 FLETCHER TRACE PARKWAY
L0159D C00011	9140 FLETCHER TRACE PARKWAY
L0159D C00031	9155 FLETCHER TRACE PARKWAY
L0159D C00034	3017 GRAMERCY COVE
L0159D C00036	3020 GRAMERCY COVE
L0159D C00033	3023 GRAMERCY COVE
L0159D C00038	3032 GRAMERCY COVE
L0159D C00037	3026 GRAMERCY COVE
L0159D C00039	3040 GRAMERCY COVE
L0159D C00048	3083 HARROW COVE
L0159D C00049	3079 HARROW COVE
L0159D C00045	9135 GAINSBOROUGH DRIVE
L0159D C00044	9131 GAINSBOROUGH DRIVE
L0159D G00014	9168 FLETCHER TRACE PARKWAY

L0159D C00041	9158 FLETCHER TRACE PARKWAY
L0159D C00042	9154 FLETCHER TRACE PARKWAY
L0159D C00051	3084 HARROW COVE
L0159D C00050	3080 HARROW COVE
L0159D C00047	9151 GAINSBOROUGH DRIVE
L0159D C00046	9143 GAINSBOROUGH DRIVE
L0159D G00030	3069 HAVELOCK COVE
L0159D G00029	3050 HEPPLEWHITE COVE
L0159D G00028	3042 HEPPLEWHITE COVE
L0159D G00016	3041 HEPPLEWHITE COVE
L0159D G00026	3032 HEPPLEWHITE COVE
L0159D G00025	3026 HEPPLEWHITE COVE
L0159D G00024	3020 HEPPLEWHITE COVE
L0159D G00023	3014 HEPPLEWHITE COVE
L0159D G00022	3010 HEPPLEWHITE COVE
L0159D G00017	3033 HEPPLEWHITE COVE
L0159D G00020	3011 HEPPLEWHITE COVE
L0159D G00001	9168 GAINSBOROUGH DRIVE
L0159D C00002	9160 GAINSBOROUGH DRIVE
L0159D C00003	9156 GAINSBOROUGH DRIVE
L0159D G00038	9201 FLETCHER TRACE PARKWAY
L0159D C00004	9152 GAINSBOROUGH DRIVE
L0159D G00007	9175 GAINSBOROUGH DRIVE
L0159D G00006	9169 GAINSBOROUGH DRIVE
L0159D C00005	9148 GAINSBOROUGH DRIVE
L0159D G00008	9185 GAINSBOROUGH DRIVE
L0159D C00052	9161 GAINSBOROUGH DRIVE
L0159D G00009	9194 FLETCHER TRACE PARKWAY
L0159D C00006	9144 GAINSBOROUGH DRIVE
L0159D G00037	9197 FLETCHER TRACE PARKWAY
L0159D G00010	9188 FLETCHER TRACE PARKWAY
L0159D G00035	9189 FLETCHER TRACE PARKWAY
L0159D G00012	9180 FLETCHER TRACE PARKWAY
L0159D G00013	9174 FLETCHER TRACE PARKWAY
L0159D G00039	3059 HAVELOCK COVE
L0159D G00033C	3060 HAVELOCK COVE
L0159D G00034	3066 HAVELOCK COVE
L0159D K00002	9210 FLETCHER TRACE PARKWAY
L0159D K00001	9206 FLETCHER TRACE PARKWAY

L0159D G00003	9178 GAINSBOROUGH DRIVE
L0159D G00002	9172 GAINSBOROUGH DRIVE
L0159D G00005	9200 FLETCHER TRACE PARKWAY
L0159D K00006	9234 FLETCHER TRACE PARKWAY
L0159D K00005	9226 FLETCHER TRACE PARKWAY
L0159D K00004	9220 FLETCHER TRACE PARKWAY
L0159D K00003	9216 FLETCHER TRACE PARKWAY
L0159D M00007	9268 CURLING POND LANE
L0159D L00003	9269 CURLING POND LANE
L0159D M00008	9264 CURLING POND LANE
L0159D M00009	9260 CURLING POND LANE
L0159D L00002	9263 CURLING POND LANE
L0159D L00001	9259 CURLING POND LANE
L0159D H00002	9275 FLETCHER TRACE PARKWAY
L0159D H00003	9277 FLETCHER TRACE PARKWAY
L0159D H00004	9279 FLETCHER TRACE PARKWAY
L0159D H00005	9281 FLETCHER TRACE PARKWAY
L0159D H00006	9285 FLETCHER TRACE PARKWAY
L0159D H00007	9287 FLETCHER TRACE PARKWAY
L0159D H00008	9289 FLETCHER TRACE PARKWAY
L0159D H00011	9297 FLETCHER TRACE PARKWAY
L0159D L00023	9332 CURLING POND LANE
L0159D L00025	9320 CURLING POND LANE
L0159D L00026	9314 CURLING POND LANE
L0159D L00027	9308 CURLING POND LANE
L0159D M00001	9300 CURLING POND LANE
L0159D L00011	9321 CURLING POND LANE
L0159D M00002	9292 CURLING POND LANE
L0159D L00010	9315 CURLING POND LANE
L0159D M00003	9286 CURLING POND LANE
L0159D L00009	9309 CURLING POND LANE
L0159D M00004	9280 CURLING POND LANE
L0159D J00022	3180 BIRCHTON GLADE COVE
L0159D J00021	3176 BIRCHTON GLADE COVE
L0159D L00008	9301 CURLING POND LANE
L0159D M00005	9276 CURLING POND LANE
L0159D L00007	9295 CURLING POND LANE
L0159D J00023	3179 BIRCHTON GLADE COVE
L0159D L00006	9289 CURLING POND LANE

L0159D M00006	9272 CURLING POND LANE
L0159D J00020	3170 BIRCHTON GLADE COVE
L0159D L00005	9283 CURLING POND LANE
L0159D J00034	3160 BEOWOLF GLADE COVE
L0159D J00019	3164 BIRCHTON GLADE COVE
L0159D J00024	3175 BIRCHTON GLADE COVE
L0159D J00033	3156 BEOWOLF GLADE COVE
L0159D J00035	3163 BEOWOLF GLADE COVE
L0159D J00018	3158 BIRCHTON GLADE COVE
L0159D J00025	3169 BIRCHTON GLADE COVE
L0159D J00036	3159 BEOWOLF GLADE COVE
L0159D J00026	3163 BIRCHTON GLADE COVE
L0159D J00017	9360 GLEN BIRNIE LANE
L0159D J00032	3150 BEOWOLF GLADE COVE
L0159D J00027	3157 BIRCHTON GLADE COVE
L0159D J00037	3155 BEOWOLF GLADE COVE
L0159D J00038	3151 BEOWOLF GLADE COVE
L0159D J00046	9276 FLETCHER TRACE PARKWAY
L0159D J00030	3138 BEOWOLF GLADE COVE
L0159D J00045	9280 FLETCHER TRACE PARKWAY
L0159D J00039	3145 BEOWOLF GLADE COVE
L0159D J00029	9334 GLEN BIRNIE LANE
L0159D J00044	9286 FLETCHER TRACE PARKWAY
L0159D J00040	3139 BEOWOLF GLADE COVE
L0159D J00043	9290 FLETCHER TRACE PARKWAY
L0159D J00041	9320 GLEN BIRNIE LANE
L0159D L00022	3218 GLADE VERDE LANE
L0159D L00021	3208 GLADE VERDE LANE
L0159D L00020	3202 GLADE VERDE LANE
L0159D L00019	3196 GLADE VERDE LANE
L0159D L00018	3190 GLADE VERDE LANE
L0159D L00017	3184 GLADE VERDE LANE
L0159D L00014	3195 GLADE VERDE LANE
L0159D J00014	3174 GLADE VERDE LANE
L0159D L00016	3183 GLADE VERDE LANE
L0159D J00013	3170 GLADE VERDE LANE
L0159D J00012	9373 GLEN BIRNIE LANE
L0159D J00011	9369 GLEN BIRNIE LANE
L0159D J00009	9357 GLEN BIRNIE LANE

L0159D J00008	9351 GLEN BIRNIE LANE
L0159D J00007	9345 GLEN BIRNIE LANE
L0159D J00006	9339 GLEN BIRNIE LANE
L0159D J00004	9327 GLEN BIRNIE LANE
L0159D J00003	9321 GLEN BIRNIE LANE
L0159D J00002	9315 GLEN BIRNIE LANE
L0159D J00001	9302 FLETCHER TRACE PARKWAY
L0159D E00010	9451 FLETCHER TRACE PARKWAY
L0159D E00001	3029 BRAMBLEBUSH LANE
L0159 00195	9423 FLETCHER TRACE PARKWAY
L0159D E00011	3020 BRAMBLEBUSH LANE
L0159D E00012	3012 BRAMBLEBUSH LANE
L0159D E00003	3005 BRAMBLEBUSH LANE
L0159D E00006	9400 WOODCUTTER COVE
L0159D E00005	9408 WOODCUTTER COVE
L0159D E00013	3006 BRAMBLEBUSH LANE
L0159D E00007	9394 WOODCUTTER COVE
L0159D E00004	9418 WOODCUTTER COVE
L0159D E00014	2996 BRAMBLEBUSH LANE
L0159D E00015	9450 WOODCUTTER LANE
L0159D E00016	9460 WOODCUTTER LANE
L0159D E00008	9399 WOODCUTTER COVE
L0159D E00009	9411 WOODCUTTER COVE
L0159D E00017	9433 WOODCUTTER LANE
L0159D E00018	9443 WOODCUTTER LANE
L0159D F00024	2970 BRAMBLEBUSH LANE
L0159D E00020	9461 WOODCUTTER LANE
L0159 00457	9262 US HIGHWAY 64
L0159D F00002	9404 COLTS NECK RD
L0159D F00022	9434 COLTS NECK COVE
L0159 00065	9296 US HIGHWAY 64
L0159 00065	9284 US HIGHWAY 64
L0159D F00021	9440 COLTS NECK COVE
L0159D F00018	9425 COLTS NECK COVE
L0159D F00020	9441 COLTS NECK COVE
L0159D F00019	9435 COLTS NECK COVE
L0159 00458	9300 US HIGHWAY 64
L0159 00458	9318 ACE DRIVE
L0159 00458	9308 ACE DRIVE

L0159	00458	9302 ACE DRIVE
L0159	00458	9292 ACE DRIVE
L0159	00458	9282 ACE DRIVE
L0159	00458	9272 ACE DRIVE
L0159	00458	9258 ACE DRIVE
L0159	00458	9248 ACE DRIVE
L0159	00458	2960 CHAMPIONS DRIVE
L0159	00458	2956 CHAMPIONS DRIVE
L0159	00458	2944 CHAMPIONS DRIVE
L0159	00458	2938 CHAMPIONS DRIVE
L0159	00458	2918 CHAMPIONS DRIVE
L0159	00458	2961 CHAMPIONS DRIVE
L0159	00458	2965 CHAMPIONS DRIVE
L0159	00458	2971 CHAMPIONS DRIVE
L0159	00458	2975 CHAMPIONS DRIVE
L0159	00458	9251 THREE IRON DRIVE
L0159	00458	9239 THREE IRON DRIVE
L0159	00458	9236 THREE IRON DRIVE
L0159	00458	9226 THREE IRON DRIVE
L0159	00458	2989 CHAMPIONS DRIVE
L0159	00458	2999 CHAMPIONS DRIVE
L0159	00458	9263 ACE DRIVE
L0159	00458	9313 BACK NINE DRIVE
L0159	00458	3010 CHAMPIONS DRIVE
L0159	00458	3020 CHAMPIONS DRIVE
L0159	00458	3035 CHAMPIONS DRIVE
L0159	00458	3045 CHAMPIONS DRIVE
L0159	00458	3055 CHAMPIONS DRIVE
L0159	00458	3065 CHAMPIONS DRIVE
L0159	00458	3075 CHAMPIONS DRIVE
L0159	00458	3085 CHAMPIONS DRIVE
L0159	00458	9270 FRONT NINE DRIVE
L0159	00458	9276 FRONT NINE DRIVE
L0159	00458	9284 FRONT NINE DRIVE
L0159	00458	9290 FRONT NINE DRIVE
L0159	00458	9306 FRONT NINE DRIVE
L0159	00458	9300 FRONT NINE DRIVE
L0159	00458	9344 TRIUMPH CIRCLE
L0159	00458	9350 TRIUMPH CIRCLE

L0159 00458	9345 TRIUMPH CIRCLE
L0159 00458	9355 TRIUMPH CIRCLE
L0159 00458	9370 TRIUMPH CIRCLE
L0159 00458	9360 TRIUMPH CIRCLE
L0159 00458	9323 BACK NINE DRIVE
L0159D F00004	2970 FOREST EDGE DRIVE
L0159D F00001	2971 BRAMBLEBUSH LANE
L0159D F00003	2962 FOREST EDGE DRIVE
L0159D F00011	2909 FOREST EDGE DRIVE
L0159D F00006	2961 FOREST EDGE DRIVE
L0159D F00007	2951 FOREST EDGE DRIVE
L0159D F00009	2931 FOREST EDGE DRIVE
L0159D F00010	2921 FOREST EDGE DRIVE
L0159D F00013	2922 FOREST EDGE DRIVE
L0159D F00015	9393 COLTS NECK RD
L0159D F00016	9405 COLTS NECK RD
L0159D F00017	2931 BRAMBLEBUSH LANE
L0159 00593	2928 BRAMBLEBUSH LANE
L0159 00593	2949 DAVIES PLANTATION ROAD
L0159D F00014	2932 FOREST EDGE DRIVE
L0159 00594	9434 US HIGHWAY 64
L0159D B00165	3052 BARLEY MILLS CIRCLE
L0159D B00168	9374 BARLEY MILLS ROAD
L0159D B00154	3056 BARLEY MILLS CIRCLE
L0159D B00158	9376 BARLEY MILLS ROAD
L0159D B00159	9378 BARLEY MILLS ROAD
L0159D B00159	9380 BARLEY MILLS ROAD
L0159D B00144	3058 BARLEY MILLS CIRCLE
L0159D B00144	3060 BARLEY MILLS CIRCLE
L0159D B00151	9386 BARLEY MILLS ROAD
L0159D B00123	3064 BARLEY MILLS CIRCLE
L0159D B00124	3066 BARLEY MILLS CIRCLE
L0159D B00115	3068 BARLEY MILLS CIRCLE
L0159D B00116	3070 BARLEY MILLS CIRCLE
L0159D B00107	3074 BARLEY MILLS CIRCLE
L0159D B00096	3078 BARLEY MILLS CIRCLE
L0159D B00097	3076 BARLEY MILLS CIRCLE
L0159D B00086	3080 BARLEY MILLS CIRCLE
L0159D B00072	3081 BARLEY MILLS CIRCLE

L0159D B00072	3083 BARLEY MILLS CIRCLE
L0159D B00073	3085 BARLEY MILLS CIRCLE
L0159D B00073	3087 BARLEY MILLS CIRCLE
L0159D B00075	3084 BARLEY MILLS CIRCLE
L0159D B00063	3082 RISING SUN ROAD
L0159D B00068	9416 BARLEY MILLS ROAD
L0159D B00068	9418 BARLEY MILLS ROAD
L0159D B00069	9420 BARLEY MILLS ROAD
L0159D B00059	9422 BARLEY MILLS ROAD
L0159D B00044	3090 RISING SUN ROAD
L0159D B00050	3089 KNOB HILL ROAD
L0159D B00051	3087 KNOB HILL ROAD
L0159D B00034	3088 RISING SUN ROAD
L0159D B00035	3086 RISING SUN ROAD
L0159D B00039	3095 KNOB HILL ROAD
L0159D B00040	3093 KNOB HILL ROAD
L0159D B00040	3091 KNOB HILL ROAD
L0159D B00014	3096 RISING SUN ROAD
L0159D B00015	3094 RISING SUN ROAD
L0159D B00015	3092 RISING SUN ROAD
L0159D B00019	3099 KNOB HILL ROAD
L0159D B00002	3100 RISING SUN ROAD
L0159D B00001	9388 BARLEY MILLS ROAD
L0159D B00001	9390 BARLEY MILLS ROAD
L0159D B00001	9392 BARLEY MILLS ROAD
L0159D B00001	3061 BARLEY MILLS CIRCLE
L0159D B00001	3063 BARLEY MILLS CIRCLE
L0159D B00001	3065 BARLEY MILLS CIRCLE
L0159D B00001	3067 BARLEY MILLS CIRCLE
L0159D B00001	3079 RISING SUN ROAD
L0159D B00001	3081 RISING SUN ROAD
L0159D B00001	3069 BARLEY MILLS CIRCLE
L0159D B00001	3071 BARLEY MILLS CIRCLE
L0159D B00001	3083 RISING SUN ROAD
L0159D B00001	3076 RISING SUN ROAD
L0159D B00001	3085 RISING SUN ROAD
L0159D B00001	3078 RISING SUN ROAD
L0159D B00001	9410 BARLEY MILLS ROAD
L0159D B00001	3080 RISING SUN ROAD

L0159D B00001	3077 BARLEY MILLS CIRCLE
L0159D B00001	3079 BARLEY MILLS CIRCLE
L0159D B00001	9414 BARLEY MILLS ROAD
L0159D B00001	3086 BARLEY MILLS CIRCLE
L0159D B00001	3091 RISING SUN ROAD
L0159D B00001	3089 BARLEY MILLS CIRCLE
L0159D B00001	3093 RISING SUN ROAD
L0159D B00001	3088 BARLEY MILLS CIRCLE
L0159D B00001	3095 RISING SUN ROAD
L0159D B00001	3090 BARLEY MILLS CIRCLE
L0159D B00001	3097 RISING SUN ROAD
L0159D B00001	3099 RISING SUN ROAD
L0159D B00001	3101 RISING SUN ROAD
L0159D B00001	3103 RISING SUN ROAD
L0159D B00001	3105 RISING SUN ROAD
L0159D B00001	3104 RISING SUN ROAD
L0159D B00001	3102 RISING SUN ROAD
L0159D B00001	3107 KNOB HILL ROAD
L0159D B00001	3109 KNOB HILL ROAD
L0159D B00001	3111 KNOB HILL ROAD
L0159D B00001	3113 KNOB HILL ROAD
L0159D B00001	3115 KNOB HILL ROAD
L0159D B00001	3117 KNOB HILL ROAD
L0159D B00001	3120 KNOB HILL ROAD
L0159D B00001	3118 KNOB HILL ROAD
L0159D B00001	3116 KNOB HILL ROAD
L0159D B00001	9400 FLETCHER TRACE PARKWAY
L0159D B00001	9394 BARLEY MILLS ROAD
L0159D B00001	3073 BARLEY MILLS CIRCLE
L0159D B00001	3075 BARLEY MILLS CIRCLE
L0159D B00001	9412 BARLEY MILLS ROAD
L0159D B00001	3106 RISING SUN ROAD
L0159D B00001	3105 KNOB HILL ROAD
L0159D B00001	3122 KNOB HILL ROAD
L0159I A00008	9434 SLEZENGER LANE
L0159I A00007	9428 SLEZENGER LANE
L0159I A00006	9424 SLEZENGER LANE
L0159I A00005	9418 SLEZENGER LANE
L0159I A00010	3071 BRANDON WAY LANE

L0159I A00003	9406 SLEZENGER LANE
L0159I A00009	3063 BRANDON WAY LANE
L0159I A00002	3051 PUTTER LANE
L0159I A00018	3054 BRANDON WAY LANE
L0159I A00019	9457 SLEZENGER LANE
L0159I A00022	9439 SLEZENGER LANE
L0159I A00021	9445 SLEZENGER LANE
L0159I A00023	9435 SLEZENGER LANE
L0159I A00024	9427 SLEZENGER LANE
L0159I A00025	9421 SLEZENGER LANE
L0159I A00026	9415 SLEZENGER LANE
L0159I A00027	9411 SLEZENGER LANE
L0159I A00020	9451 SLEZENGER LANE
L0159I C00028	9453 KAKI LANE
L0159I C00029	3115 ULTRAGREEN LANE
L0159I C00002	3106 ULTRAGREEN LANE
L0159I C00030	3107 ULTRAGREEN LANE
L0159I C00026	3104 BRANDON WAY LANE
L0159I C00001	3100 ULTRAGREEN LANE
L0159I C00031	3101 ULTRAGREEN LANE
L0159I B00011	3094 ULTRAGREEN LANE
L0159I B00012	3095 ULTRAGREEN LANE
L0159I B00010	3090 ULTRAGREEN LANE
L0159I C00023	3088 BRANDON WAY LANE
L0159I B00013	3091 ULTRAGREEN LANE
L0159I B00009	3086 ULTRAGREEN LANE
L0159I A00013	3084 BRANDON WAY LANE
L0159I B00014	3087 ULTRAGREEN LANE
L0159I B00008	3080 ULTRAGREEN LANE
L0159I B00015	3081 ULTRAGREEN LANE
L0159I B00007	3076 ULTRAGREEN LANE
L0159I A00015	3072 BRANDON WAY LANE
L0159I A00016	3066 BRANDON WAY LANE
L0159I B00018	3065 ULTRAGREEN LANE
L0159I B00004	3060 ULTRAGREEN LANE
L0159I B00019	3061 ULTRAGREEN LANE
L0159I B00003	3054 ULTRAGREEN LANE
L0159I B00020	3055 ULTRAGREEN LANE
L0159I B00002	3050 ULTRAGREEN LANE

L0159I B00021	3051 ULTRAGREEN LANE
L0159I B00001	3044 ULTRAGREEN LANE
L0159I B00001	3037 DAVIES PLANTATION ROAD
L0159I C00015	9426 KAKI LANE
L0159I C00013	9436 KAKI LANE
L0159I C00012	9440 KAKI LANE
L0159I C00011	9444 KAKI LANE
L0159I C00010	9450 KAKI LANE
L0159I C00009	9454 KAKI LANE
L0159I C00008	9460 KAKI LANE
L0159I C00007	9466 KAKI LANE
L0159I C00005	9476 KAKI LANE
L0159I C00004	3118 ULTRAGREEN LANE
L0159I C00016	3119 BRANDON WAY LANE
L0159I C00017	3115 BRANDON WAY LANE
L0159I C00018	3109 BRANDON WAY LANE
L0159I C00019	3105 BRANDON WAY LANE
L0159I C00020	3099 BRANDON WAY LANE
L0159I C00021	3095 BRANDON WAY LANE
L0159I C00022	3089 BRANDON WAY LANE
L0159I A00011	3077 BRANDON WAY LANE
L0159I C00014	9430 KAKI LANE
L0159H F00047	3144 CLUBVIEW COVE SOUTH
L0159H F00046	3140 CLUBVIEW COVE SOUTH
L0159H F00043	3126 CLUBVIEW COVE SOUTH
L0159H F00042	3122 CLUBVIEW COVE SOUTH
L0159H F00041	3116 CLUBVIEW CV SOUTH
L0159H F00040	3112 CLUBVIEW COVE SOUTH
L0159H F00039	3108 CLUBVIEW COVE SOUTH
L0159H F00037	3098 CLUBVIEW COVE SOUTH
L0159H F00036	3094 CLUBVIEW COVE SOUTH
L0159H F00031	3087 CLUBVIEW COVE SOUTH
L0159H F00034	3084 CLUBVIEW COVE SOUTH
L0159H F00032	3083 CLUBVIEW COVE SOUTH
L0159H F00033	3080 CLUBVIEW CV SOUTH
L0159H F00035	3088 CLUBVIEW COVE SOUTH
L0159H F00011	3204 CLUBVIEW COVE NORTH
L0159H F00010	3198 CLUBVIEW COVE NORTH
L0159H F00009	3194 CLUBVIEW COVE NORTH

L0159H F00008	3190 CLUBVIEW COVE NORTH
L0159H F00007	3186 CLUBVIEW COVE NORTH
L0159H F00006	3182 CLUBVIEW COVE NORTH
L0159H F00004	3172 CLUBVIEW COVE NORTH
L0159H F00003	3168 CLUBVIEW COVE NORTH
L0159H F00002	3164 CLUBVIEW COVE NORTH
L0159H F00001	3158 CLUBVIEW COVE NORTH
L0159H F00005	3178 CLUBVIEW COVE NORTH
L0159N A00001	9490 CLUB WALK COURT
L0159N A00002	9480 CLUB WALK COURT
L0159N A00036	9491 CLUB WALK COURT
L0159H F00012	3209 CLUBVIEW COVE NORTH
L0159H F00013	3205 CLUBVIEW COVE NORTH
L0159H F00014	3201 CLUBVIEW COVE NORTH
L0159H F00015	3199 CLUBVIEW COVE NORTH
L0159H F00016	3195 CLUBVIEW COVE NORTH
L0159H F00017	3191 CLUBVIEW COVE NORTH
L0159H F00018	3187 CLUBVIEW COVE NORTH
L0159H F00020	3179 CLUBVIEW COVE NORTH
L0159H F00021	3173 CLUBVIEW COVE NORTH
L0159H F00022	3165 CLUBVIEW COVE NORTH
L0159H F00024	3153 CLUBVIEW COVE NORTH
L0159H F00025	3149 CLUBVIEW COVE SOUTH
L0159H F00026	3145 CLUBVIEW COVE SOUTH
L0159H F00027	3139 CLUBVIEW COVE SOUTH
L0159H F00030	3125 CLUBVIEW COVE SOUTH
L0159N A00018	9351 CLUB WALK COURT
L0159N A00016	9339 CLUB WALK COURT
L0159N A00020	9363 CLUB WALK COURT
L0159N A00021	9369 CLUB WALK COURT
L0159N A00015	9340 CLUB WALK COURT
L0159N A00022	9375 CLUB WALK COURT
L0159N A00014	9346 CLUB WALK COURT
L0159N A00013	9352 CLUB WALK COURT
L0159N A00012	9376 CLUB WALK COURT
L0159N A00023	9381 CLUB WALK COURT
L0159N A00024	9387 CLUB WALK COURT
L0159N A00007	3253 CLUB GROVE COVE
L0159N A00011	9392 CLUB WALK COURT

L0159N A00008	3247 CLUB GROVE COVE
L0159N A00025	9393 CLUB WALK COURT
L0159N A00009	9420 CLUB WALK COURT
L0159N A00005	3246 CLUB GROVE COVE
L0159N A00028	9411 CLUB WALK COURT
L0159N A00029	9417 CLUB WALK COURT
L0159N A00004	9442 CLUB WALK COURT
L0159N A00030	9423 CLUB WALK COURT
L0159N A00032	9435 CLUB WALK COURT
L0159N A00033	9441 CLUB WALK COURT
L0159N A00034	9443 CLUB WALK COURT
L0159 00473	9696 US HIGHWAY 64
L0159 00563	9750 US HIGHWAY 64
L0159 00505	9760 US HIGHWAY 64
L0159 00188C	3130 DAVIES PLANTATION ROAD
L0159H I00013	9626 WOOD GREEN LANE
L0159H I00015	9642 WOOD GREEN LANE
L0159H I00018	3198 SHADOW GREEN LANE
L0159H I00033C	9635 WOOD GREEN LANE
L0159H I00016	9643 WOOD GREEN LANE
L0159H I00019	3188 SHADOW GREEN LANE
L0159H I00021	9644 SHADE GREEN COVE
L0159H I00024	3172 SHADOW GREEN LANE
L0159H I00022	9645 SHADE GREEN COVE
L0159H I00025	3162 SHADOW GREEN LANE
L0159H I00039C	9638 MEADOW GREEN COVE
L0159H I00027	9646 MEADOW GREEN COVE
L0159H I00028	3142 SHADOW GREEN LANE
L0159H I00030	9647 MEADOW GREEN COVE
L0159H J00037	3132 SHADOW GREEN LANE
L0159H J00035	9644 KINGSRIDGE DRIVE
L0159H H00038	9652 KINGSRIDGE DRIVE
L0159H J00032	3114 SHADOW GREEN LANE
L0159H J00034	9645 KINGSRIDGE DRIVE
L0159 00447	2935 LAKELAND HILLS DRIVE
L0159H I00031C	9634 WOOD GREEN LANE
L0159H I00041C	9639 MEADOW GREEN COVE
L0159H J00044C	9637 KINGSRIDGE DRIVE
L0159H I00035C	9636 SHADE GREEN COVE

L0159H J00042C	9636 KINGSRIDGE DRIVE
L0159H E00026	3454 FOOTBRIDGE COVE
L0159H E00025	3447 FOOTBRIDGE COVE
L0159H E00027	3448 FOOTBRIDGE COVE
L0159H E00024	3441 FOOTBRIDGE COVE
L0159H E00023	3437 FOOTBRIDGE COVE
L0159H E00028	3440 FOOTBRIDGE COVE
L0159H E00029	3430 FOOTBRIDGE COVE
L0159H E00013	3420 IRON BRIDGE COVE
L0159H E00022	3431 FOOTBRIDGE COVE
L0159H E00030	3418 FOOTBRIDGE COVE
L0159H E00021	3423 FOOTBRIDGE COVE
L0159H E00014	3408 IRON BRIDGE COVE
L0159H E00031	3406 FOOTBRIDGE COVE
L0159H E00020	3411 FOOTBRIDGE COVE
L0159H E00015	3398 IRON BRIDGE COVE
L0159H E00019	9632 EL HILL ROAD
L0159H E00018	9624 EL HILL ROAD
L0159H E00016	3386 IRON BRIDGE COVE
L0159H E00017	9616 EL HILL ROAD
L0159H E00034	9621 EL HILL ROAD
L0159H E00036	9607 EL HILL ROAD
L0159H E00037	9626 EL HILL COVE
L0159H E00038	9632 EL HILL COVE
L0159H E00042	9585 EL HILL COVE
L0159H E00041	9621 EL HILL COVE
L0159H E00040	9631 EL HILL COVE
L0159H B00029	9608 SILVER FOX COVE
L0159H B00028	9618 SILVER FOX COVE
L0159H B00022	9607 SILVER FOX COVE
L0159H B00025	9633 SILVER FOX COVE
L0159H B00023	9617 SILVER FOX COVE
L0159H B00024	9627 SILVER FOX COVE
L0159H B00021	9610 PUTTER COVE
L0159H B00018	9634 PUTTER COVE
L0159H B00017	9631 PUTTER COVE
L0159H B00015	3266 OLD TRAIL COVE
L0159H B00013	3246 OLD TRAIL COVE
L0159H B00012	3242 OLD TRAIL COVE

L0159H B00011	3241 OLD TRAIL COVE
L0159H B00009	3249 OLD TRAIL COVE
L0159H B00010	3245 OLD TRAIL COVE
L0159H B00026	9634 SILVER FOX COVE
L0159H B00027	9628 SILVER FOX COVE
L0159H E00012	3426 IRON BRIDGE COVE
L0159H E00010	3411 IRON BRIDGE COVE
L0159H E00009	3399 IRON BRIDGE COVE
L0159H E00008	3389 IRON BRIDGE COVE
L0159H E00007	3381 IRON BRIDGE COVE
L0159H E00006	3371 IRON BRIDGE COVE
L0159H E00005	3363 IRON BRIDGE COVE
L0159H E00004	9600 EL HILL ROAD
L0159H E00003	9596 EL HILL ROAD
L0159H E00002	9584 EL HILL ROAD
L0159H E00001	9578 EL HILL ROAD
L0159H B00001	9574 EL HILL ROAD
L0159H B00002	9570 EL HILL ROAD
L0159H B00003	9566 EL HILL ROAD
L0159H A00009	9540 AUTUMN TRAIL COVE
L0159H A00010	9530 AUTUMN TRAIL COVE
L0159H A00008	9543 AUTUMN TRAIL COVE
L0159H A00011	9524 AUTUMN TRAIL COVE
L0159H A00012	9516 AUTUMN TRAIL COVE
L0159H A00007	9539 AUTUMN TRAIL COVE
L0159H A00013	9508 AUTUMN TRAIL COVE
L0159H A00006	9531 AUTUMN TRAIL COVE
L0159H A00014	9502 AUTUMN TRAIL COVE
L0159H A00005	3316 GLENHILL LANE
L0159H A00015	9503 AUTUMN TRAIL COVE
L0159H A00016	9509 AUTUMN TRAIL COVE
L0159H A00018	9524 GLENHILL COVE
L0159H A00019	9512 GLENHILL COVE
L0159H A00020	9508 GLENHILL COVE
L0159H A00003	3296 GLENHILL LANE
L0159H A00023	9523 GLENHILL COVE
L0159H A00053	9509 GLENHILL COVE
L0159H A00002	3282 GLENHILL LANE
L0159H A00001	9550 EL HILL ROAD

L0159H A00025	9516 EL HILL ROAD
L0159H A00026	9508 EL HILL ROAD
L0159H A00017	9515 AUTUMN TRAIL COVE
L0159H A00054	9515 GLENHILL COVE
L0159H B00004	3275 OLD TRAIL COVE
L0159H B00005	3265 OLD TRAIL COVE
L0159H A00051	9559 EL HILL ROAD
L0159H A00050	9547 EL HILL ROAD
L0159H A00048	3244 CREEKWOOD LANE
L0159H A00049	9537 EL HILL ROAD
L0159H A00027	3245 CREEKWOOD LANE
L0159H A00045	9554 CREEKWOOD COVE
L0159H A00046	9546 CREEKWOOD COVE
L0159H A00028	3235 CREEKWOOD LANE
L0159H A00047	9540 CREEKWOOD COVE
L0159H B00007	3257 OLD TRAIL COVE
L0159H A00044	9558 CREEKWOOD COVE
L0159H B00008	3253 OLD TRAIL COVE
L0159H A00029	3229 CREEKWOOD LANE
L0159H A00030	3221 CREEKWOOD LANE
L0159H A00043	9557 CREEKWOOD COVE
L0159H A00041	9545 CREEKWOOD COVE
L0159H A00042	9551 CREEKWOOD COVE
L0159H A00031	3213 CREEKWOOD LANE
L0159H I00011	3211 SHADOW GREEN LANE
L0159H I00012	9620 WOOD GREEN LANE
L0159H A00039C	3174 CREEKWOOD LANE
L0159H A00032	3205 CREEKWOOD LANE
L0159H A00052	3188 CREEKWOOD LANE
L0159H A00038	3168 CREEKWOOD LANE
L0159H I00010	3205 SHADOW GREEN LANE
L0159H A00033	3195 CREEKWOOD LANE
L0159H I00009	3197 SHADOW GREEN LANE
L0159H A00037	3167 CREEKWOOD LANE
L0159H A00034	3185 CREEKWOOD LANE
L0159H I00008	3189 SHADOW GREEN LANE
L0159H A00036	3173 CREEKWOOD LANE
L0159H A00035	3179 CREEKWOOD LANE
L0159H C00004	9566 KINGSRIDGE DRIVE

L0159H I00006	3175 SHADOW GREEN LANE
L0159H C00003	9558 KINGSRIDGE DRIVE
L0159H C00002	9550 KINGSRIDGE DRIVE
L0159H C00001	9540 KINGSRIDGE DRIVE
L0159H I00005	3169 SHADOW GREEN LANE
L0159H I00004	3163 SHADOW GREEN LANE
L0159H I00003	3155 SHADOW GREEN LANE
L0159H I00002	3147 SHADOW GREEN LANE
L0159H J00038	9618 KINGSRIDGE DRIVE
L0159H J00006C	9619 KINGSRIDGE DRIVE
L0159H C00007	3150 STONECREST CIRCLE
L0159H C00024	9543 KINGSRIDGE DRIVE
L0159H C00006	9571 KINGSRIDGE DRIVE
L0159H J00001	9585 KINGSRIDGE DRIVE
L0159H C00023	3141 STONECREST CIRCLE
L0159H C00008	3140 STONECREST CIRCLE
L0159H J00039	9600 KINGSRIDGE DRIVE
L0159H J00002	9593 KINGSRIDGE DRIVE
L0159H C00022	3133 STONECREST CIRCLE
L0159H J00003	9601 KINGSRIDGE DRIVE
L0159H C00009	3128 STONECREST CIRCLE
L0159H J00004	9607 KINGSRIDGE DRIVE
L0159H C00021	3123 STONECREST CIRCLE
L0159H J00005C	9613 KINGSRIDGE DRIVE
L0159H C00010	3118 STONECREST CIRCLE
L0159H C00011	3108 STONECREST CIRCLE
L0159H C00019	3105 STONECREST CIRCLE
L0159H C00012	3100 STONECREST CIRCLE
L0159H C00013	3092 STONECREST CIRCLE
L0159H C00017	3087 STONECREST CIRCLE
L0159H C00014	3084 STONECREST CIRCLE
L0159H C00016	3075 STONECREST CIRCLE
L0159H C00068	3078 EAST STONECREST CIRCLE
L0159H C00015	3076 STONECREST CIRCLE
L0159H C00025	3065 STONECREST CIRCLE
L0159H C00067	3066 EAST STONECREST CIRCLE
L0159H C00053	3077 EAST STONECREST CIRCLE
L0159H C00052	3064 STONECREST CIRCLE
L0159H C00054	3067 EAST STONECREST CIRCLE

L0159H C00066	3060 EAST STONECREST CIRCLE
L0159H C00026	3063 STONECREST CIRCLE
L0159H C00051	3050 STONECREST CIRCLE
L0159H C00027	9540 QUAIL RUN COVE
L0159H C00055	3061 EAST STONECREST CIRCLE
L0159H C00065	3052 EAST STONECREST CIRCLE
L0159H C00056	3053 EAST STONECREST CIRCLE
L0159H C00064	3044 EAST STONECREST CIRCLE
L0159H C00063	9614 WHISPERING WOODS COVE
L0159H C00049	3038 STONECREST CIRCLE
L0159H C00028	9541 QUAIL RUN COVE
L0159H C00030	3041 STONECREST CIRCLE
L0159H C00057	3043 EAST STONECREST CIRCLE
L0159H C00029	9545 QUAIL RUN COVE
L0159H C00062	9624 WHISPERING WOODS COVE
L0159H C00048	3018 STONECREST CIRCLE
L0159H C00047	3011 EAST STONECREST CIRCLE
L0159H C00058	9609 WHISPERING WOODS COVE
L0159H C00061	9625 WHISPERING WOODS COVE
L0159H C00032	3017 STONECREST CIRCLE
L0159H C00059	9610 WHISPERING WOODS COVE
L0159H C00060	9623 WHISPERING WOODS COVE
L0159H C00046	9592 MOSSWOOD LANE
L0159H C00033	3007 STONECREST CIRCLE
L0159H C00034	9589 MOSSWOOD LANE
L0159H C00045	9602 MOSSWOOD LANE
L0159H C00044	9612 MOSSWOOD LANE
L0159H C00043	9622 MOSSWOOD LANE
L0159H C00042	9628 MOSSWOOD LANE
L0159H C00050	3046 STONECREST CIRCLE
L0159H C00035	9595 MOSSWOOD LANE
L0159H C00041	9632 MOSSWOOD LANE
L0159H C00036	9601 MOSSWOOD LANE
L0159H C00037	9609 MOSSWOOD LANE
L0159H C00038	9617 MOSSWOOD LANE
L0159H C00040	9631 MOSSWOOD LANE
L0159H C00039	9625 MOSSWOOD LANE
L0159H G00022	2938 HOGAN LANE
L0159H K00018	9565 DALY DRIVE

L0159H K00019	9569 DALY DRIVE
L0159H K00020	9573 DALY DRIVE
L0159H G00052	9607 DALY DRIVE
L0159H K00021	9577 DALY DRIVE
L0159H K00022	9583 DALY DRIVE
L0159H G00054	9627 DALY DRIVE
L0159H K00023	9587 DALY DRIVE
L0159H K00024	9593 DALY DRIVE
L0159H K00025	9597 DALY DRIVE
L0159H G00055	9637 DALY DRIVE
L0159H G00021	2932 HOGAN LANE
L0159H K00017	9566 CHI CHI LANE
L0159H K00016	9572 CHI CHI LANE
L0159H K00015	9578 CHI CHI LANE
L0159H G00059	9610 CHI CHI LANE
L0159H G00058	9620 CHI CHI LANE
L0159H K00010	9604 CHI CHI LANE
L0159H K00011	9598 CHI CHI LANE
L0159H K00012	9592 CHI CHI LANE
L0159H G00057	9630 CHI CHI LANE
L0159H G00056	9640 CHI CHI LANE
L0159H K00014	9584 CHI CHI LANE
L0159H G00020	9560 CHI CHI LANE
L0159H G00051	2936 PALMER DRIVE
L0159 00181	9664 US HIGHWAY 64
L0159H G00060	2930 PALMER DRIVE
L0159H G00062	2918 PALMER DRIVE
L0159H G00063	2912 PALMER DRIVE
L0159H G00010	9525 CHI CHI COVE
L0159H G00008	9533 CHI CHI COVE
L0159H G00007	9537 CHI CHI COVE
L0159H G00006	9541 CHI CHI COVE
L0159H G00005	9545 CHI CHI COVE
L0159H G00004	9549 CHI CHI COVE
L0159H G00009	9529 CHI CHI COVE
L0159H G00003	9553 CHI CHI COVE
L0159H G00002	9557 CHI CHI LANE
L0159H G00001	9561 CHI CHI LANE
L0159H K00001	9565 CHI CHI LANE

L0159H K00008	9599 CHI CHI LANE
L0159H K00009	9605 CHI CHI LANE
L0159H G00067	9611 CHI CHI LANE
L0159H G00066	9621 CHI CHI LANE
L0159H G00065	9631 CHI CHI LANE
L0159H K00004	9583 CHI CHI LANE
L0159H K00005	9587 CHI CHI LANE
L0159H G00028	9530 DALY DRIVE
L0159H G00031	9542 DALY DRIVE
L0159H G00035	9558 DALY DRIVE
L0159H G00040	9578 DALY DRIVE
L0159H G00041	9582 DALY DRIVE
L0159H G00043	9590 DALY DRIVE
L0159H G00045	9598 DALY DRIVE
L0159H G00047	9618 DALY DRIVE
L0159H G00049	9638 DALY DRIVE
L0159H G00050	2942 PALMER DRIVE
L0159H G00013	9528 CHI CHI COVE
L0159H G00015	9536 CHI CHI COVE
L0159H G00012	9524 CHI CHI COVE
L0159D D00004	3036 DELVAN COVE
L0159D D00013	9030 BRECKENRIDGE COVE
L0159D D00017	9006 BRECKENRIDGE COVE
L0159D D00018	8998 BRECKENRIDGE COVE
L0159D D00029	9019 BRECKENRIDGE COVE
L0159D D00031C	9037 BRECKENRIDGE COVE
L0159D D00032C	9049 BRECKENRIDGE COVE
L0159D D00028	9011 BRECKENRIDGE COVE
L0159D D00027	9005 BRECKENRIDGE COVE
L0159D D00021	8980 BRECKENRIDGE COVE
L0159J C00001	9067 VALKRIE LANE
L0159D D00011	9044 BRECKENRIDGE COVE
L0159D D00005	3040 DELVAN COVE
L0159D D00033	3044 DELVAN COVE
L0159D D00012	9036 BRECKENRIDGE COVE
L0159 00408	9020 US HIGHWAY 64, SUITE 108
L0159 00408	9062 US HIGHWAY 64
L0159 00408	9014 US HIGHWAY 64 #106
L0159 00408	9020 US HIGHWAY 64, SUITE 100

L0159 00408	9020 US HIGHWAY 64, SUITE 101
L0159 00408	9020 US HIGHWAY 64, SUITE 102
L0159 00408	9020 US HIGHWAY 64, SUITE 103
L0159 00408	9020 US HIGHWAY 64, SUITE 104
L0159 00408	9020 US HIGHWAY 64, SUITE 105
L0159 00408	9020 US HIGHWAY 64, SUITE 106
L0159 00408	9020 US HIGHWAY 64, SUITE 107
L0159 00408	9050 US HIGHWAY 64
L0159 00408	9014 US HIGHWAY 64 #102
L0159 00580	8874 US HIGHWAY 64
L0159J C00010	2957 BOYINGTON COVE
L0159J C00026	9154 VALKRIE LANE
L0159J C00022	9173 VALKRIE LANE
L0159D C00014	3056 DOMINION COVE
L0159D D00001	3055 DOMINION COVE
L0159D C00029	3030 GAINSBOROUGH COVE
L0159D C00032	3029 GRAMERCY COVE
L0159D C00035	3016 GRAMERCY COVE
L0159D C00040	9162 FLETCHER TRACE PARKWAY
L0159D C00043	9150 FLETCHER TRACE PARKWAY
L0159D G00031	3065 HAVELOCK COVE
L0159D G00027	3038 HEPPLEWHITE COVE
L0159D G00018	3023 HEPPLEWHITE COVE
L0159D G00021	3006 HEPPLEWHITE COVE
L0159D G00019	3015 HEPPLEWHITE COVE
L0159D G00015	3049 HEPPLEWHITE COVE
L0159D C00001	9164 GAINSBOROUGH DRIVE
L0159D G00036	9193 FLETCHER TRACE PARKWAY
L0159D G00011	9184 FLETCHER TRACE PARKWAY
L0159D G00004	9184 GAINSBOROUGH DRIVE
L0159D H00009	9291 FLETCHER TRACE PARKWAY
L0159D H00010	9293 FLETCHER TRACE PARKWAY
L0159D H00012	9299 FLETCHER TRACE PARKWAY
L0159D H00001C	9271 FLETCHER TRACE PARKWAY
L0159D L00024	9328 CURLING POND LANE
L0159D L00012	9329 CURLING POND LANE
L0159D L00013	3201 GLADE VERDE LANE
L0159D L00004	9277 CURLING POND LANE
L0159D J00031	3144 BEOWOLF GLADE COVE

L0159D J00028	9346 GLEN BIRNIE LANE
L0159D J00042	9296 FLETCHER TRACE PARKWAY
L0159D J00015	3178 GLADE VERDE LANE
L0159D L00015	3189 GLADE VERDE LANE
L0159D J00016	9370 GLEN BIRNIE LANE
L0159D J00010	9363 GLEN BIRNIE LANE
L0159D J00005	9333 GLEN BIRNIE LANE
L0159 00197	3009 DAVIES PLANTATION ROAD
L0159D E00002	3015 BRAMBLEBUSH LANE
L0159D E00019	9451 WOODCUTTER LANE
L0159D F00023	2960 BRAMBLEBUSH LANE
L0159D F00005	2969 FOREST EDGE DRIVE
L0159D F00008	2941 FOREST EDGE DRIVE
L0159D F00012	2910 FOREST EDGE DRIVE
L0159D B00167	9370 BARLEY MILLS ROAD
L0159D B00167	9372 BARLEY MILLS ROAD
L0159D B00155	3054 BARLEY MILLS CIRCLE
L0159D B00160	9382 BARLEY MILLS ROAD
L0159D B00036	3084 RISING SUN ROAD
L0159D B00023	3098 RISING SUN ROAD
L0159D B00029	3097 KNOB HILL ROAD
L0159D B00009	3103 KNOB HILL ROAD
L0159I A00004	9412 SLEZENGER LANE
L0159I A00001	3043 PUTTER LANE
L0159I C00003	3112 ULTRAGREEN LANE
L0159I C00025	3098 BRANDON WAY LANE
L0159I C00024	3094 BRANDON WAY LANE
L0159I A00014	3078 BRANDON WAY LANE
L0159I B00016	3077 ULTRAGREEN LANE
L0159I B00006	3070 ULTRAGREEN LANE
L0159I B00017	3071 ULTRAGREEN LANE
L0159I B00005	3064 ULTRAGREEN LANE
L0159I A00017	3060 BRANDON WAY LANE
L0159I C00027	3112 BRANDON WAY LANE
L0159I A00012	3085 BRANDON WAY LANE
L0159I C00006	9472 KAKI LANE
L0159H F00045	3136 CLUBVIEW COVE SOUTH
L0159H F00044	3130 CLUBVIEW COVE SOUTH
L0159H F00038	3102 CLUBVIEW COVE SOUTH

L0159N A00035	9485 CLUB WALK COURT
L0159H F00023	3157 CLUBVIEW COVE NORTH
L0159H F00028	3135 CLUBVIEW COVE SOUTH
L0159H F00029	3131 CLUBVIEW COVE SOUTH
L0159H F00019	3183 CLUBVIEW COVE NORTH
L0159N A00017	9345 CLUB WALK COURT
L0159N A00019	9357 CLUB WALK COURT
L0159N A00006	3252 CLUB GROVE COVE
L0159N A00010	9404 CLUB WALK COURT
L0159N A00026	9399 CLUB WALK COURT
L0159N A00027	9405 CLUB WALK COURT
L0159N A00003	9456 CLUB WALK COURT
L0159N A00031	9429 CLUB WALK COURT
L0159 00199C	9221 FLETCHER TRACE PARKWAY

CITY OF
LAKELAND
TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Resolution** - authorizing the issuance of not to exceed eleven million five hundred thousand dollars ($11,500,000) City of Lakeland, Tennessee, general obligation capital outlay note. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the $11.5 million 2022 Capital Outlay Note for the advance financing of the 80% TDOT reimbursements on the Texas Gas Line relocation portion of the New Canada Road project.

BUDGET IMPACT

The original budget for fiscal year 2022 included a budgeted amount of $13.5 million interim financing, and associated anticipated repayments.

DISCUSSION

City Staff has once again worked with PFM as financial advisor and Butler Snow as bond counsel to present the authorizing resolution and form of agreement for this 2022 Capital Outlay Note. Concurrent with the approval of the authorizing resolution, State of Tennessee Local Government Finance approval is being sought, in accordance with State statutes and debt management policies. The purpose of the CON is to provide cash flow for the payment of invoices to Texas Gas for line relocation services related to the New Canada Road project.

RESOLUTION R-24-2022

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($11,500,000) CITY OF LAKELAND, TENNESSEE, GENERAL OBLIGATION CAPITAL OUTLAY NOTE PURSUANT TO SECTION 9-21-601, *ET SEQ*., OF THE TENNESSEE CODE ANNOTATED; PROVIDING FOR THE TERMS OF THE CAPITAL OUTLAY NOTE; AUTHORIZING THE NEGOTIATED SALE OF THE CAPITAL OUTLAY NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION; AUTHORIZING THE EXECUTION AND DELIVERY OF THE CAPITAL OUTLAY NOTE; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ALL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CAPITAL OUTLAY NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to authority granted by Sections 9-21-601 *et seq*., Tennessee Code Annotated (the "*T.C.A.*"), subject to the approval of the Director of Local Government Finance, municipalities in Tennessee are authorized to issue interest bearing capital outlay notes for all purposes for which general obligation bonds can be legally authorized and issued for a period of not greater than the end of the twelfth fiscal year following the fiscal year in which the notes are issued; and

WHEREAS, the Board of Commissioners (the "*Board*") of the City of Lakeland, Tennessee (the "*City*"), hereby determines that it is necessary and desirable to issue a general obligation capital outlay note (the "*Note*") for the purpose of providing funds to finance the (i) acquisition, design, construction, furnishing, and equipping of public works projects in and for the City (collectively, the "*Projects*"); (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iii) reimbursement to the City for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during the period of construction; and (v) payment of the costs related to the issuance and sale of such Note; and

WHEREAS, subject to fulfillment of the requirements of Sections 9-21-601, *et seq*., of the T.C.A., the Board believes it is in the best interests of the City to authorize the issuance of its City of Lakeland, Tennessee, General Obligation Capital Outlay Note, Series 2022, in an outstanding principal amount of not to exceed Eleven Million Five Hundred Thousand Dollars ($11,500,000) (the "*Note*"); and

WHEREAS, in connection with issuance of the Note, the Board hereby determines it to be necessary to enter into a loan agreement (the "*Loan Agreement*") with PNC Bank, National Association, a national banking association (the "*Lender*"), and enter into other documents required in connection with the issuance of the Note; and

WHEREAS, the principal of and interest on the Note will be payable from unlimited ad valorem taxes to be levied on all taxable property located within the City; and

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

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

SECTION 1.01 **Definitions**. Throughout this Resolution, in addition to the terms defined in the recitals hereof, the following terms and expressions used herein shall have the meaning specified in this Section.

"*Act*" means Title 9, Chapter 21, Tennessee Code Annotated, as amended from time to time.

"*Advance*" means a draw on the Loan and the Note in accordance with the Loan Agreement.

"*Bond Counsel*" means Butler Snow LLP or any other firm of attorneys specializing in the field of municipal finance law selected by the City.

"*Business Day*" means any day other than (a) a Saturday, Sunday or other day on which commercial banks located in the states of New York or Tennessee are authorized or required by law or executive order to close or (b) a day on which the New York Stock Exchange is closed.

"*City*" means the City of Lakeland, Tennessee.

"*City Manager*" means the City's duly appointed and acting City Manager.

"*Code*" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and judicial decisions promulgated thereunder.

"*Debt Management Policy*" means the Debt Management Policy, included in the Financial Policies Manual adopted by the Board on April 9, 2020, including any subsequent revisions.

"*Director of Local Government Finance*" means the Director of the Division of Local Government Finance within the Office of the Comptroller of the Treasury of the State of Tennessee.

"*Finance Director*" means the City's duly appointed and acting Finance and Human Resources Director.

"*Lender*" means PNC Bank, National Association, a national banking association, and its successors and assigns.

"*Loan*" means the term loan from the Lender to the City pursuant to the Loan Agreement.

"*Loan Agreement*" means the Loan Agreement dated as of March [__], 2022 (or the first day of the month thereafter in which such agreement is executed) between the Lender and the

City, authorized by Section 2.05, as the same may be amended, supplemented, modified or restated from time to time.

"*Maximum Rate*" means, as of any time, the maximum rate described in the Loan Agreement; provided, however, the maximum rate of interest will not exceed the maximum rate of interest at the time permitted by Section 47-14-103 of the T.C.A. or other applicable State law.

"*Mayor*" means the duly elected Mayor of the City.

"*Note*" means the general obligation capital outlay note of the City issued in accordance with Section 2.01 hereof.

"*Person*" means any individual, corporation, partnership, joint venture, limited liability company or partnership, unincorporated association, association, trust, joint stock company, unincorporated organization, government or government agency or other legal entity capable of carrying on a trade or business.

"*Resolution*" means this Resolution authorizing the issuance and sale of the Note, as it may from time to time be amended or supplemented pursuant to its terms.

"*State*" means the State of Tennessee.

"*Vice Mayor*" means the duly appointed Vice Mayor of the City.

SECTION 1.02 Rules of Construction.

(a) For all purposes of this Resolution, unless the context requires otherwise, all references to designated articles, sections and other subdivisions are to the articles, sections and other subdivisions of this Resolution.

(b) Except where the context otherwise requires, terms defined in this Resolution to impart the singular number shall be considered to include the plural number and vice versa.

SECTION 1.03 Interpretations. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

SECTION 1.04 Authority for this Resolution. This Resolution is adopted pursuant to the Act.

ARTICLE II
AUTHORIZATION OF ISSUANCE OF THE NOTE; CERTAIN DETAILS OF THE NOTE

SECTION 2.01 Authorization of Note. There is hereby authorized to be issued the Note in an aggregate principal amount of not to exceed Eleven Million Five Hundred Thousand

Dollars ($11,500,000). The Board finds that the terms of the issuance and sale of the Loan and the Note is consistent with the City's Debt Management Policy.

SECTION 2.02 **Use of Proceeds**. The proceeds of the Note shall be used only for the purpose of providing a portion of the financing for the cost of all or any of the public purposes for which the Note has been authorized pursuant to this Resolution, including for the purpose of (a) financing the cost of the Projects, (b) reimbursement to the City for funds previously expended for any of the Projects; (c) paying capitalized interest during the period of construction; and (d) paying the costs related to the issuance and sale of the Loan and the Note.

SECTION 2.03 **Terms Applicable to the Note**.

(a) Subject to the conditions and limitations contained herein, the Note (i) shall be designated as a "General Obligation Capital Outlay Note, Series 2022" (ii) shall be dated as of the date of its issuance, (iii) shall be subject to prepayment prior to maturity as described in the Loan Agreement, (iv) shall bear interest from its dated date at the same variable rate as the Loan evidenced by the Note as described in the Loan Agreement; provided that the Note shall bear interest at an increased rate in the event of a default by the City under the Loan Agreement or in the event that interest on the Note is not excludable from income for federal tax purposes all as provided in the Loan Agreement; provided further that such rate at no time shall exceed the Maximum Rate, (v) shall be issued in fully registered form without coupons, (vii) shall be issued in minimum denominations of $1,000,000 and in integral multiples of $250,000 in excess of such amount, and (viii) shall be numbered in such manner as the City shall determine.

(b) Both principal of and interest on the Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

(c) Subject to the terms and conditions of this Resolution and the Loan Agreement, the City shall issue and sell to the Lender, and the Lender shall purchase from the City on the date of issuance and initial Advance as designated by the Mayor, the Note. The Lender shall pay the purchase price of the Note by making Advances to the City from time to time, at the request of the City pursuant to a Request for Advance, in an aggregate principal amount not to exceed $11,500,000. The Lender's obligation to make Advances to the City shall be governed by the terms of the Loan Agreement and this Resolution

(d) Subject to the approval of the Director of Local Government Finance, the Note shall mature not later than the date that is one (1) year following the date of issuance of the Note or such earlier date as required by the Loan Agreement.

SECTION 2.04 **Security and Sources of Payment**. The Note shall constitute and be a direct general obligation of the City for the payment of which as to both principal and interest the full faith and credit and unlimited taxing power of the City as to all property subject to ad valorem taxation within the City is irrevocably pledged. In accordance with the provisions of Section 9-21-603 of the T.C.A., it is hereby recited that adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of the Note as the same shall become due. The City hereby agrees that a tax sufficient to pay when due such principal and such interest shall be levied annually and assessed, collected and paid in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by law.

SECTION 2.05 **Loan Agreement**. The Mayor, the Vice Mayor and the City Recorder, individually or collectively, are hereby authorized to execute and deliver the Loan Agreement, which agreement shall be substantially in the form of the Loan Agreement attached hereto as Exhibit A, with such changes and additions to and omissions from such draft of such agreement as the officers executing such agreement shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval.

SECTION 2.06 **Form and Execution of Note**. The Note shall be executed by the manual or facsimile signatures of the Mayor, the Vice Mayor and the City Recorder, individually or collectively, and the seal of the Board shall be affixed thereto or reproduced thereon and attested by the City Recorder, either manually or by facsimile signature. In the event any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer before the Note so signed and sealed has been actually sold and delivered, the Note may nevertheless be sold and delivered as provided herein and may be issued as if the Person who signed and sealed such Note has not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such Person as shall hold the proper office at the time of execution of the Note, although, as of the date of the Note, such Person may not have held such office or have been so authorized. The Note shall be substantially in the form of Note attached as Exhibit A to the form of Loan Agreement attached hereto as Exhibit A, with such changes and additions to and omissions from such draft of the Note as the officers executing the Note shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval.

ARTICLE III
COVENANTS

SECTION 3.01 **Punctual Payment**. The City will punctually pay or cause to be paid the principal of and interest on the Note in conformity with this Resolution and the Loan Agreement. In addition, the City will punctually pay or cause to be paid all fees and other amounts due to the Lender under the Loan Agreement at the times and in the amounts described in the Loan Agreement from any lawfully available funds of the City.

SECTION 3.02 **Compliance With Loan Agreement and Other Documents**. The City will comply with the terms and provisions of this Resolution, the Loan Agreement and any other resolution or contract to which the City is a party, the non-compliance with which would materially adversely affect the ability of the City to make payment of the principal of and interest on the Note as and when the same becomes due and payable.

SECTION 3.03 **Note to Remain Tax-Exempt**. The City covenants that it will execute and deliver a federal tax certificate in the form prescribed by Bond Counsel in connection with the issuance of the Note. The City represents and covenants that it will not expend, or permit to be expended, the proceeds of the Note in any manner inconsistent with its reasonable expectations as certified in the federal tax certificate to be executed with respect to the Note; provided however, that the City may expend the proceeds of the Note in such manner if the City first obtains an unqualified opinion of Bond Counsel that such expenditure will not impair the exclusion of interest on the Note from gross income for federal income tax purposes.

The City further covenants that no use of the proceeds of the Note or any other funds of the City will be made which will cause any Note to be an "arbitrage bond" subject to federal income taxation by reason of Section 148 of the Code. To that end, the City shall comply with all requirements of Section 148 of the Code and of all regulations issued thereunder or otherwise applicable thereto.

The City covenants that it will not use any proceeds of the Note or any other funds held under this Resolution for any purpose which would cause the Note to be subject to treatment as a "private activity bond" defined in Section 141 of the Code.

To the extent that the City has not already declared its official intent to reimburse itself for certain expenditures made by it in connection with the Projects from proceeds of the Note, this Resolution constitutes such a declaration of official intent under Section 1.150-2 of the regulations promulgated under the Code.

SECTION 3.04 Reservation of Right to Issue Other Obligations. The City hereby expressly reserves the right hereafter to issue bonds, notes or other evidences of indebtedness in addition to the Note, constituting a general obligation of the City on a parity therewith, and additionally secured as may be required by the Act or other provisions of law or as determined by the City, when and as the City shall determine and authorize.

ARTICLE IV
AMENDMENTS AND SUPPLEMENTS

SECTION 4.01 Without Consent of Lender. The City, from time to time and at any time, (1) without the consent or concurrence of the Lender, may adopt a resolution for the purpose of providing for the issuance of any bonds, notes or other evidences of indebtedness as permitted by Section 3.04 hereof, and (2) without the consent or concurrence of the Lender, may adopt a resolution amendatory hereof or supplemental hereto, if the provisions of such resolution shall not materially adversely affect the rights of Lender, for any one or more of the following purposes:

(a) to make any changes or corrections in this Resolution as to which the City shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) to add additional covenants and agreements of the City for the purpose of further securing the payment of the Note;

(c) to confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution;

(d) to grant to or confer upon the Lender any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; and

(e) to provide for the issuance, transfer, exchange, registration, discharge from registration and replacement of the Note.

SECTION 4.02 With Consent of Lender. The City, with the consent of the Lender, may adopt a resolution to modify any of the provisions of this Resolution in any other respect.

SECTION 4.03 Other Agreements. Nothing in this Resolution shall be deemed to restrict any amendment, modification or supplement to the Loan Agreement.

ARTICLE V
MISCELLANEOUS

SECTION 5.01 Resolution to Constitute a Contract; Equal Security. In consideration of the acceptance of the Note, the issuance of which is authorized hereunder, by the Lender, this Resolution shall be deemed to be and shall constitute a contract between the City and the Lender, and the pledge made by this Resolution by the City and the covenants and agreements set forth in this Resolution to be performed by the City shall be for the equal and proportionate benefit, security and protection of the Lender. The payment of the Note and performance by the City of its obligations hereunder may be enforced by mandamus or other appropriate proceeding.

SECTION 5.02 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions or portions thereof herein contained shall be held by a court of competent jurisdiction contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Note issued hereunder or of any of the payment provisions under the Note or general obligation of the City with respect to the Note.

SECTION 5.03 Payment and Performance on Business Days. Whenever under the terms of this Resolution or the Note, the performance date of any provision hereof or thereof, including the payment of the principal of and interest on the Note, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Note, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

SECTION 5.04 Limitation of Benefits with Respect to this Resolution. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Note is intended or should be construed to confer upon or give to any Person other than the City, the owners of the Note, or the Lender, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Lender, and their permitted successors and assigns, as herein and therein provided.

SECTION 5.05 **No Personal Recourse**. No recourse shall be had for any claim based on this Resolution or the Note against any member, officer or employee, past, present or future, of the City, the Board or of any successor body as such under any constitutional provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

SECTION 5.06 **Disclosure of Liability**. All covenants, stipulations, promises, agreements and obligations of the City contained in this Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any member, officer or employee of the City in their individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Note or for any claim based thereon or on this Resolution against any member, officer, or employee of the City, against any officer or employee of the State, or against any Person executing the Note.

SECTION 5.07 **Authorization of Application To The Director of Local Government Finance**. The Mayor, the Vice Mayor, the City Manager, the Finance Director or any of their agents, individually or collectively, are hereby authorized to make application to the Director of Local Government Finance seeking approval of the issuance and sale of the Note in accordance with the requirements of the Act.

SECTION 5.08 **Additional Actions**. The City Mayor, the Vice Mayor, the City Recorder, the City Manager, the Finance Director and the other officers and employees of the City are hereby authorized and directed, individually or collectively, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Note, and any draws thereon, and otherwise to effectuate the purposes of and carry out the obligations of the City under this Resolution and the Loan Agreement. The City Mayor, the Vice Mayor and the City Recorder are hereby authorized, individually or collectively, to provide for modifications or amendments to this Resolution to insure that the provisions of this Resolution conform to the terms and provisions of the Loan Agreement as executed by the City Mayor, the Vice Mayor and/or the City Recorder.

SECTION 5.09 **Repealer.** All resolutions in conflict or inconsistent herewith are hereby repealed insofar as any conflict or inconsistency exists.

SECTION 5.10 **Effective Date.** This resolution shall take effect upon adoption.

Adopted and approved this _____ day of March, 2022.

____

Mike Cunningham, Mayor

ATTEST:

____

City Recorder

EXHIBIT A

FORM OF LOAN AGREEMENT

[To be Attached]

LOAN AGREEMENT

DATED AS OF MARCH [__], 2022

BETWEEN

CITY OF LAKELAND, TENNESSEE

AND

PNC BANK, NATIONAL ASSOCIATION

RELATING TO
CITY OF LAKELAND, TENNESSEE
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2022

63384004.v1

TABLE OF CONTENTS

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of March [__], 2022 (this "*Agreement*"), is entered into between CITY OF LAKELAND, TENNESSEE, a municipal corporation lawfully organized and existing in Shelby County, Tennessee (the "*City*") and PNC BANK, NATIONAL ASSOCIATION, a national banking association, and its successors and permitted assigns (the "*Lender*").

RECITALS

WHEREAS, the City wishes to obtain a loan (the "*Loan*") from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth below, to provide the Loan to the City for the purpose of providing funds to finance the (a) acquisition, design, construction, furnishing, and equipping of public works projects in and for the City (collectively, the "*Projects*"); (b) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (c) reimbursement to the City for funds previously expended for any of the foregoing; (d) payment of capitalized interest during the period of construction; and (e) payment of the costs related to the issuance and sale of the Loan and the Note; and

WHEREAS, all obligations of the City to repay the Lender for extensions of credit made by the Lender under the Loan and to pay all other amounts payable to the Lender arising under or pursuant to this Agreement or the capital outlay note to be issued to the Lender hereunder are created under and will be evidenced by this Agreement and such capital outlay note will be a direct general obligation of the City secured by the full faith, credit and taxing powers of the City including unlimited ad valorem taxes of the City, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the City the Loan, the City and the Lender hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. *Definitions*. In addition to the terms defined in the recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"*Act*" means Title 9, Chapter 21, Tennessee Code Annotated, each as amended.

"*Advance*" means a draw on the Loan and the Note in accordance with Section 2.3 hereof.

"*Affiliate*" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"*Agreement*" means this Loan Agreement, as the same may be amended from time to time.

"*Approving Opinion*" means, with respect to any action or matter, an opinion delivered by Bond Counsel to the effect that such action (a) is permitted by this Agreement and the other Related Documents and (b) will not adversely affect the exclusion of interest on the Note from gross income of the Lender for purposes of federal income taxation.

"*Authorized Representative*" means the Mayor, the Vice Mayor, the City Manager, the Finance Director or any other authorized representative or authorized spokesperson conveying an official position of the City or such person at the time and from time to time authorized to act on behalf of the City by written certificate furnished to the Lender.

"*Bankruptcy Code*" means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

"*Base Rate*" means the higher of (a) the Prime Rate, and (b) the sum of the Overnight Bank Funding Rate plus [__] basis points ([___]%); provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. If and when the Base Rate as determined above changes, the rate of interest with respect to any amount to which the Base Rate applies will change automatically without notice to the Borrower, effective on the date of any such change.

"*Bloomberg*" means Bloomberg Index Services Limited (or a successor administrator).

"*Bond Counsel*" means Butler Snow LLP or such other counsel of recognized national standing in the field of law relating to municipal bonds and the exemption from federal income taxation of interest thereon, appointed by the City and reasonably acceptable to the Lender.

"*BSBY*" means the Bloomberg Short-Term Bank Yield Index rate administered by Bloomberg and published by Bloomberg or another commercially available source providing such quotations as may be designated by the Lender from time to time.

"*BSBY Reserve Percentage*" means, as of any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to BSBY funding.

"*Business Day*" means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania; provided that, when used in connection with an amount that bears interest at a rate based on BSBY or any direct or indirect calculation or determination of BSBY, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

"*City*" means the City of Lakeland, Tennessee, a municipal corporation lawfully organized and existing in Shelby County, Tennessee, and any permitted successor or assign thereof hereunder.

"*City Manager*" means the City's duly appointed and acting City Manager.

"*Code*" means the Internal Revenue Code of 1986, as amended, and, where appropriate, any statutory predecessor or any successor thereto.

"*Commitment*" means the agreement of the Lender pursuant to Section 2.1 hereof to make Advances under the terms hereof for the account of the City for the purpose of providing funds to pay for certain capital projects of the City or for any other purpose permitted under the Act.

"*Commitment Amount*" means, initially as of the Effective Date, $11,500,000, which such amount shall be adjusted from time to time as follows: (a) downward in an amount equal to any Advance made to the City hereunder; (b) downward in an amount equal to any reduction thereof effected pursuant to Section 2.8 or Section 9.2 hereof; and (c) downward to zero upon the expiration or termination of the Commitment Amount or the Commitment in accordance with the terms hereof.

"*Construction Fund*" means the fund established in Section 2.2 of this Agreement.

"*Daily BSBY Rate*" shall mean, for any day, the rate per annum determined by the Lender by dividing (the resulting quotient rounded upwards, at the Lender's discretion, to the nearest 1/100th of 1%) (a) the Published Rate, by (b) a number equal to 1.00 minus the BSBY Reserve Percentage; provided, however, if the Daily BSBY Rate determined as provided above would be less than the Floor, then such rate shall be deemed to be the Floor. The rate of interest will be adjusted automatically as of each Business Day based on changes in the Daily BSBY Rate without notice to the Borrower.

"*Default*" means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

"*Default Rate*" means the lesser of (a) the rate per annum equal to the greatest of (i) the sum of 3% plus the Prime Rate, (ii) the Overnight Bank Funding Rate plus 3.5% and (C) 7.0%.and (b) the Maximum Rate.

"*Determination of Taxability*" means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(b) on the date when the Lender or the City has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability has occurred, unless, within one hundred eighty (180) days after receipt by the City of such notification from the Lender, the City shall deliver to the Lender a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(c) on the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City (or a statutory notice of deficiency, or a document of substantially similar import), or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability has occurred; or

(d) on the date when the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender the interest on the Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (c) or (d) above unless the City has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further*, *however*, that upon demand from the Lender, the City shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the Determination of Taxability.

"*Dollar*" and "*$*" mean lawful money of the United States.

"*Effective Date*" means March [__], 2022, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Article III hereof.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

"*Event of Default*" with respect to this Agreement has the meaning set forth in Section 9.1 of this Agreement and, with respect to any other Related Document, has the meaning assigned therein.

"*Event of Taxability*" means (a) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

"*Finance Director*" means the City's duly appointed and acting Finance Director.

"*Fiscal Year*" means the twelve-month period commencing from July 1 through the following June 30, or such similar twelve-month period as the City may designate as its fiscal year.

"*Floor*" means a rate of interest per annum equal to 0 basis points (0%).

"*General Obligation Debt*" means any Indebtedness of the City to which its full faith, credit and taxing power are pledged.

"*Generally Accepted Accounting Principles*" or "*GAAP*" means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City.

"*Governmental Authority*" means any federal, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including any zoning authority, the Federal Deposit Insurance Corporation or the Federal Reserve Board, any central bank or any comparable authority), including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

"*Guarantee*" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "*primary obligor*") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any

Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"*Indebtedness*" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money (including, but not limited to, amounts drawn under a letter of credit, line of credit or other credit or liquidity facilities), (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all obligations of other Persons secured by a lien on, or security interest in, any asset of such Person whether or not such obligation is assumed by such Person, (f) all Guarantees by such Person of Indebtedness of other Persons (each such Guarantee to constitute Indebtedness in an amount equal to the amount of such other Person's Indebtedness guaranteed thereby) and (g) all obligations of such Person under any Swap Contract, in each case, whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

"*Lender*" means PNC Bank, National Association, a national banking association, and its successors and assigns.

"*Lender Party*" has the meaning set forth in Section 5.1 hereof.

"*Lender's Office*" means the Lender's address and, as appropriate, the account as set forth in Section 10.2 hereof, or such other address or account of which the Lender may from time to time notify the City.

"*Lien*" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"*Loan*" means the term loan under this Agreement.

"*Margin Stock*" has the meaning ascribed to such term in Regulation T, U and/or X promulgated by the FRB, as now and hereafter from time to time in effect.

"*Material Adverse Effect*" or "*Material Adverse Change*" means any event or occurrence (including, without limitation, a change in applicable law) that causes a material adverse change in or a material adverse effect on (a) the validity or enforceability of this Agreement, the Note or any of the other the Related Documents, (b) the validity or enforceability of the City's pledge of its full faith, credit and taxing powers to the payment of the Note, (c) the status of the City as a political subdivision created and validly existing under the laws of the State, (d) the exemption of interest on the Note from federal income tax or (e) the ability of the City to pay debt service on the Note, any Parity Debt or amounts due on any other Obligations hereunder.

"*Maturity Date*" means March [__], 202[3].

"*Maximum Rate*" means the maximum non-usurious interest rate payable by the City under applicable law.

"*Note*" has the meaning set forth in Section 2.1 hereof.

"*1933 Act*" means the Securities Act of 1933, as amended.

"*NYFRB*" shall mean the Federal Reserve Bank of New York.

"*Obligations*" means the Note, all fees, expenses and charges payable or reimbursable hereunder to the Lender (including, without limitation, any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the City to the Lender arising under or in relation to this Agreement or the other Related Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

"*Overnight Bank Funding Rate*" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Lender for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Lender at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the City.

"*Parity Debt*" means any Indebtedness of the City secured by and/or payable from the full faith and credit and/or taxing power of the City and/or payable on parity with the Note.

"*Participant*" means any entity to which the Lender has granted a participation in the obligations of the Lender hereunder and of the City hereunder and under the Note.

"*Patriot Act*" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended.

"*Person*" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"*Plan*" means an employee benefit plan maintained for employees of the City that is covered by ERISA.

"*Prime Rate*" means the rate publicly announced by the Lender from time to time as its prime rate. The Prime Rate is determined from time to time by the Lender as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Lender to any particular class or category of customers.

"*Projects*" has the meaning set forth in the recitals to this Agreement.

"*Published Rate*" means the one-month Bloomberg Short-Term Bank Yield Index rate administered by Bloomberg and published by Bloomberg or another commercially available source providing such quotations as may be designated by the Lender from time to time.

"*Related Documents*" means this Agreement, the Note, the Resolution, the Tax Certificate and any documents related thereto or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

"*Resolution*" means resolution of the Board of Commissioners of the City adopted on March [__], 2022, pledging the full faith, credit and taxing powers of the City to the payment of the Note, as may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof.

"*State*" means the State of Tennessee.

"*Swap Contract*" means (a) any and all rate swap transactions, total return swaps, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Tax Certificate*" means that certain Tax Certificate of the City relating to the Note and to be dated the Effective Date, as the same may be amended or supplemented from time to time.

"*Tax-Exempt Rate*" means a rate per annum equal to the sum of (a) 0.80 times the Daily BSBY Rate plus (b) fifty-five basis points (0.55%).

"*Taxable Date*" means the date on which interest on the Note is first includable in gross income of the holder thereof as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

"*Taxable Period*" has the meaning set forth in Section 5.2 hereof.

["*Taxable Rate*" means, with respect to a Taxable Period, a rate per annum equal to the sum of (a) the Daily BSBY Rate plus (b) seventy basis points (0.70%).]

"*Termination Date*" means the earliest of (a) the Maturity Date and (b) the date the Commitment terminates in accordance with Section 9.2 hereof.

"*United States*" means the United States of America.

"*U.S. Government Securities Business Day*" means any day except for (a) a Saturday or Sunday or (b) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.2. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 7.1(a) hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the City or the Lender may by notice to the other party hereto, require that the Lender and the City negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the City shall be the same as if such change had not been made. No delay by the City or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

Section 1.3. Interpretation. The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (a) the singular includes the plural, and the plural the singular; (b) words importing any gender include the other gender; (c) references to statutes are to be construed as including all statutory provisions consolidating and amending, and all regulations promulgated pursuant to, such statutes; (d) references to "writing" include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible font; (e) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (f) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (h) section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; (i) references to Persons include their respective permitted successors and assigns; and (j) in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding." All references to "funds" herein shall include all accounts and subaccounts therein unless the context clearly requires otherwise.

Section 1.4. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to central time (daylight or standard, as applicable).

Section 1.5. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the City of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the City to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the City nevertheless shall be fully bound by the provisions of this Agreement.Except as provided in subsection (c) of this Section 1.5, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

THE LOAN; PAYMENTS

Section 2.1. Credit Commitment. Subject to the terms and conditions hereof, the Lender, by its acceptance hereof, agrees to make the Loan to the City on a drawdown basis up to the amount of the Commitment Amount, subject to any reductions thereof pursuant to the terms hereof, before the Termination Date. The sum of the aggregate principal amount of Advances shall not exceed the Commitment Amount. The Loan may be repaid before the Termination

Date, subject to the terms and conditions hereof. Amounts drawn down and repaid shall not be available to be drawn again.

Section 2.2. Application. The City hereby applies to the Lender for, and authorizes and instructs the Lender to issue for its account, the Commitment in an amount equal to the Commitment Amount.

Section 2.3. Making of Loan; Use of Proceeds. (a) The Loan shall be evidenced by the Note and shall bear interest and be paid in accordance with the payment terms set forth in the Note and this Agreement. Subject to the terms and conditions of this Agreement, the Lender agrees to fund the Loan by making Advances from time to time on any Business Day, commencing on the Effective Date and ending on the Termination Date, in aggregate amounts not to exceed the Commitment Amount. Each Advance shall be made solely for the purpose of providing funds to pay for capital projects of the City or any other purpose permitted under the Act. The aggregate amount of all Advances made shall not exceed the Commitment Amount.

(b) The Loan shall be originated by the Lender on a drawdown basis, and the proceeds of the Loan shall be advanced by the Lender directly to the City in an initial installment on the Effective Date and in subsequent installments upon receipt of the City's notice to the Lender in the form of <u>Exhibit B</u> hereto with blanks appropriately completed (each, a "*Request for Advance*"). Each Request for Advance shall be signed by an Authorized Representative and shall specify: (1) the Business Day of the requested Advance; (2) the principal amount of the Advance to be made; (3) that the aggregate amount of the requested Advance shall be used solely for the payment of capital projects pursuant to the Act; and (4) after giving effect to such Advance, the aggregate principal amount of all Advances made hereunder will not exceed the Commitment Amount. Each Request for Advance shall be [METHOD OF DELIVERY OF ADVANCE]. Each Request for Advance must be received by the Lender not later than 10:00 a.m. central time on the requested date of borrowing.

Section 2.4. Loan Evidenced by the Note. The Loan shall be evidenced by a capital outlay note of the City to the Lender in substantially the form set forth in <u>Exhibit A</u> hereto (the "*Note*") to be issued on the Effective Date. The principal amount of the Note shall be deemed to be increased automatically by the amount of the Advance and without further acts on the part of the Lender or the City. The initial installment of the Loan shall be in the amount of $[_____]. The Lender will enter on its books and records, which entry when made will be presumed correct, the date and amount of each Advance, as well as the date and amount of each payment made by the City. Notwithstanding anything in this Agreement to the contrary, no additional amounts of the Loan may be drawn down and funded hereunder after the Maturity Date.

Section 2.5. Interest on Loan and the Note.

(a) Subject to Sections 5.2 and 5.3 hereof, the Loan and the Note shall bear interest at the Tax-Exempt Rate or the Taxable Rate, as applicable. Notwithstanding any other provision of this Agreement to the contrary, the interest rate on the Loan and the Note shall never exceed the Maximum Rate.

(b) The City shall pay accrued interest on the unpaid principal balance of the Loan and the Note in arrears on each [January 1, April 1, July 1 and October 1] during the term of the Loan and the Note, commencing [July 1, 2022]. Interest on the Loan and the Note will be calculated based on the actual number of days that principal is outstanding over a year of 360 days.

Section 2.6. Repayment of the Loan and the Note. The principal of the Loan and the Note shall be repaid in full on the Maturity Date.

Section 2.7. Prepayment of the Loan and the Note. The City may prepay the Loan and the Note, in whole or in part, without premium or penalty, on any date. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

Section 2.8. Costs, Expenses and Taxes. To the extent permitted by law, the City shall pay (i) all reasonable, out-of-pocket costs and expenses of the Lender, including the reasonable fees, charges and disbursements of counsel for the Lender and, in connection with the preparation and administration of the Related Documents and any amendments, modifications or waivers thereof (whether or not the transactions contemplated in this Agreement or any other Related Document shall be consummated), (ii) all out-of-pocket costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of outside counsel actually incurred) incurred by the Lender in connection with the enforcement or protection of its rights in connection with this Agreement, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Note, (iii) all taxes (other than income taxes) applicable to such transactions and (iv) all present and future recording and filing fees and taxes relating to the Note or the security for the Note.

Section 2.9. Payments. Except as otherwise expressly provided herein, all payments by the City hereunder shall be made to the Lender at the Lender's Office in U.S. Dollars and in immediately available funds not later than 2:00PM, central time, on the date specified herein. All payments received by the Lender after 2:00PM, central time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the City shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

ARTICLE III
CONDITIONS PRECEDENT

Section 3.1. Conditions Precedent to Effective Date. The obligations of the Lender to make the Commitment and Loan available hereunder shall be subject to the fulfillment of each of the following conditions precedent on or before the Effective Date in a manner satisfactory to the Lender:

(a) The Lender shall have received the following documents, each dated and in form and substance as is satisfactory to the Lender:

(i) a copy of the Resolution of the governing body of the City approving the execution and delivery of the Related Documents to which the City is a party, and the other matters contemplated hereby, certified by the City as being true and complete and in full force and effect on the Effective Date;

(ii) certified copies of all approvals, authorizations and consents of any Governmental Authority necessary for the City to enter into each of the Related Documents and the transactions contemplated herein and therein;

(iii) the audited annual financial statements of the City for the Fiscal Year ended June 30, 2021, and a copy of the most recent budget of the City (such requirement to be satisfied if such information is available on the City's website);

(iv) a certificate of the City dated the Effective Date and executed by the City certifying as to the authority, incumbency and specimen signatures of the Authorized Representatives authorized to sign this Agreement and the Note and any other documents to be delivered by it hereunder and who will be authorized to represent the City in connection with this Agreement, upon which the Lender may rely until it receives a new such certificate; and

(v) an executed original or certified copy, as applicable, of each of the Related Documents.

(b) The following statements shall be true and correct on the Effective Date, and the Lender shall have received a certificate signed by an Authorized Representative, dated the Effective Date, certifying that: (A) the representations and warranties of the City contained in each of the Related Documents and each certificate, letter, other writing or instrument delivered by the City to the Lender pursuant hereto or thereto are true and correct on and as of the Effective Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the City's execution and delivery of this Agreement, the Note or the acceptance of the Commitment by the City; (C) the audited annual financial statements of the City for the Fiscal Year ended June 30, 2021, including the balance sheet as of such date of said period, all examined and reported on by Watkins Uiberall, PLLC, as heretofore delivered to the Lender, correctly and fairly present the financial condition of the City as of said date and the results of the operations of the City for such period and have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since the release of the audited annual financial statements of the City for the Fiscal Year ended June 30, 2021, no material adverse change has occurred in the financial condition of the City prior to the Effective Date, and on or prior to the Effective Date no material transactions or obligations (not in the ordinary course of business) shall have been entered into by the City, other than as previously advised in writing to the Lender; (E) this Agreement constitutes an arm's-length commercial transaction between the City and the Lender; (F) the City has consulted with its own respective legal and financial advisors in connection with this Agreement; and (G) the Lender has not acted as a fiduciary in favor of the City with respect to the Note or this Agreement.

(c) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date from Bond Counsel as to (1) the due authorization, execution, delivery, validity and enforceability with respect to the City of this Agreement and the Note, (2) the exclusion of interest on the Note from gross income for federal income tax purposes and exemptions from state, county and municipal taxation and (3) such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(d) All necessary action on the part of the City shall have been taken as required for the pledge of the City's full faith, credit and taxing powers as described in Article IV hereof.

(e) All other legal matters pertaining to the execution and delivery of this Agreement, the Note and the other Related Documents shall be satisfactory to the Lender and its counsel.

(f) On or prior to the Effective Date, the Lender shall have received reimbursement of the Lender's reasonable fees and expenses incurred in connection with the transaction contemplated by this Agreement due on the Effective Date.

(g) The Lender shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Note and the other Related Documents as the Lender may reasonably request.

Section 3.2. Conditions Precedent to Each Advance. The obligation of the Lender to make an Advance on any date is subject to the conditions precedent that on the proposed Advance Date:

(a) The Lender shall have received a Request for Advance as provided in Section 2.3 hereof;

(b) All representations and warranties of the City as set forth in Article VI hereof and each other Related Document shall be true and correct as though made on the date of such Request for Advance and on the proposed Advance Date and no Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the proposed Advance Date;

(c) After giving effect to any Advance, the aggregate principal amount of all Advances made hereunder shall not exceed the Commitment Amount;

(d) No Material Adverse Change shall have occurred;

(e) The Commitment and the obligation of the Lender to make an Advance hereunder shall not have terminated pursuant to Section 9.2 hereof.

Unless the City shall have otherwise previously advised the Lender in writing, delivery to the Lender of a Request for Advance shall be deemed to constitute a representation and warranty by the City that on the date of such Request for Advance and on the Advance Date that each of the foregoing conditions has been satisfied and that all representations and warranties of the City as set forth in Article VI hereof and each other Related Document are true and correct as though made on the date of such Request for Advance and on the date of the proposed Advance and no

Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the date of the proposed Advance.

ARTICLE IV

GENERAL OBLIGATION PLEDGE

Section 4.1. General Obligation Pledge. (a) The Note constitutes a direct general obligation of the City for the payment of which as to both principal and interest the full faith and credit and unlimited taxing power of the City is irrevocably pledged pursuant to the Resolution. The Note shall evidence and secure the Loan. In accordance with the provisions of Tennessee Code Annotated, Section 9-21-603, adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of the Note as the same shall become due. The City shall ensure that a tax sufficient to pay when due such principal and such interest on the Note shall be levied annually and assessed, collected and paid in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by law. The Note is a capital outlay note issued pursuant to Section 9-21-601, *et seq*., Tennessee Code Annotated.

(b) Unless the payment of the principal of the Note otherwise shall be provided for by or on behalf of the City from proceeds of other available moneys, on or before the Maturity Date the City shall, to the extent and as permitted by law, provide for the issuance, sale and delivery of bonds or other obligations of the City (or otherwise obtain governmental financing) in an amount sufficient to provide for the payment of the outstanding principal of the Note on the Maturity Date.

ARTICLE V

LIABILITY, REIMBURSEMENT AND PAYMENT

Section 5.1. Reimbursement by the City. In addition to any and all rights of reimbursement, subrogation or any other rights pursuant hereto or under law or equity, to the extent permitted by law, the City shall reimburse the Lender and its directors, officers, employees, agents or advisors (each, a "*Lender Party*") against, and hold the Lender Parties harmless from, any and all costs, losses, liabilities, claims, damages and related expenses, including the fees, charges and disbursements of any counsel for any Lender Party ("*Claims and Expenses*"), which may be incurred by or asserted against any Lender Party arising out of, in connection with or as a result of the following (each, a "*Reimbursement Proceeding*"): (a) the execution or delivery of this Agreement, the Note and any other Related Document or other agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of any of the transactions contemplated hereby or thereby or (b) any actual or threatened claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City and regardless of whether any Lender Party is a party thereto; provided, such reimbursement shall not, as to any Lender Party, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Lender Party.

Section 5.2. Determination of Taxability. (a) In the event a Determination of Taxability occurs, the City hereby agrees to pay to the Lender on demand therefor an amount equal to the difference between (i) the amount of interest that would have been paid to the Lender on the Note during the period for which interest on the Note is included in the gross income of the Lender if the Note had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (ii) the amount of interest actually paid to the Lender during the Taxable Period;

(b) Subject to the provisions of clause (c) below, the Lender shall afford the City the opportunity, at the City's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Note to be included in the gross income of the Lender or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Note, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); and

(c) As a condition precedent to the exercise by the City of its right to contest set forth in clause (b) above, the City shall, on demand, immediately reimburse the Lender for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Lender in its sole discretion) that may be incurred by the Lender in connection with any such contest, and shall, on demand, immediately reimburse the Lender for any payments, including any taxes, interest, penalties or other charges payable by the Lender for failure to include such interest in its gross income.

Section 5.3. Default Rate. Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at the greater of the (a) Default Rate and (b) the interest rate that otherwise would be applicable to such Obligations but for the provisions of this paragraph, which shall be payable by the City to the Lender upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 5.4. Liability of the Lender. Neither the Lender, its Affiliates nor any of their respective officers, directors, employees or agents shall be liable or responsible for any of the following: (a) any of the acts, omissions, agreements, circumstances or conditions covered by the reimbursement provided in Section 5.1 hereof; or (b) any other act or omission of the Lender, other than an act or omission which is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Lender.

Section 5.5. Increased Costs; Yield Protection. On written demand, together with written evidence of the justification therefor, the City agrees to pay the Lender all direct costs incurred, any losses suffered or payments made by the Lender as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Lender, its holding company or any of their respective assets relative to the Note. "*Change in Law*" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Lender for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

Section 5.6. Obligations Unconditional. The City's obligation to repay the Note and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Note or any of the other Related Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents; (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Lender or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement, the City makes the following representations and warranties to the Lender:

Section 6.1. Organization, Powers, Etc.. The City is a corporation within the meaning of Chapter 1, Title 5, Tennessee Code Annotated, duly created and existing under the laws of the State and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (a) to conduct its business and own its Property, (b) to enter into, and perform its obligations under, this Agreement and the Related Documents to which it is a party, to borrow hereunder and to execute, deliver and perform its obligations under the Note and to repay the Obligations, (c) to adopt, and comply with, the Resolution, and (d) to carry out and consummate all other transactions contemplated by this Agreement and the other Related Documents to which the City is a party.

Section 6.2. Authorization, No Contravention. The execution, delivery and performance by the City of this Agreement, the Note and each other Related Document to which the City is a party are or were, as applicable, within the City's powers, have been duly authorized by all necessary action, require no action by or in respect of, or filing with, any Governmental

Authority. The execution, delivery and performance by the City of this Agreement, the Note and the other Related Documents to which it is a party did not, do not and will not violate (a) any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award as currently in effect to which the City is subject including, without limitation, the Act to which the City is subject; and (b) result in a breach of or constitute a default under the provisions of any resolution, indenture, loan or credit agreement or any other agreement, lease or instrument to which the City may be or is subject or by which it, or its Property, is bound; and the City is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such resolution, indenture, agreement, lease or instrument including, without limitation, the Act to which the City is subject.

Section 6.3. *Due Execution and Delivery; Binding Effect*. (a) This Agreement, the Note and the other Related Documents to which the City is a party have been duly executed and delivered to the Lender by an officer of the City who has been duly authorized to perform such acts; (b) this Agreement, the Note and each of the other Related Documents to which the City is a party constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by the City's bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally and (c) each of the Related Documents to which the City is a party is or will be on the Effective Date in full force and effect.

Section 6.4. *Financial Information*. All information supplied by the City to the Lender relating to the City is true and accurate in all material respects including, without limitation, the audited income statements and balance sheets of the City as of June 30, 2021, and the independent auditors' report dated October 12, 2021, of Watkins Uiberall, PLLC, copies of which have been delivered to the Lender are in all respects complete and correct and fairly present the financial condition of the City as at such dates for the periods covered by such statements, all in conformity with GAAP. Except as disclosed in writing by the City to the Lender prior to the Effective Date, there has been no material adverse change in the condition (financial or otherwise) of the business or operations of the City since June 30, 2021.

Section 6.5. *Litigation*. Except as has been disclosed in writing to the Lender, there is no action, inquiry or investigation, suit or proceeding pending against or, to the best knowledge of the City, at law or in equity, threatened against or affecting the City or relating to the Act, this Agreement, the Note, or any other Related Document to which the City is a party before any court or other Governmental Authority in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or results of operations of the City or which in any manner draws into question the validity or enforceability of the Act, this Agreement, the Note or any other Related Document to which the City is a party or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, the authority or ability of the City to perform its obligations under this Agreement, the Note or any other Related Document to which the City is a party or the exemption of interest on the Note from the gross income of the recipients thereof for Federal income tax purposes.

Section 6.6. *ERISA*. The City is not subject to ERISA and does not maintain and is not required to maintain a Plan. The City has no funding liability or obligation currently due and payable with respect to any employee benefit plan which could reasonably be expected to result in a Material Adverse Effect. The City and each employee benefit plan are in compliance in all material respects with the terms of any such plan and applicable law related thereto.

Section 6.7. *Disclosure*. All information heretofore furnished by the City to the Lender for purposes of or in connection with this Agreement and each transaction contemplated hereby (and the ability of the City to perform its obligations under this Agreement, the Note and each of the other Related Documents to which the City is a party) is, and all such information hereafter furnished by the City to the Lender will be, true, accurate and complete in all material respects or based on reasonable estimates on the date as of which such information is stated or certified and such information does not omit to state a material fact necessary to make such statements and information, in light of the circumstances under which they were made, not misleading in any material respect. Furthermore, the representations, warranties or other statements made by the City in or pursuant to this Agreement and each Related Document to which the City is a party and each other document or financial statement provided by the City to the Lender in connection with this Agreement or any other Related Document to which the City is a party are true and correct. The City has disclosed to the Lender in writing any and all facts which materially and adversely affect or may affect, the business, operations, prospects or condition, financial or otherwise, of the City, or the ability of the City to perform its obligations under this Agreement, the Note or any of the Related Documents to which the City is a party.

Section 6.8. *Status of Obligations*. The Note constitutes a direct general obligation of the City for the payment of which as to both principal and interest the full faith and credit and unlimited taxing power of the City is irrevocably pledged pursuant to the Resolution. The Note is a capital outlay note issued pursuant to Section 9-21-601, *et seq*., Tennessee Code Annotated.

Section 6.9. *Incorporated Representations*. The City makes each of the representations, warranties and covenants contained in the Related Documents to which it is a party to, and for the benefit of, the Lender as if the same were set forth at length herein together with all applicable definitions thereto. No amendment, modification, termination or replacement of any such representations, warranties, covenants and definitions contained in the Related Documents shall be effective to amend, modify, terminate or replace the representations, warranties, covenants and definitions incorporated herein by this reference, without the prior written consent of the Lender to which the City is a party. The representations and warranties of the City in all of the Related Documents are true and correct in all material respects.

Section 6.10. *No Proposed Legal Changes*. There is no amendment, or to the knowledge of the City, proposed amendment certified for placement on a statewide ballot to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any law of the State, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect (a) the security for the Note or the City's ability to make its payment obligation under this Agreement when due or any obligations under the Note or any other Related Documents to which it is a party, (b) the adoption of the Resolution, (c) the execution and delivery of this Agreement, the Note or any of the other Related Documents to which the City is a party, (d) the creation, organization or existence of the City or the titles to office of any officers thereof executing this Agreement, the Note or any of the other Related Documents to which the

City is a party, or (e) the power of the City to levy taxes on the assessable property within the City to pay the principal of and interest on the Note or any General Obligation Debt. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 6.11. No Violation of Usury Laws. The terms of the Note, this Agreement and the other Related Documents regarding the calculation and payment of interest on the Note, the Loan and fees and other amounts due hereunder and under the other Related Documents do not violate any applicable usury laws.

Section 6.12. Compliance. The City is in substantial compliance with all laws, ordinances, orders, rules and regulations applicable to it, except to the extent noncompliance could not reasonably be expected to result in a Material Adverse Effect on the City and compliance with the respective provisions of the foregoing will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the City is a party or by which it or any of its Property is bound.

Section 6.13. Default. The City is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness which such default could reasonably be expected to have a Material Adverse Effect. No bankruptcy, insolvency or other similar proceedings pertaining to the City or any agency or instrumentality of the City are pending or presently contemplated. The City is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Related Document or other resolution, agreement or instrument to which it is a party which could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

Section 6.14. Margin Stock. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System). The City is not engaged principally or as one of its principle activities in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X of the Board of Governors of the Federal Reserve System). The execution, delivery and performance of this Agreement and the use of the proceeds of the Loan do not and will not constitute a violation of said regulations.

Section 6.15. Tax Exempt Status. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person or entity, which action, if taken or omitted, would adversely affect the exclusion of interest on the Note from gross income for purposes of federal income taxation.

Section 6.16. Taxes. The City has filed all federal, state and other material tax returns and reports required to be filed, and has paid all federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against the City that would, if made, have a Material Adverse Effect on the City.

Section 6.17. Acceleration. There is no outstanding General Obligation Debt or Parity Debt of the City which is subject to becoming or being declared immediately due and payable or otherwise due and payable prior to the stated maturity thereof upon a default, event of default or similar event thereunder.

Section 6.18. Anti-Money Laundering/International Trade Law Compliance. The City represents, warrants and covenants to the Lender, as of the date hereof, the date of each Advance of proceeds under the Note, and at all times until the Commitment has been terminated and all amounts under the Note have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of the Note will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Jurisdiction or Sanctioned Person; (c) the funds used to repay the Note are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Collateral is or will become Embargoed Property. The City covenants and agrees that (y) it shall immediately notify the Lender in writing upon the occurrence of a Reportable Compliance Event; and (z) if, at any time, any Collateral becomes Embargoed Property, in addition to all other rights and remedies available to the Lender, upon request by the Lender, the City shall provide substitute Collateral acceptable to the Lender that is not Embargoed Property.

As used herein: "*Anti-Terrorism Laws*" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "*Collateral*" means any collateral securing any debt, liabilities or other obligations of any obligor to the Lender; "*Compliance Authority*" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "*Covered Entity*" means the City, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of the City acting in any capacity in connection with the Note; "*Embargoed Property*" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by the Lender of any applicable Anti-Terrorism Law if the Lender were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "*Reportable Compliance Event*" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause the Lender to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Facility to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Collateral becomes Embargoed Property; "*Sanctioned Jurisdiction*" means a country subject to a sanctions program maintained by any Compliance Authority; and "*Sanctioned Person*" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

Section 6.19. Environmental Matters. The operations of the City are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect.

ARTICLE VII

AFFIRMATIVE COVENANTS OF THE CITY

Section 7.1. Affirmative Covenants of the City. So long as the Commitment is outstanding and until all Obligations shall have been paid in full, the City hereby covenants and agrees, that:

(a) *Reporting Requirements*. The City shall furnish to the Lender:

(i) as soon as available and in any event within two hundred seventy (270) days after the end of each Fiscal Year, the financial statements of the City as of the end of such Fiscal Year, all prepared in accordance with GAAP and in reasonable detail, accompanied by an independent auditors' report thereon to the effect that the financial statements described herein have been prepared in accordance with GAAP and present fairly in accordance with GAAP the financial condition of the City as of the close of such Fiscal Year and the results of their operations for the Fiscal Year then ended and that an examination by such auditors in connection with such financial statements has been made in accordance with Governmental Auditing Standards;

(ii) promptly after knowledge thereof by the City, written notice of the occurrence of any Event of Default or Default, together with a statement of the City setting forth the details thereof and the action which the City is taking or proposes to take with respect thereto;

(iii) promptly after process has been served on the City, notice of any action, suit or proceeding before any court or Governmental Authority in which there is a reasonable probability of an adverse decision which could (A) materially adversely affect the business, financial position or results of operations of the City or the ability of the City to perform its obligations hereunder, the Note or under any other Related Document to which the City is a party or (B) draw into question the validity or enforceability of this Agreement, the Note or any other Related Document;

(iv) from time to time such additional information regarding the financial position, operations, business or prospects for the City as the Lender may reasonably request.

(b) *Notices*. In addition to the notices described in Section 7.1(a) hereof, the City will provide promptly to the Lender each of the following:

(i) notice of any event known to the City which could reasonably be expected to result in a Material Adverse Effect on the City; and

(ii) notice of any proposed amendment or supplement to the Resolution or any other Related Document and copies of all such amendments and supplements promptly following the execution thereof.

(c) *Inspection of Property, Books and Records*. The City shall keep adequate records and books of account, in which complete entries will be made, reflecting all financial transactions of the City; and at any reasonable time and from time to time upon reasonable notice thereof, permit the Lender or any agents or representatives thereof to examine and make copies of and abstracts from the records and books of account of, and to the extent permitted by applicable law, visit the properties of, the City and to discuss, at such reasonable time as the Lender may reasonable request, the affairs, finances and accounts of the City with the City's principal officers.

(d) *Waiver of Immunity*. To the fullest extent permitted by law, the City agrees not to assert the defense of sovereign immunity, if available, in any proceeding to enforce any of the obligations of the City under this Agreement, the Note or any other Related Document to which it is a party.

(e) *Compliance with Laws*. The City shall comply with all laws, ordinances, orders, rules and regulations that may be applicable to it if the failure to comply could have a material adverse effect on the City's ability to repay when due the principal or interest on the Note or any other Obligations under this Agreement or any other obligations under any of the other Related Documents to which the City is a party, or which could reasonably be expected to have a Material Adverse Effect.

(f) *Loan Proceeds*. The City has and shall use the proceeds of the Loan for the purposes set forth in this Agreement and in accordance with the Act. The City will not take or omit to take any action which action or omission will in any way cause the proceeds of the Loan advanced to it to be applied in a manner contrary to that provided in the Resolution or the Related Documents to which it is a party and this Agreement.

(g) *Disclosure to Participants*. The City shall permit the Lender to disclose any information received by the Lender in connection herewith including, without limitation, the financial information described in Section 7.1(a) hereof, to any Participant.

(h) *Incorporation of Covenants*. From and after the date hereof and so long as this Agreement is in effect, except to the extent compliance in any case or cases is waived in writing by the Lender, the City agrees that it will, for the benefit of the Lender, comply with, abide by, and be restricted by all the agreements, covenants, obligations and undertakings contained in the provisions of the Related Documents to which the City is a party, together with the related definitions, exhibits and ancillary provisions, all of which are incorporated herein by reference, *mutatis mutandis*, and made a part hereof to the same extent and with the same force and effect as if the same had been herein set forth in their entirety, and no amendment, modification or waiver to any of the foregoing shall in any manner constitute an amendment, modification or waiver of the provisions thereof as incorporated herein unless consented to in writing by the Lender.

(i) *Maintenance of Approvals, Filings, Etc*. The City shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Agreement and the other Related Documents to which the City is a party and to maintain the pledge of its full faith, credit and taxing powers (including unlimited ad valorem taxes) to the payment of the Note.

(j) *Margin Stock*. No portion of the proceeds of the Loan has or will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

(k) *Hedging Agreements*. The City will not enter into any Swap Contract relating to Indebtedness (i) wherein any termination payments thereunder are senior to or on parity with the priority of payment of the Note or (ii) which requires the City to post cash collateral to secure its obligations thereunder.

(l) *Compliance with Terms and Requirements*. The City covenants and agrees to comply with the terms and requirements applicable to the City in this Agreement and the other Related Documents to which it is a party. The City will neither take any action, nor cause any Person to take any action, under any Related Document which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement, the Note or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect.

(m) *Further Assurances*. The City shall execute, acknowledge where appropriate, and deliver, and cause to be executed, acknowledged where appropriate, and delivered, from time to time promptly at the request of the Lender, all such instruments and documents as in the reasonable judgment of the Lender are necessary or advisable to carry out the intent and purpose of this Agreement and the other Related Documents.

(n) [Reserved.]

(o) *Existence, Etc*. The City (i) shall maintain its existence pursuant to its authorizing legislation and the laws of the State and (ii) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its Property, assets or business, or combine, merge or consolidate with or into any other entity or change the use of facilities or assets.

(p) *General Obligations*.

(i) The Note constitutes a direct general obligation of the City for the payment of which as to both principal and interest the full faith and credit and unlimited taxing power of the City is irrevocably pledged pursuant to the Resolution. In accordance with the provisions of Tennessee Code Annotated, Section 9-21-603, the City shall ensure that adequate provision is made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of the Note as the same shall become due. The City hereby covenants that a tax sufficient to pay when due such principal and such interest on the Note shall be levied annually and assessed, collected and paid in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by law. The Note is a capital outlay note issued pursuant to Section 9-21-601, *et seq*., Tennessee Code Annotated. All Obligations, other than the Note, shall be payable from other legally available funds of the City.

(ii) Unless the payment of the principal of the Note otherwise shall be provided for by or on behalf of the City from proceeds of other available moneys, on or before the Maturity Date thereof the City shall, to the extent and as permitted by law, provide for the issuance, sale and delivery of bonds or other obligations of the City (or otherwise obtain governmental financing) in an amount sufficient to provide for the payment of the outstanding principal of the Note on the Maturity Date.

(q) *Taxes and Liabilities*. The City shall pay all its indebtedness and obligations promptly and in accordance with their terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income, or upon any of its Property, real, personal or mixed, or upon any part thereof, before the same shall become in default, which default could have a Material Adverse Effect, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

ARTICLE VIII

NEGATIVE COVENANTS OF THE CITY

Section 8.1. Negative Covenants of the City. So long as Commitment is outstanding and until all of the Obligations shall have been paid in full, the City hereby covenants and agrees that it will not:

(a) *Amendments to the Related Documents to which the City is a Party*. Agree to any amendment to, or waive any default under, any Related Document to which the City is a party or for which its consent is required without the prior written consent of the Lender. The City will not agree to any amendment to, or waive any default under, any Related Document to which the City is a party or for which its consent is required in a manner which could reasonably be expected to result in a Material Adverse Effect or have a material adverse effect upon the City's ability to perform its obligations under this Agreement, make its payment obligations under the Note or to repay Indebtedness which constitutes General Obligation Debt of the City or which adversely affects the security for the Note or the City's ability to repay when due the Obligations or the rights, interest, security or remedies of the Lender.

(b) *Maintenance of Tax-Exempt Status of the Note*. Take any action or omit to take any action or permit any Person to take any action or omit to take any action, that if taken or omitted, would adversely affect the excludability of interest on the Note from the gross income of the Lender for federal income tax purposes.

(c) *ERISA*. Be subject to ERISA. The City and each employee benefit plan to which it is subject shall remain in compliance in all material respects with the terms of any such plan and applicable law related thereto.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.1. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder:

(a) the City shall fail to pay the principal of or interest on the Note when and as due when due;

(b) the City shall fail to pay any Obligation (other than the obligation to pay any principal of or interest on the Note when and as due) and such failure shall continue for three (3) Business Days;

(c) any representation or warranty made by or on behalf of the City in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue or incomplete or misleading in any material respect when made or deemed to have been made or delivered;

(d) the City shall default in the due performance or observance of any of the covenants set forth in Section 7.1(d), (k), (n), or (o) hereof or Section 8.1 hereof;

(e) the City shall default in the due performance or observance of any other term, covenant or agreement contained in (or incorporated by reference in) this Agreement (other than those referred to in Sections 9.01(a), 9.01(b), 9.01(c) and 9.01(d) hereof) or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof. In the case of any such breach or default that cannot with the due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Lender, to be determined conclusively by the Lender, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established by the Lender;

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any municipal action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 9.1(g) or (h) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its Property, or a proceeding described in Section 9.1(f)(v) shall be instituted against the City and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(h) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Indebtedness of the City by the City or any Governmental Authority with appropriate jurisdiction or (ii) any Governmental Authority of competent jurisdiction shall declare a financial emergency or similar declaration with respect to the City and shall appoint or designate, with respect to the City, a neutral evaluator, an emergency manager or an entity such as an organization, a board, a commission, an authority, an agency or any other similar body to examine or manage the affairs and operations of the City;

(i) (i) any material provision of this Agreement or any other Related Document shall at any time for any reason cease to be valid and binding on the City as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable; or (ii) the validity or enforceability of any material provision of this Agreement or any Related Document shall be publicly contested by the City;

(j) dissolution or termination of the existence of the City;

(k) the City shall (i) default on the payment of the principal of or interest on any Parity Debt, beyond the period of grace, if any, provided in the instrument or agreement under which such Parity Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Parity Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Parity Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Parity Debt;

(l) the City shall (i) default on the payment of the principal of or interest on any Indebtedness (other than Parity Debt) aggregating in excess of $[3,000,000], beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness (other than Parity Debt) was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than Parity Debt) aggregating in excess of $[3,000,000], or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Indebtedness to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Indebtedness;

(m) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than $10,000,000 shall be entered or filed against the City or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(n) any “event of default” under any Related Document (as defined respectively therein) shall have occurred; or

Section 9.2. Rights and Remedies upon Default. Upon the occurrence of an Event of Default hereunder, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the City, reduce the Commitment Amount to zero ($-0-) and thereafter the Lender will have no further obligation to make Loans hereunder and/or terminate the Commitment;

(b) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however*, that the Lender shall have no obligation to effect such a cure;

(c) by mandamus or other suit, action or proceeding in any court of competent jurisdiction to enforce Lender's rights against the City, the Board of Commissioners of the City and any officer, agent, or employee of the City, including, but not limited to, the right to require the City, the Board of Commissioners of the City and any proper officer, agent or employee of the City to assess, levy and collect taxes, and to fix and collect fees, rents, tolls, or other charges adequate to carry out any agreement as to, or pledge of, such taxes, fees, rents, tolls, or other charges, and to require the City, the Board of Commissioners of the City and any officer, agent or employee of the City to carry out any other covenants and agreements and to perform its and their duties hereunder;

(d) by action or suit in equity, to enjoin any acts or things which may be unlawful or a violation of the rights of the Lender.

Section 9.3. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 9.4. Discontinuance of Proceedings. In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the City and the Lender shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

ARTICLE X

MISCELLANEOUS

Section 10.1. Amendments and Waivers. No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 10.2. Addresses for Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

The City: City of Lakeland, Tennessee
10001 Highway 70
Lakeland, Tennessee 38002
Attention: City Manager
Telephone: (901) 867-2717

The Lender: PNC Bank, National Association
101 S. Fifth Street
Louisville, Kentucky 40209
Attention: James Ritter, Vice President
Telephone: (502) 581-4993

Wire Instructions to be provided by the Lender.

Section 10.3. Survival of This Agreement. All covenants, agreements, representations and warranties made in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the Note, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any amount payable under this Agreement is outstanding and unpaid or the Note are outstanding. The agreement of the City to reimburse the Lender and each Lender Party under Section 5.1 hereof shall continue in full force and effect regardless of the consummation of the transactions contemplated hereby, the payment in full of all Obligations hereunder or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

Section 10.4. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 10.5. Governing Law; Waiver of Jury Trial; Jurisdiction and Venue.

(a) This agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

(b) TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE OF TENNESSEE AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE OF TENNESSEE. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE OF TENNESSEE AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT. REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OF TENNESSEE OR ELSEWHERE IN THE UNITED STATES, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(d) In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 10.6. Successors and Assigns; Participants.

(a) *Successors and Assigns Generally*. This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Lender and its permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender in its sole discretion. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing hereunder, the Lender may not assign its obligations to fund the Loan pursuant to the terms of this Agreement without the prior written consent of the City. Lender may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (b) of this Section.

(b) *Participations*. The Lender shall have the right to grant participations in all or a portion of the Lender's interest in the Note, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however*, that (A) no such participation by any such Participant shall in any way affect the obligations of the Lender hereunder and (B) the City shall be required to deal only with the Lender, with respect to any matters under this Agreement, the Note and the other Related Documents and no such Participant shall be entitled to enforce any provision hereunder against the City. Such Participants shall be entitled to the benefits of this Agreement to the same extent as if they were a direct party to this Agreement; provided, however, that no such Participant shall be entitled to receive payment hereunder of any amount greater than the amount that would have been payable had the Lender not granted a participation to such Participant.

Section 10.7. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 10.8. Counterparts; Electronic Signatures and Records. This Agreement, the Note and any other Related Document may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Notwithstanding any other provision herein, the City agrees that this Agreement, the Note, any other Related Document, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "*Communication*") may, at the Lender's option, be in the form of an electronic record. Any Communication may, at the Lender's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

Section 10.9. Patriot Act. The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Lender.

Section 10.10. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees, that: (a)(i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by this Agreement and the other Related Documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the City on other matters); (b)(i) the Lender is and has been acting solely as a principal in an arm's-length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other Person and (ii) the Lender has no obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that the Agreement and the other Related Documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the City under the Agreement and the other Related Documents; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The Agreement and the other Related Documents are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*., to the extent that such rules apply to the transactions contemplated hereunder.

[**Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[SEAL]

CITY OF LAKELAND, TENNESSEE

ATTEST:

By: ___________________________________
Mayor

____
City Recorder

PNC BANK, NATIONAL ASSOCIATION

By: _______________________________
James Ritter
Senior Vice President

EXHIBIT A

[FORM OF NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION REQUIREMENT OF THE SECURITIES ACT. IN ADDITION, THIS NOTE MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SECTION 10.6 OF THE HEREINAFTER DEFINED LOAN AGREEMENT.

UNITED STATES OF AMERICA

STATE OF TENNESSEE

CITY OF LAKELAND, TENNESSEE
GENERAL OBLIGATION CAPITAL OUTLAY NOTE
SERIES 2022

Number: R-1 Dated: March [__], 2022

Principal Amount: [_____] DOLLARS ($[_____])

Registered Owner: PNC Bank, National Association, and its successor or assigns

Initial Interest Rate: [_____]

KNOW ALL MEN BY THESE PRESENTS: That City of Lakeland, in the County of Shelby, Tennessee (the "City"), hereby acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner set forth above, or registered assigns, the Principal Amount set forth above, or so much of the Principal Amount stated above as shall be outstanding, payable as provided herein. For the prompt payment of this Note, both principal and interest, the full faith, credit and other resources of the City are hereby irrevocably pledged.

This Note evidences the loan (the "Loan") made by the Registered Owner to the City on the dated date set forth above pursuant to the Loan Agreement dated as of March [__], 2022, as amended, supplemented, modified or restated from time to time (the "Loan Agreement"), between the Registered Owner, as lender, and the City. The Loan is funded on a drawdown basis in an amount not exceeding the Principal Amount set forth above.

This Note shall bear interest from its dated date on the Principal Amount set forth above, or so much of the Principal Amount stated above as shall be outstanding, at the rate as provided in the Loan Agreement and the hereinafter-defined Resolution, and the principal of this Note shall be payable in the amounts and on the dates on which principal payments on the Loan are due and payable as provided in the Loan Agreement.

Notwithstanding anything in the Loan Agreement to the contrary, this Note shall mature on March [__], 202[3].

This Note is issued under the authority of and in full compliance with the Constitution and statutes of Tennessee, including Section 9-21-601, *et seq.*, and a resolution duly adopted by the Board of Commissioners of the City on March [__], 2022 (the *"Resolution"*), which authorize said Note. This Note is issued for the purpose of providing funds to finance the (a) acquisition, design, construction, furnishing, and equipping of public works projects in and for the City (collectively, the "*Projects*"); (b) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (c) reimbursement to the City for funds previously expended for any of the foregoing; (d) payment of capitalized interest during the period of construction; and (e) payment of the costs related to the issuance and sale of the Loan and the Note.

All sums becoming due on this Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Registered Owner of this Note in writing to the City, without the presentation or surrender of this Note or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after prepayment in full of this Note, the Registered Owner of this Note shall surrender this Note for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of this Note, the Registered Owner of this Note shall provide written evidence of the amount of principal advanced hereunder, the amount of principal paid hereon and the last date to which interest has been paid hereon.

This Note is subject to prepayment on the dates and in the amounts, in whole or in part, of the outstanding principal of the Loan evidenced and secured by this Note as provided in Section 2.7 of the Loan Agreement.

This Note is issued in fully registered form and is non-negotiable. It may be exchanged for a like aggregate principal amount of Note of authorized denominations, as set forth in the Resolution. This Note is transferable as permitted by Section 10.6 of the Loan Agreement by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the principal office of the Finance Director of the City upon surrender and cancellation of this Note. Upon such transfer, a new Note of an authorized denomination for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and by the laws of the State of Tennessee to exist, or to be done precedent to and in the issuance of this Note, do exist, and have been properly done, have happened and been performed in regular and due form and time as required by law; and that provision has been made to pay the principal hereof and interest hereon as same falls due.

This Note is a valid and binding obligation of City.

[SEAL]

CITY OF LAKELAND, TENNESSEE

ATTEST:

By: ___________________________________
Mayor

____
City Recorder

Assignment

For Value Received, the undersigned hereby sells, assigns and transfers unto

____

Please insert Social Security or
Taxpayer Identification Number of Transferee

____
/______________________________/

____

(Please print or typewrite name and address, including zip code, of Transferee)

____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

____

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________

Signature Guaranteed:

____
Notice: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

____
Notice: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

EXHIBIT B

[FORM OF REQUEST FOR ADVANCE]

REQUEST FOR ADVANCE

PNC Bank, National Association
[CONTACT INFORMATION]

RE: City of Lakeland, Tennessee Capital Outlay Note, Series 2022

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Loan Agreement, dated as of March [_], 2022 (together with any amendments or supplements thereto, the *"Agreement"*), between City of Lakeland, Tennessee (the *"City"*) and PNC Bank, National Association, (the *"Lender"*) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Lender make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance (the *"Proposed Advance"*):

1. The Business Day of the Proposed Advance is ___________, 20__ (the *"Advance Date"*).

2. The principal amount of the Proposed Advance is $_____________, which, taken together with all Advances that have previously been made under the Loan Agreement, is not greater than the Commitment Amount as of the Advance Date set forth in 1 above.

3. The aggregate amount of the Proposed Advance shall be used solely for the payment of capital projects of the City as permitted under the Act.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) the undersigned is an Authorized Representative;

(b) the representations and warranties of the City set forth in Article VI of the Agreement and in each other Related Document are and shall be true and correct in all material respects on the date hereof and on such Advance Date as though made on the date hereof and on the date of Advance Date;

(c) no Default or Event of Default has occurred as of the date hereof or shall have occurred and be continuing on such Advance Date; and

(d) no Material Adverse Change shall have occurred on or before such Advance Date.

The Proposed Advance shall be made by the Lender by transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[WIRE INSTRUCTIONS]

The City certifies and acknowledges that the above wiring instructions are accurate and that the Lender may rely on this information in making the requested wire transfer(s). The City will hold Lender harmless if it acts in accordance with the instructions above, and the Lender shall only be liable as provided by applicable law for any error or delay. In no event will the Lender be liable for any special consequential, punitive, indirect or exemplary damages.

Very truly yours,

CITY OF LAKELAND, TENNESSEE

By:________________________________
Name:___________________________
Title:____________________________

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Resolution** - authorizing the update of intrusion and fire monitoring systems at City Facilities. *Sponsored by Pat O'Mara*

Staff Contact: Patrick O'Mara, Parks & Recreation Director

STAFF RECOMMENDATION

Staff Recommends approving this resolution.

BUDGET IMPACT

The budget impact of this resolution is the capital expense of the new system. The monitoring fees of the systems are comparable to the service fee under the current provider.

DISCUSSION

As a member of the Sourcewell Purchasing Cooperative, the City of Lakeland is eligible to participate in the pre-negotiated pricing of the organization. Johnson Controls is a Sourcewell provider for intrusion and fire monitoring systems.

Newer technology exists for fire and intrusion monitoring systems than what the City of Lakeland currently uses.

Alarm systems with cellular connections are transitioning to 5G during the coming year, and older systems will become obsolete after that time. Given that timeline, it seems appropriate for the City of Lakeland to consider a new system.

This new system will include the updated communications module as well as updated motion and parimeter sensors, and control panels. The City Manager and/or his designee will be able to issue individual access codes to key staff which can be used across these City Facilities.

RESOLUTION R-25-2022

A RESOLUTION AUTHORIZING THE UPDATE OF INTRUSION AND FIRE MONITORING SYSTEMS AT CITY FACILITIES

WHEREAS, the City desires to ensure property and assets are secured at City properties; and,

WHEREAS, the City is a member of the Sourcewell purchasing cooperative; and,

WHEREAS, the City has identified Johnson Controls, Inc. as capable and willing to provide updated intrusion and fire systems and subsequent monitoring through Sourcewell contract 031517-TIS; and,

WHEREAS, the current systems at the Lakeland Senior Center, International Harvester Clubhouse, Lakeland City Hall, and Lakeland Public Works buildings will be replaced with the new systems for an amount not to exceed installation costs of Thirty-Five Thousand Dollars ($35,000).

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Board of Commissioners of the City of Lakeland that the City Manager is hereby authorized to enter into an agreement with Johnson Controls for the replacement and update of intrusion and fire systems and subsequent monitoring.

PASSED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 10th day of March, 2022.

____

Mike Cunningham, Mayor

ATTEST:

____

Debra Murrell, City Recorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Resolution** - approving task order #3 of the master services agreement with True North Geographic Technologies for Cityworks PLL implementation. *Sponsored by Josh Thompson*

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

Staff recommends approval of the resolution approving the task order in the amount of Forty-Two Thousand, Two Hundred Forty Dollars ($42,240).

BUDGET IMPACT

This task order will be funded using funds from the General Fund – Other Professional Services. This task order is a budgeted item in the approved Fiscal 2021-22 budget.

DISCUSSION

Cityworks essentially consists of two primary components: an Asset Management System (AMS) and a Permits, Licensing, and Land System (PLL). The PLL component primarily deals with the planning, development, and permitting processes. Cityworks defines workflows or processes as “Cases” and are created by converting physical workflows into a logical business process that can be leveraged within the Cityworks environment. This allows staff to follow that process, step-by-step, to track the progress of a case, collaborate with staff, and archive those cases for easy retrieval. The set of cases for Task Order 3 will be used to create development processes starting with the Final Plat application process.

City of Lakeland, TN – Master Services Agreement

Task Order #3 - Cityworks PLL Implementation

October 26, 2021

Overview

This task order includes creating an additional six (6) case workflows in Cityworks PLL to support permitting, licensing and land management for the City of Lakeland (Lakeland).

Cityworks PLL Implementation

A Cityworks PLL implementation consists of a series of onsite meetings which allow for collaborative documentation of a permitting process. Cityworks PLL defines each permit type as a Case. A Case consists of a series of tasks throughout a defined workflow that establish the rules for the permit process. Cases track transactional data required for community development and regulation processes and can be configured to provide more flexible business management. Automatic notifications can be used to alert users, departments, and divisions when their task in the workflow is ready to begin. A workflow diagram gives the user a visual representation of the project, as well as allowing the user to assign and update project tasks, organize workflows, flag a project for violations, stop work until fees are paid or inspections are completed, etc.

A typical iteration to document and build a Case workflow is as follows:

- Review and document permit process (onsite 1-3 days)
- Design Case workflows (onsite 1-3 days)
- Review and approve workflow diagram (1-5 days)
- Configure the workflow in the test environment (1 week)
- Test the workflow in the test environment (1 week)
- Deploy workflow to production environment (1 week)

A step-by-step procedure guide is created with each iteration and serves as a training manual. The procedure guide is typically four (4) pages per case type and requires one (1) to two (2) hours to teach/learn/review.

This Cityworks Server PLL implementation task order includes <u>six (6) Case Workflows</u>. Additional Case workflows can be designed and implemented with post-implementation support on additional Task Orders. This method provides Lakeland with the option to continue building additional workflows with internal resources while getting support from True North. This approach results in a lower implementation cost and a provides more sustainable solution.

Key Assumptions:

- Lakeland staff will be available for project meetings.
- Lakeland will designate an executive within the organization to be the project sponsor.
- Lakeland staff will review deliverables in agreed upon timeframes.
- Lakeland will provide data, forms, and relevant details for workflows that will be configured in Cityworks PLL.
- Lakeland will maintain adequate internet bandwidth to support working with the hosted environment.
- Lakeland will maintain all required software licenses.
- Lakeland staff will pursue appropriate Esri and Cityworks training (as needed) to supplement current knowledge.

Cityworks PLL Implementation Cost: <u>$42,240</u>

Agreement

The City of Lakeland approves ***Task Order #3 - Cityworks PLL Implementation*** dated October 26, 2021, for professional services in the amount of $42,240.

CLIENT

____

Client Name

____

Address 1

____

Address 2

____

City/State/Zip

____

Authorized Signature

____

Printed Name

_______/_______/_______

Date

True North Geographic Technologies LLC

____

True North Representative

_______/_______/_______

Date

ArcGIS Online Specialty

ArcGIS for Local Government Specialty

Release Ready Specialty

esri Partner Network Gold

Cityworks Partner Network

RESOLUTION R-26-2022
APPROVING TASK ORDER #3 OF THE MASTER SERVICES AGREEMENT WITH TRUE NORTH GEOGRAPHIC TECHNOLOGIES FOR CITYWORKS PLL IMPLEMENTATION

WHEREAS, the City of Lakeland desires additional permitting, planning, and development processes be developed in a digital environment; and,

WHEREAS, the service is available from True North Geographic Technologies; and,

WHEREAS, the purchase will be funded from the Fiscal Year 2021-22 Annual Budget from the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to approve Task Order #3 Cityworks PLL Implementation in the amount of Forty-Two Thousand, Two Hundred and Forty Dollars ($42,240).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 10th day of March 2022, the public welfare requiring it.

____
Mike Cunningham, *Mayor*

ATTEST:

____
Debra Murrell
City Recorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

MEETING CYCLE: Thursday, March 10, 2022

SUBJECT: Resolution R-27-2022 – Approving a Contract with Kimley Horn for Development of the Lakeland Comprehensive Plan. Sponsored by Donald Anthony

STAFF CONTACT: Donald Anthony, Planning Director

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners, by resolution, approve a contract with Kimley Horn for services related to the development of a new Comprehensive Plan for the City of Lakeland.

BUDGET IMPACT

The total cost for the Comprehensive Plan will be $154,000. Funding for this project will come from the City's General Fund. The FY22 budget previously included $150,000 to fund a portion of this project; staff anticipated including additional funds in the FY23 to cover remaining costs. The project has been delayed slightly and is now anticipated to get underway in Spring 2022. The FY22 budget is being adjusted to account for $50,000 of the total cost. The remaining $104,000 will be included in the FY23 budget. The designated line item for this project is 41700-255, Architectural/Engineering/Landscape Services.

DISCUSSION

Lakeland's current Comprehensive Plan was adopted in 2006 with revisions made in the years following. The Comprehensive Plan addresses land use, streetscape, transportation, parks and recreation, and natural resources. As Lakeland has grown, stakeholders have recognized the need to revisit the Comprehensive Plan and adopt long-term goals and policies that more closely align with the City's desire to grow in a responsible and coordinated manner.

The City issued a Request for Qualifications (RFQ) in 2021, seeking proposals from qualified firms. In response, three firms submitted proposals. An evaluation committee reviewed each proposal and selected Kimley Horn based on the firm's familiarity with Lakeland due to previous and ongoing work here. Kimley Horn is presently working with the City on updating both the parks and recreation master plan and the transportation plan. The evaluation committee was also pleased with Kimley Horn's selection of The Development Studio and Looney Ricks Kiss (LRK) as subconsultants, as both are reputable, locally-based design firms.

The comprehensive planning process will focus heavily on public participation. Stakeholder input will be obtained directly through public meetings, workshops, and interviews. A steering committee made up of stakeholders from various professional backgrounds and Lakeland neighborhoods will help guide the process. Kimley Horn will utilize digital resources—including online surveys and the City website—to gather additional input and disseminate information. The Comprehensive Plan will address: land use; economic development; housing and community development; utilities; transportation and mobility; and parks, open spaces, and natural assets. Outcomes will include an implementation strategy and comprehensive plan report. Kimley Horn anticipates completing the project and presenting a finalized Comprehensive Plan 15 months after initiation of the project.

City staff and representatives from Kimley Horn will be available at the Board of Commissioners meeting to further discuss the project and answer any questions the Board may have.

RESOLUTION R-27-2022

A RESOLUTION APPROVING A CONTRACT WITH KIMLEY HORN FOR DEVELOPMENT OF THE LAKELAND COMPREHENSIVE PLAN

WHEREAS, the City of Lakeland wishes to develop a new Comprehensive Plan that establishes goals and policies for the long-range management of growth and the City's natural and built resources; and

WHEREAS, the City issued a Request for Qualifications in 2021 seeking proposals for development of the Comprehensive Plan; and

WHEREAS, Kimley Horn was selected to provide professional services related to the development of the Comprehensive Plan; and

WHEREAS, funds for development of the Comprehensive Plan have been allocated in the Fiscal Year 2022 budget and are planned to be included in the Fiscal Year 2023 budget,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, that the City Manager is hereby authorized to execute a contract with Kimley Horn for development of a Comprehensive Plan for the City of Lakeland for an amount not to exceed One Hundred and Fifty Four Thousand Dollars ($154,000).

Passed and Adopted by the Board of Commissioners of Lakeland, Tennessee on this 10th day of March 2022, the public welfare requiring it.

____
Mike Cunningham, *Mayor*

ATTEST:

____
Debra Murrell, *City Recorder*

February 24, 2022

Shane Horn
City Manager
City of Lakeland, TN
Lakeland, TN 38002

Re: Lakeland Comprehensive Development Plan | Professional Services Agreement

Dear Mr. Horn:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Lakeland ("Client") for providing planning services to develop the Lakeland Comprehensive Development Plan.

Scope of Services

The Kimley-Horn team will provide the services specifically set forth below.

TASK 1 – PROJECT INITIATION

Task 1.1 – Project Work Plan (with Community Engagement Strategy) and Data Assembly

The Consultant will create a Project Work Plan that will consist of an overview of the planning process, engagement strategy, and milestone schedule. The work plan also will consist of a Community Engagement Strategy that describes the type and timing of engagement activities. The Consultant will submit a digital draft to the Client to obtain comments and will incorporate revisions from up to one (1) round of comments.

The Consultant will submit a data needs request that lists technical data (e.g., GIS data, , traffic, crash) and applicable documents (e.g., previous plans, local ordinances, approved developments). The Client will be responsible for assembling and transmitting the data to the Consultant using a Share File site provided by the Consultant. The Client will provide the Consultant with requested municipal managed GIS data as available. The Consultant will obtain other data such as demographics and community attributes.

Task 1.2 – Kickoff Meeting and Tour

The Consultant will facilitate a kickoff meeting with City staff to review the project work plan and discuss the community engagement strategy, previous planning efforts, data collection, and project goals and objectives. Following the meeting, attendees will participate in a driving tour of the City to view items addressed during the discussion. The Consultant will coordinate with the Client on the date, time, and venue for the meeting. The Client will be responsible for reserving space for the meeting and coordinating transportation for the driving tour (if necessary). The Consultant will facilitate the meeting.

While the preference will be to hold in-person meetings, if circumstances surrounding the COVID-19 Virus prevent the meeting and tour from being held in-person, the Consultant will coordinate with the City to organize a virtual event instead.

Task 1.3 – Project Branding

The Consultant will develop two alternative branding themes, which will consist of a project moniker, color scheme, and a set of design templates such as headers/footers, mapping title blocks, and fonts. The Client will select the preferred theme, which the Consultant will incorporate into materials generated by the project team. Design files will be provided to the client for future use.

Task 1.4 – Client Coordination and Progress Reporting

The Consultant will conduct bi-weekly coordination calls with a Core Technical Team. The Core Technical Team will consist of representatives from key departments such as Planning, Parks and Recreation, and Public Services.

It is assumed that the planning process will conclude by May 2023. Additional coordination beyond this schedule can be accommodated as additional services. When necessary, the Consultant will provide a web-based meeting platform for video conference calling. A brief summary of calls with an emphasis on action items will be emailed by the Consultant if necessary.

TASK 2 – COMMUNITY ENGAGEMENT

Task 2.1 – Advisory Committee Meetings

The Client will identify members for an Advisory Committee to guide the Comprehensive Plan process. The Consultant will create a descriptive invitation to the Advisory Committee that describes the purpose of the comprehensive plan, provides an overview of the process, and outlines the roles and responsibilities of the Advisory Committee. The Consultant will prepare materials for and facilitate up to four (4) meetings with the Advisory Committee. The Consultant will coordinate with the Client on the date and time for the meetings. The Client will coordinate schedules with Advisory Committee members, distribute materials in advance of the meetings (if necessary), and reserve meeting spaces. The Consultant will prepare materials, facilitate the meetings, and summarize outcomes. Preliminary objectives of the Advisory Committee meetings will be a part of the engagement strategy section of the Project Work Plan.

While the preference will be to hold in-person meetings, if circumstances surrounding the COVID-19 Virus prevent one or more of the meetings from being held in-person, Kimley-Horn will coordinate with the City to organize a virtual event instead.

Task 2.2 – Project Website

The Consultant will coordinate with the ArcGIS StoryMap platform being created in the Transportation Plan Update to serve as the digital project hub for the Comprehensive Plan. The hub will consist of up-to-date information, opportunities to provide feedback, and a schedule of events and key process points as applicable. Setup, management, and content curation will be performed by the Consultant exclusively for and throughout the duration of the Comprehensive Plan.

Task 2.3 – Elected and Appointed Official Meetings

The Consultant will participate in up to four (4) presentations to the Municipal Planning Commission and Board of Commissioners. Work sessions and Commission meetings are included in this number of presentations. The Consultant will coordinate with the Client on the audience and timing of these presentations; however, it is assumed that both the Planning Commission and Board of Commissioners will be engaged during the planning process. The Client will ensure the Comprehensive Plan appears on the agenda. The Consultant will prepare materials for the presentations. Additional presentations can be accommodated as additional services.

Task 2.4 – Stakeholder Engagement

The Consultant will work with the City and Advisory Committee to identify individuals and small groups that should participate in targeted stakeholder outreach, which should represent various interests within City government and external groups. The Consultant will meet with up to four (4) groups, one (1) meeting each. The format will be determined in consultation with the Client once the groups are identified. The Consultant will coordinate with the Client on the date and time for the meetings. The Client will reserve meeting space and send invitations to attendees. The Consultant will prepare materials, facilitate the meetings, and summarize outcomes.

While the preference will be to hold in-person meetings, if circumstances surrounding the COVID-19 Virus prevent the stakeholder sessions from being held in-person, Kimley-Horn will coordinate with the City to organize a virtual event instead.

Task 2.5 – Community Workshops

The Consultant will facilitate three (3) community meetings. The Consultant will coordinate with the Client on the format and timing of the meetings. The Client will be responsible for reserving meeting space and advertising the meeting using materials developed by the Consultant. The Consultant will facilitate the meetings. The Client will be responsible for providing incidentals, such as refreshments if desired. The Consultant will provide a brief summary of the meeting in electronic PDF format. It is assumed that one (1) meeting will be in conjunction with a scheduled Board of Commissioners meeting (see Task 2.3).

While the preference will be to hold in-person meetings, if circumstances surrounding the COVID-19 Virus prevent one or more meetings from being held in-person, the Consultant will coordinate with the Client to organize a virtual event instead.

Task 2.6 – Online Surveys

The Consultant will create up to two (2) online surveys to be distributed in accordance with the schedule outlined in the Project Work Plan. The Consultant will create an abstract that describes the purpose and intent of the survey, initial survey content, and development timeframe. Once the abstract is confirmed by the Client, the Consultant will launch the survey for community input. The Consultant will provide a brief summary of the survey in electronic PDF format.

TASK 3 – BASELINE CONDITIONS AND FUTURE PROJECTIONS

Task 3.1 – Existing Plans Review

The Consultant will review up to ten (10) existing plans and policies influencing growth, land use, transportation, environment, parks and recreation, and the provision of community services and facilities in Lakeland. The plans and policies will be selected in consultation with the Client no later than the first Advisory Committee meeting. Vision statements and goals from these plans will be documented to better understand how these plans relate to and inform the development of the Comprehensive Plan. Existing policies and strategies will be compiled for review by the Client.

Task 3.2 – Demographic and Market Trends

The Consultant will review demographic indicators for population (e.g., growth, minority status), housing and development (e.g., age of structure, sales, building permits, vulnerability), economy (e.g., employment status, income, and poverty status), and education (e.g., education attainment, school enrollment). Growth projections will be provided, and regional and national trends will be noted and incorporated into the Plan. The Consultant will report market trends by analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. Market trends will be presented as strengths, weaknesses, opportunities, and threats (SWOT).

In cases where additional detail is required beyond data prepared for previous plans, the Consultant will incorporate newly collected information into a comprehensive view of demographic and economic trends. Demographic and market trends will be presented in the Community Characteristics Report using maps and graphics.

Task 3.3 – Land Use Screening and Suitability Analysis

The Consultant will determine development status by categorizing each parcel in the City based on tax value (land and improvement value), size, and existing land use to identify areas susceptible to change. The development status analysis will be based on the most recent available tax parcel data. The Consultant will use up to six categories for development status; these categories consist of developed, undeveloped, underdeveloped large parcel, underdeveloped small parcel, conserved open space, and right-of-way. The Consultant will account for approved developments by overlaying information provided by the Client on the map. Similarly, the Consultant will overlay the development status with existing water and sewer infrastructure. The development status will identify locations in the City theoretically able to receive new growth. Areas with high concentrations of parcels designated as undeveloped or underdeveloped will be considered as potential areas of change. Conversely, areas mostly designated as developed, conserved open space, or right-of-way likely will not be considered for future changes.

Next, the Consultant will conduct a screening to identify environmental constraints that will likely affect the area's development potential. Areas to be considered constrained could include parcels within the floodplain, part of an existing easement or managed area, or within the statutory riparian buffer. These areas will be considered while identifying future growth areas.

Task 3.4 – Natural and Built Environment

The Consultant will report natural and built environment characteristics with maps and exhibits. The Consultant will use ArcGIS to map and analyze the City's natural features (environmental areas, green infrastructure, bodies of water, wetlands and floodplains), parks (and associated facilities), places of worship, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. The city's existing Conservation Priority Index Map as well as the Mid-South Regional Greenprint will be utilized as comparison for previously identified priorities. Community facilities—schools; libraries; civic uses; and fire, police, and rescue—also will be documented. For utilities, the Consultant will build upon the review of current plans and use existing GIS utility system mapping as available to document existing infrastructure.

Task 3.5 – Transportation and Mobility

The Consultant will coordinate with the Transportation Plan Update team to incorporate recommendations for transportation and mobility improvements into the Comprehensive Plan.

Task 3.6 – Parks and Recreation

The Consultant will coordinate with the Parks and Recreation Comprehensive Plan team to incorporate recommendations for parks and recreation improvements into the Comprehensive Plan.

Task 3.7 – Community Characteristics Report

The Consultant will create a Community Characteristics Report that summarizes the information collected and synthesized in Task 3. An electronic copy of the draft report will be submitted to the Client for review. The Client will coordinate the review process with the Advisory Committee (if desired) and will provide one set of consolidated comments to the Consultant. The Consultant will revise the draft report one time based on the consolidated comments from the client and provide a digital copy of the final document.

TASK 4 – VISIONING AND ISSUES IDENTIFICATION

Task 4.1 – Issues and Opportunities Analysis

The Consultant will identify issues and opportunities for growth and development in Lakeland and will present the results as a profile of key trends and influences with special consideration given to the topics of interest identified in consultation with the Advisory Committee (e.g., economic development, housing, cultural and historic resources, parks and open space, mobility).

Task 4.2 – Vision and Guiding Statements

The Consultant will work with the Advisory Committee to establish a vision statement supported by goals and objectives based on the understanding of existing conditions and the synthesis of initial community engagement activities. The vision statement will be aspirational and intentionally broad and non-limiting. Short- and long-term goals and objectives (or policy statements) will reinforce the vision and reflect challenges facing Lakeland as well as opportunities and assets that can be leveraged.

TASK 5 – FUTURE GROWTH STRATEGY

Task 5.1 – Land Use Analysis

The Consultant will work with the City to identify ways to analyze land use trends to determine how land use decisions could affect other aspects of the community (e.g., housing, transportation, economic development, and cost to serve). The intent will be to create a process that helps communicate the best options for attracting and managing new development in ways that strengthen the physical character of the City.

Task 5.2 – Alternatives and Qualitative Evaluation

The Consultant will work with staff and stakeholders to create two (2) growth alternatives for Lakeland. The qualitative evaluation process will be based on community values as expressed in the vision and guiding statements. A list of conceptual growth ideas and a supporting map will be created.

Task 5.3 – Preferred Growth Strategy

This task will include the development and selection of a preferred growth strategy expressing where and how the community wants to grow. The preferred growth strategy will be communicated through a growth strategy report with narrative, charts, graphs, and exhibits.

TASK 6 – PLAN DEVELOPMENT

Task 6.1 – Supportive Framework Elements

The Consultant will develop supportive framework elements for the following topics. The format of each framework element will consist of a statement of intent (topical goal), objectives, actions (policies, projects, and programs), and supporting map(s).

- Future Land Use Map - The Consultant will create a new Land Use Map to communicate a well-organized and market-supportive allocation of land uses in Lakeland. The Consultant will begin by vetting the land use classifications from the 2006 Comprehensive Land Use Plan Update. The Consultant will work with the Core Technical Team and Advisory Committee to update and supplement the classifications as necessary before creating a new Future Land Use Map. The Future Land Use Map will be supplemented with a statement of intent (topical goal), objectives, and actions (policies, projects, and programs).
- Transportation and Mobility— The transportation and mobility framework will fold in findings and recommendations developed as part of the Transportation Plan Update project.
- Economic Development—The economic development framework element will revisit the market assessment (Task 3.2) with additional emphasis on the Future Land Use Map. Strategies that encourage and facilitate economic growth in alignment with the land use vision will be recommended.
- Natural Resources and Environmental—This framework element will describe how the

Comprehensive Plan protects and leverages natural resources, sensitive areas, and vulnerable places. A map-based representation of open space assets will be created as a point of reference and dialogue for the preservation of natural resources and to help show how these places support broader community initiatives.

- Public Health and Education—This framework element will lay the groundwork for orderly and fiscally sound growth in the coming decades as it relates to public health and education.
- Housing—The housing framework element will tie the housing characteristics identified in Task 3 to the Future Land Use Map. Consideration will be given to programs and policies that align housing diversity (type and price point) and supply to the needs of existing and future residents.
- Parks, Recreation, and Open Space—As part of this framework element, the Consultant will fold in findings and recommendations developed as part of the Comprehensive Parks and Recreation Plan project.
- Public Services and Utilities—As part of this framework element, the Consultant will review the City's existing infrastructure capacity through research and discussions with staff and determine the impacts of the Future Land Use Map on future capacity improvements to help determine priorities and potential funding for improvements during the next 20 to 25 years.

Task 6.2 – Implementation Strategy

The Consultant will identify strategies (plans, programs, policies, and projects) as part of the development of the supportive framework elements. The strategies will be organized around the plan's guiding statements and placed into a matrix that shows implementation tiers. The Consultant will work with the Client to define the tiers. The Consultant will develop an action plan that provides an additional layer of detail to the strategy board by showing likely cost, who is best positioned to lead, what partners need to be engaged, and potential funding sources (if applicable). The action plan will outline next steps and will be organized in a way that allows staff and decision-makers to track process and schedule future-year improvements.

TASK 7 – REPORTING AND ADOPTION

Task 7.1 – Comprehensive Plan Report

The Consultant will create a summary report to communicate the process and outcomes of the Comprehensive Plan. The Consultant will provide an outline that describes the major elements, sections, and maps to be included in the draft report. The report will be created in Adobe InDesign. The review process will be as follows:

- Draft Report #1 (Staff and Advisory Committee Review) – An electronic copy of the draft report will be submitted to the Client for review. The Client will coordinate the review process with the Advisory Committee (if desired) and will provide one set of consolidated comments to the Consultant. The Consultant will revise the report based on the comments provided.
- Draft Report #2 (Planning Commission) – The revised draft will be sent to the Client for review

by the Planning Commission. The Client will coordinate the review process with the Advisory Committee (if desired) and will provide one set of consolidated comments to the Consultant. The Consultant will revise the report based on the comments provided.

- Final Report (Adoption) – The Client will identify the date for the public hearing and local adoption. The Client will publish the Notice of Public Hearing in accordance with local public hearing requirements. The Comprehensive Plan will be presented to City Board of Commissioners for adoption as outlined in Task 2.3.

Task 7.2 – Communication Package

As a supplement to the adopted final report, the Consultant will create a communication package that includes an executive summary, presentation, information boards, or an ArcGIS StoryMap that can be used by staff to represent the process and outcomes of the Comprehensive Plan.

Task 7.3 – Technical Data and Digital Files

Following acceptance of the final reports, the Consultant will compile technical data (e.g., spreadsheets and GIS map packages and geodatabase) and digital files (e.g., report, images, graphics, and maps) for delivery via USB or ShareFile. InDesign files will be packaged for delivery to the client along with print-ready and web-ready PDFs of the final report.

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:

- **Code Diagnostic** - review the City’s Land Development Regulations, specifically the Zoning Ordinance as part of the City’s Comprehensive Plan update. The intent of this review is to assist the City to identify any inconsistencies within the documents and challenges for implementation. Kimley-Horn can provide a review for consistency based on the comprehensive plan draft policies and supporting guidance materials provided by the City. This review will provide guidance on items within the Zoning Ordinance, specifically consisting of a review of “best planning practices”. Following the development of the relevant Framework Plans, Kimley-Horn can provide an updated review on items of consistency between the Plan and the existing (adopted) Code. Kimley-Horn can provide comments and recommendations in a matrix format for use by the City. It is understood that this review will not include specific Code updates, amendments, or public hearings.

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.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a 15-month schedule, the details of which will be described in the Project Work Plan.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 through 7 for the total lump sum fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Initiation	$ 7,700.00
Task 2	Community Engagement	$ 35,600.00
Task 3	Baseline Conditions and Future Projections	$ 28,000.00
Task 4	Visioning and Issues Identification	$ 10,300.00
Task 5	Future Land Use Strategy	$ 33,400.00
Task 6	Plan Development	$ 24,800.00
Task 7	Reporting and Adoption	$ 14,200.00
Total Lump Sum Fee		$154,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. 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 ____

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.

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.

DocuSigned by:

SIGNED: ____________________________

BEC900D787444D4...

PRINTED NAME: Drake Danley

TITLE: Associate

CITY OF LAKELAND, TN

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, 11, 14, 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 ~~shall~~ 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 ~~or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.~~ If the Client objects to only a portion of the invoice, payment for all other portions remains due.
~~d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.~~
~~e.~~ 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 by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting~~

~~therefrom.~~ 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) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.

7) **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.

8) **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.

9) **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.

10) **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 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

11) **Mutual Waiver of Consequential Damages.** In no event shall ~~either party~~ client be liable to the ~~other~~ consultant for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **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.

13) **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.

14) **Dispute Resolution.** All claims 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. ~~Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.~~

15) 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.

16) 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.

17) **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.

18) **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.

19) **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. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. 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.

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: **Resolution** - approving an inter-jurisdictional agreement between the City of Memphis and the City of Lakeland and a bill of sale for sanitary sewer assets in Stonebridge subdivision. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners approve, by resolution, an Inter-Jurisdictional Agreement between the City of Memphis and the City of Lakeland and a Bill of Sale for Sanitary Sewer Assets in Stonebridge Subdivision.

BUDGET IMPACT

The City of Lakeland will be acquiring all sewer assets within the Stonebridge subdivision that are currently owned and maintained by the City of Memphis. The proposed purchase price of the assets is $526,730.48, which will be paid by Lakeland to Memphis in two installments. Initially, the sewer fee will be split 70/30 (70% Memphis / 30% Lakeland) as is the current arrangement in Fairway Meadows Subdivision. After the flow meter installation, Memphis will bill Lakeland the current volumetric rate based on the flow meter reading. Lakeland will collect 100% of the sewer fee, which will cover Lakeland's maintenance cost and Memphis' treatment cost. Once the City is disconnected from the Memphis system, the agreement will expire and Lakeland will own, maintain and treat the wastewater in Stonebridge.

DISCUSSION

At the time Stonebridge Subdivision was annexed by Lakeland, the City entered into an agreement with City of Memphis to own, maintain and treat the wastewater generated within this area. The agreement was for a 25-year term and expired in 2014. Near the expiration of the contract, Lakeland Staff contacted Memphis to amend the contract but were unsuccessful. As part of their consent degree, Memphis was required to create new Inter-Jurisdictional Agreements (IJA) containing approved language from EPA. The new agreement required municipalities to install storage tanks to release flow into the Fletcher Creek Interceptor during off-peak hours due to capacity issues in the system.

Rather than install storage tanks, The City of Lakeland chose to reroute the flow from Stonebridge to its Scotts Creek Wastewater plant. Lakeland has been working with Memphis over the last year to revise the IJA for a shorter term and fewer requirements since Lakeland will be disconnecting from the Memphis system. Also included in the IJA is the transfer of assets owned by Memphis located within the city limits of Lakeland. The purchase price of the assets is $526,730.48. The payment will be made in two installments, upon execution of the agreement and by June 30, 2023.

RESOLUTION R-5-2022

A RESOLUTION APPROVING AN INTER-JURISDICTIONAL AGREEMENT BETWEEN CITY OF MEMPHIS AND CITY OF LAKELAND AND A BILL OF SALE FOR SANITARY SEWER ASSETS IN STONEBRIDGE SUBDIVISION

WHEREAS, the agreement between the City of Lakeland and City of Memphis for conveyance and treatment of wastewater has expired; and,

WHEREAS, the City desires to disconnect from the Memphis wastewater system due to capacity issues in the Fletcher Creek Interceptor; and,

WHEREAS, the existing sewer assets in the Stonebridge subdivision are owned, maintained and treated by Memphis; and,

WHERAS, the proposed Inter-jurisdictional Agreement will provide conveyance and treatment of wastewater generated in Lakeland until 2025: and,

WHEREAS, all sewer assets currently owned by the City of Memphis within the City of Lakeland will be transferred to City of Lakeland through this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the Mayor and Board of Commissioners authorize the Mayor to execute an Inter-jurisdictional Agreement with City of Memphis for conveyance and treatment of wastewater and transfer of assets.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 10th day of March 2022, public welfare requiring it.

____
Mike Cunningham, *Mayor*

ATTEST:

____
Debra Murrell
City Recorder

INTER-JURISDICTIONAL AGREEMENT
BETWEEN THE CITY OF MEMPHIS AND CITY OF LAKELAND

THIS INTER-JURISDICTIONAL AGREEMENT ("Agreement") is made and entered into this _____ day of __________, 20____ between the City of Memphis, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Memphis" or the "City") and the City of Lakeland, located in Shelby County, Tennessee (hereinafter referred to as "Lakeland"). Memphis and Lakeland are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Memphis owns and operates a wastewater collection and transmission system ("WCTS") which collects and transports wastewater to its two publicly owned wastewater treatment plants ("WWTPs"), M.C. Stiles WWTP and T.E. Maxson WWTP.

WHEREAS, Lakeland currently utilizes Memphis' WCTS for the collection and conveyance of sewage wastewater and pollutants generated in the municipal limits of Lakeland for treatment at the Memphis WWTP.

WHEREAS, Lakeland owns and maintains, at its expense, certain sewer lines located within the municipal limits of Lakeland for the transfer of the sewage wastewater and pollutants generated within such area into the facilities owned and operated by Memphis for the treatment and disposal thereof.

WHEREAS, Memphis also owns and maintains, at its expense, certain sewer lines and related facilities located within the municipal limits of Lakeland, and used by Lakeland in furtherance of the sewer treatment and disposal services provided by Memphis.

WHEREAS, the sewer lines and related facilities owned and maintained by Lakeland and Memphis are more particularly described and depicted on Exhibit A attached hereto, along with a mapping of the areas within Lakeland that are served by each municipality.

WHEREAS, Lakeland intends to disconnect from the Memphis WCTS by December 31, 2025.

WHEREAS, Lakeland desires to take ownership of and maintain the sewer lines owned by Memphis as depicted on Exhibit B attached hereto and proposes that Memphis continue to provide such sewer treatment and disposal services within Lakeland's municipal limits.

WHEREAS, the Parties desire to set forth herein the terms and conditions which shall govern the collection, conveyance, treatment, and disposal of sewage generated within the municipal limits of Lakeland by Memphis for the duration of the Term as defined herein, and state the terms and conditions that shall govern the transfer of the sewer lines and related apparatus owned by Memphis to Lakeland.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein Memphis and Lakeland agree as follows:

I. Definitions

Terms used in this Agreement that are defined in the Clean Water Act ("CWA") or in regulations promulgated pursuant to the CWA shall have the meaning assigned to them in the CWA, 33 U.S.C. §§ 1251 *et seq*., and regulations promulgated under the CWA, unless otherwise provided in this Agreement. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

a. "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection, retention and transmission system, including all pipes, force mains, gravity sewer lines, lift stations, pumps, manholes, and appurtenances thereto, which are owned or operated by Memphis and service Memphis and which flow to the M.C. Stiles and T.E. Maxson WWTPs.

b. "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, or release of wastewater from Memphis's WCTS or WWTPs including: (a) unpermitted discharges; (b) overflows, spills or releases of wastewater that may not have reached waters of the United States or the State; and (c) building backups.

c. "Industrial users" shall include all non-domestic sources, including all commercial or light commercial establishments that have non-domestic discharges.

II. Sewer Service and Charges

2.01. Interconnection Authority

Lakeland is hereby authorized, subject to the terms and conditions of this Agreement, to discharge wastewater generated within the municipal limits of Lakeland into Memphis' WCTS for treatment and disposal during the Term hereof. Memphis hereby agrees to accept such wastewater, subject to the terms herein, and shall be responsible for the conveyance of such wastewater from Lakeland's sewer system to Memphis' WCTS and the appropriate treatment and disposal of such wastewater.

2.02. Rejection of Wastewater

Notwithstanding any provision to the contrary, Memphis reserves the right to reject any wastewater from Lakeland which does not meet its standards set forth in this Agreement, applicable provisions of the City of Memphis Sewer Use Ordinance, and subject to availability of sufficient capacity. Unless there shall be a threat of imminent danger to human health or the environment, Memphis shall notify Lakeland in writing at least two (2) years prior to rejecting any wastewater flow, or within such shorter time period as Memphis reasonably determines should apply based on the applicable circumstances and state the basis for such rejection. Lakeland may then attempt to obtain conveyance, treatment, and disposal from another source or provide necessary pretreatment to bring the rejected wastewater into compliance. This provision does not apply to discharge by a specific user which fails to meet discharge limits or is otherwise in noncompliance with City of Memphis pretreatment requirements.

2.03. Participation in Memphis WCTS and WWTP Improvements and Operational Reserves

In the event Lakeland fails to disconnect from Memphis' system in accordance with this Agreement and the Term is extended by the Parties, Lakeland agrees to participate, on a proportional basis, in any project determined necessary by Memphis to rehabilitate, enlarge, or upgrade that portion of Memphis' WCTS and WWTP used to convey and treat wastewater generated from Lakeland as allowed hereunder. Such participation may include the construction of new or replacement outfall sewers, pumps, lift stations, and other related facilities and shall consist of payment to Memphis for the cost of the improvements attributed to Lakeland based on the ratio of Lakeland's peak hourly flow to the capacity of the pipe utilized by Lakeland. By way of example and for purposes of this Agreement only, if a project costs $100,000 and Lakeland's peak hourly flow is 1MGD and the pipe used as the outfall for such flow can handle 2MGD, Lakeland would pay 50% of the $100,000.

2.04. New Construction and Infrastructure Replacement

In the event the Parties determine, and agree in writing, that it is necessary to construct new or replace the existing sewer infrastructure and other related facilities owned, maintained and operated by Lakeland which shall be used to transport sewage, wastewater, and pollutants in Lakeland's WCTS through Memphis' WCTS, all construction of such new or replacement sewer infrastructure shall be agreed upon by the Parties and at Lakeland's sole cost and expense. To the extent the Parties fail to agree as contemplated herein, Memphis hereby reserves the right to perform or caused to be performed such construction or replacement of sewer infrastructure and to recoup all resulting cost and expenses from Lakeland. The cost of any new or replacement sewer infrastructure shall be excluded in the Fair Market Value referred to in Section 3.01(b).

2.05. Sewer Service Charge

(a) In consideration of the service and benefits provided by Memphis to Lakeland pursuant to the terms of this Agreement, Lakeland agrees that Memphis shall be allowed to collect from Lakeland or Lakeland customers located within the sewer service area connected to the Memphis WCTS a sewer service charge ("Sewer Service Charge") throughout the term of this Agreement

(b) Prior to installation of the flow meters required in accordance with Section 4.04 included herein, the Sewer Service Charge shall be equal to seventy percent (70%) of Memphis' current volumetric rate. Following the installation of the flow meters, the Sewer Service Charge shall be equal to one-hundred percent (100%) of Memphis' current volumetric rate.

(i) The applicable rate to be applied for the calculation of the Sewer Service Charge shall be established by Memphis and shall be subject to adjustment upon one hundred and twenty (120) calendar days notice to Lakeland and as determined by Memphis within its sole discretion. An adjustment made by Memphis pursuant this Section 2.05 shall not create a reopener for the negotiation of any provision under this Agreement. Additionally, nothing herein shall preclude Lakeland from charging users of the Lakeland sewer system who are serviced by the Memphis WCTS sums in excess of the Memphis monthly volumetric sewer charge, as additional charges may be necessary to defray the expense to be incurred by Lakeland in maintaining and constructing its sewer system. Lakeland shall be responsible for determining the amount of such excess sums to be charged to users of its sewer system during the term of this Agreement.

(c) The Parties hereby acknowledge and recognize that Memphis, Light, Gas & Water ("MLG&W") shall be responsible for reading each entity or resident's water meter located within the municipal limits of Lakeland and billing the customer for sewer usage at the applicable volumetric rate established by Memphis. Prior to installation of flow meters by Lakeland, Memphis shall receive 100% of the sewer fees collected by MLG&W and remit monthly payment equivalent to 30% of such fees to Lakeland. Following installation of the flow meters, Lakeland shall receive 100% of the sewer fees collected by MLG&W and shall pay Memphis in accordance with subsection 2.07 below. Additionally, Lakeland shall have the obligation to notify MLG&W about the change of applicable billing codes from Memphis to Lakeland. Specifically, Lakeland shall notify Memphis regarding the effective date of installation of the flow meters which shall be used as the date upon which Lakeland shall begin to collect sewer fees directly from MLG&W.

(d) Lakeland shall be responsible for reading the flow meters installed by Lakeland in accordance with Section 4.04 and shall report to Memphis on a monthly basis the total volume recorded by such meters to enable Memphis to directly bill Lakeland monthly for the sewer services provided to residents of Lakeland in accordance with Section 2.05(a). Notwithstanding the foregoing, Lakeland agrees to provide Memphis access to its electronic records system used to maintain the flow data that reflects the total volume recorded by each flow meter installed by Lakeland.

2.06. Sewer Development Fees

(a) Lakeland will collect sewer development fees on behalf of Memphis for any new developments within the Lakeland area serviced by Memphis to recover Memphis' cost for transporting and treating wastewater from the areas. Such fees shall be solely established by Memphis and shall not be subject to modification by Lakeland. Lakeland shall provide Memphis relevant information regarding each development which shall include, but not be limited to, parcel identification numbers, maps, development information, and development fee calculation.

(b) Each new development shall be evaluated by Memphis to determine the need for a temporary on-site storage tank due to potential capacity limits.

2.07. Payments

Prior to the installation of the flow meters provided in Section 4.04, Memphis shall continue to receive the applicable Sewer Service Charge collected from each entity or resident based on the applicable monthly MLG&W bill. Following installation of the flow meters provided in Section 4.04, Lakeland shall pay the applicable Sewer Service Charge to Memphis within thirty (30) calendar days, but in any case no more than sixty (60) calendar days, from Lakeland’s receipt of an invoice and shall be remitted as follows:

City of Memphis, Division of Public Works
Environmental Administrator
125 North Main, Room 620
Memphis, TN 38103
Attn: Scott Morgan or Gary Vaden

Lakeland shall furnish with such payment relevant itemized monthly reports of all sewer service charges. All payments and collections tendered by Lakeland shall be subject to audit as provided for in Section 2.08 and annual true-up following reconciliation of such payments and collections by Memphis. Payments remitted after sixty (60) calendar days shall be subject to interest accruing daily at the maximum amount allowable by law.

2.08. Audit

Within one hundred twenty (120) calendar days after the close of each fiscal year of Lakeland, Memphis shall have the right, at its sole expense, to audit the books and records of Lakeland that are relevant to this Agreement, and if such audit discloses a cumulative misstatement of at least five percent (5%) in any accounting records or other reports upon which any amount due hereunder is based, then Lakeland shall pay to Memphis the cost of the audit and any payment adjustments between the Parties deemed necessary as a result of an audit shall be made promptly. Notwithstanding the foregoing, in the event of a dispute or questionable circumstances related to this Agreement, both parties reserve the right to audit the books of the other upon reasonable notice.

2.09. Easements

To the extent Memphis requires easements and/or rights of way for sewer lines or related apparatus on or across properties owned by Lakeland, Lakeland will grant any and all such necessary sewer easements and rights of way, without expense to Memphis, and will waive any claim for compensation or damages related to easement acquisition(s). Lakeland does not waive any claim for compensation or damages arising from any subsequent action or inaction by Memphis or its employees in any way related to the sewer easements.

2.10. Abandonment

Lakeland shall notify Memphis prior to plugging or physically disconnecting any sewer line or related apparatus owned and/or maintained by Lakeland from the Memphis WCTS. Any such disconnection or plugging by Lakeland shall be performed in accordance with Memphis' applicable design standard for sewer abandonment as such standard is reflected on Exhibit C attached hereto, unless otherwise agreed to by the parties in writing. Lakeland shall also provide a Notice of Completion which shall set forth the effective date of physical disconnection from the Memphis WCTS and be used by Memphis as the date upon which Lakeland shall no longer be subject to payment of volumetric charges and any other payments to Memphis. Notwithstanding the foregoing, Lakeland shall remain obligated for any outstanding payments due to Memphis as required pursuant to Section 7.03(B) herein.

2.11. Failure to Disconnect from Memphis WCTS

Memphis hereby acknowledges that Lakeland intends to disconnect from the Memphis WCTS by December 31, 2025 with regard to the sewer services contemplated herein. In the event Lakeland changes its plans and desires to maintain its connection to the Memphis WCTS beyond the period set forth in Section 6.01, Lakeland shall provide written notice at least twelve (12) months prior to December 31, 2025 and request approval from Memphis to maintain such connection. In the event Lakeland's request is approved, the parties shall execute an Amendment and Extension to this Agreement or enter into a new agreement, subject to any additional or modified terms determined necessary by Memphis. In addition to compliance with Section 2.03, Lakeland shall be obligated to comply with the applicable Master Plan adopted by Memphis with regard to its sanitary sewer system improvements.

III. Ownership and Maintenance of Sewer Lines and Easements

3.01. Transfer of Sewer Assets

(a) Conveyance. Memphis shall transfer, convey, assign and deliver all of its rights, title, and interest in the sewer lines located within Lakeland which are owned and maintained by Memphis (hereafter "Sewer Assets"), as such Sewer Assets are more particularly described and depicted on Exhibit D. Likewise, Memphis shall transfer the existing easements associated with such Sewer Assets as such easements are described on the Easement Transfer List attached hereto as Exhibit E. Lakeland shall maintain the Sewer Assets up to the point of the identified asset numbers reflected on such exhibits at its own expense. In addition to the foregoing, Lakeland agrees to provide and maintain, at its own expense, all components of Lakeland's sewer system.

(b) Consideration. As consideration for the conveyance of the Sewer Assets, the Parties agree that Lakeland shall pay Memphis the total sum of five hundred twenty-six thousand seven hundred thirty dollars and forty-eight cents ($526,730.48) which shall be hereinafter referred to as the Purchase Price in two annual payments. Upon execution of this Agreement, Lakeland shall pay Memphis one half the sum of the Purchase Price and the parties shall execute the Bill of Sale attached hereto for the transfer of those items or facilities listed on Exhibits D and E, conveying one hundred percent (100%) of Memphis' ownership interest in such respective items to Lakeland. The remaining half of the Purchase Price shall be paid by Lakeland during Fiscal Year 2023 on or before June 30, 2023. Notwithstanding the foregoing, Memphis shall have no liability whatsoever for the operation and maintenance of the Sewer Assets upon transfer via Bill of Sale to Lakeland. For avoidance of doubt, this disclaimer of liability shall survive in the event of Lakeland's failure to pay the full Purchase Price as contemplated herein.

(c) Warranty Disclaimer. Except as otherwise set forth in this Agreement, Lakeland acknowledges and agrees that Memphis is conveying the Sewer Assets to Lakeland in an "as-is, where-is" condition. Except as otherwise stated herein, neither Memphis nor anyone acting on behalf of Memphis has made any representation or warranty, express or implied, to Lakeland with respect to the Sewer Assets.

(d) Authority. Memphis warrants and represents that it is the lawful owner of the Sewer Assets and has the authority to dispose of the property in the manner aforesaid.

IV. Proper Management, Operation and Maintenance of Sewage Collection and Conveyance System

4.01. Proper Management, Operation and Maintenance

During the term of this Agreement, Lakeland shall properly manage, operate and maintain its own sewer collection and conveyance system so as to minimize peak flows into Memphis' WCTS by excluding, to the maximum reasonable extent, the intrusion of surface and ground water and other extraneous flows. This includes, taking actions to preclude, to the maximum reasonable extent, the discharge of storm water, roof or surface drainage into Lakeland's sewer system connected to the Memphis WCTS. Management, operation and maintenance of Lakeland's sewer collection and conveyance system shall be performed in accordance with standards recognized as appropriate by the United States Environmental Protection Agency ("EPA"), Tennessee Department of Environment and Conservation ("TDEC") and Memphis.

4.02. Flow Limits

Lakeland agrees to properly manage, operate, and maintain its sewage collection and conveyance system so as to minimize peak flows into Memphis' WCTS by excluding, to the maximum reasonable extent, the intrusion of surface and ground water and other extraneous flows or otherwise cause or contribute to a condition resulting in flows exceeding the pumping capacity of a City of Memphis pump station, and/or a violation of a Memphis National Pollutant Discharge Elimination System ("NPDES") permit.

4.03. Limitation on Excessive Flows

In an attempt to minimize excessive flows, the Parties agree that no new users shall be added to the Lakeland sewer system without Memphis' prior written approval during the term of this Agreement. Where Memphis reasonably determines that flows originating or transmitted through Lakeland's sewers to the Memphis WCTS are or can reasonably be expected to cause or contribute to (1) a sanitary sewer overflow in Memphis, (2) a condition resulting in flows exceeding the pumping capacity of a City of Memphis pump station, (3) a violation of a Memphis NPDES permit or (4) impact capacity solely reserved for Memphis, Memphis may impose flow limitations (i.e. peak flow limits and/or total flow limits) upon Lakeland and take any other action Memphis determines reasonably necessary to avoid or eliminate such situation. Lakeland agrees to be liable (including the payment of stipulated penalties in accordance with Section VII included herein) for any overflows from the Memphis WCTS occurring downstream of the Lakeland service area.

4.04. Flow Metering

(a). Lakeland shall implement and install at its sole expense, flow metering devices satisfactory to Memphis to assure reliable measurement of flows originating or transmitted through Lakeland sewers to the Memphis WCTS, within 365 calendar days of the effective date of this Agreement (or such other time as Memphis may agree to). Subject to Memphis' discretion, the flow meters shall be capable of reporting flow volume on a monthly basis using five (5) minute intervals for depth and velocity measurements to calculate such volume. Lakeland shall store and maintain the data for five (5) years and shall provide such data to Memphis upon request.

(b). At least once every six (6) months, the flow metering devices as provided for in section 4.04(a) above, shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by Lakeland and Memphis at the expense of Lakeland. Lakeland shall submit each calibration report to Memphis within thirty (30) calendar days upon completion. In the event a meter fails to accurately measure flow to reasonable engineering standards for three out of twelve consecutive months, Lakeland shall replace it promptly, at its own expense, upon written notice from Memphis. Lakeland agrees to make all flow metering data available to Memphis every thirty (30) calendar days during the term of this Agreement. Lakeland further agrees that the meters shall be available to Memphis for inspection at all reasonable times.

4.05. Control of Fats, Oils and Greases

For all Lakeland sewer assets, Lakeland agrees to take reasonable precautions to prevent discharge of fats, oils, and greases (FOG) in accordance with its approved FOG Control Program. The Parties acknowledge that Lakeland's FOG Control Program has been reviewed and approved by Memphis, and the objective of the Program is to identify and eliminate excessive FOG. Lakeland shall implement the FOG Control Program within thirty (30) calendar days of Memphis' approval and agrees to maintain such Program which shall be no less stringent than the FOG ordinance contained in Chapter 33 of the City of Memphis Code of Ordinances.

4.06. Compliance

Within thirty (30) calendar days of a request from Memphis, Lakeland shall provide Memphis with such information as Memphis may reasonably request identifying the actions taken by Lakeland to comply with the conditions of Part IV of this Agreement.

4.07. Approval of Operating Procedures

Within 180 calendar days of the effective date of this Agreement Lakeland shall develop and submit for Memphis' review and approval the operating procedures that will be undertaken during the term of this Agreement to implement the provisions as required by Section 4.01 above. To the extent Memphis and Lakeland cannot agree on appropriate operating procedures, Memphis may commence termination procedures under Section 6.03 as it deems appropriate.

V. Pretreatment

5.01. Pretreatment Compliance

Lakeland understands and acknowledges that Memphis is required to implement and enforce a pretreatment program to control discharges from industrial users to its WCTS pursuant to requirements set out in the Federal Clean Water Act, 42 U.S.C. § 1251 *et seq*., and the rules and regulations promulgated thereunder, including 40 C.F.R. Part 403, and Tennessee Code Annotated 68-3-101, all as now stated and as may hereafter be amended. Lakeland represents that no City of Memphis permitted industrial users are currently located within Lakeland's jurisdiction and/or discharge into Lakeland's sewer system that would be connected to the Memphis WCTS. Lakeland further understands and agrees that no permitted industrial users shall be allowed to operate and discharge to Lakeland's sewer system which transports waste to the Memphis WCTS unless prior notification is provided by Lakeland to Memphis, and a new or modified agreement is entered into addressing implementation and enforcement of the pretreatment program. Notwithstanding the foregoing, the Parties recognize that there are non-domestic users (i.e., commercial users) located in Lakeland that currently discharge to the Memphis WCTS.

5.02. Industrial Dischargers

Lakeland hereby agrees to adopt a sewer use ordinance that subjects the industrial users to necessary pretreatment controls. Memphis shall be designated as the agent of Lakeland for the purposes of implementation and enforcement of that section of Lakeland's sewer use ordinance pertaining to the pretreatment program for industrial dischargers and may take any action under Lakeland's sewer use ordinance that could have been taken by Lakeland, including the enforcement of the ordinance in courts of law. In accordance with the foregoing, it is further agreed as follows:

(a). Lakeland will, to the extent allowed by law, adopt a local sewer use ordinance within 180 calendar days of the date of this Agreement which is no less stringent and is as broad in scope as the pretreatment sewer use ordinance contained in Chapter 33 of the City of Memphis Code of Ordinances. Lakeland shall provide a draft of its proposed sewer use ordinance for review and approval by Memphis and TDEC that meets the requirements of this paragraph within 90 calendar days prior to the adoption of the ordinance.

(b). Lakeland will adopt pollutant specific local limits, which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Memphis within 180 calendar days of the date of this Agreement. If Memphis makes any revisions or additions to its local limits, Memphis will forward to Lakeland a copy of such revisions or additions within 90 calendar days of enactment thereof. Lakeland will adopt any such revisions or additions within 180 calendar days of receipt thereof. If Memphis adopts local limit(s) based upon mass of pollutant(s) (rather than concentration), Memphis reserves the right to allocate loadings. In addition, Lakeland's ordinance shall adopt or incorporate by reference general and specific prohibitions as set forth in 40 C.F.R. Part 403 and categorical pretreatment standards as set forth in 40 C.F.R. Chapter I, Subchapter N.

(c). Whenever Memphis revises its pretreatment sewer use ordinance, it will forward a copy of the revisions to Lakeland. To the extent allowed by law, Lakeland will adopt revisions to its sewer use ordinance that are at least as stringent and as broad in scope as those adopted by Memphis. Lakeland will forward to Memphis for review its proposed revisions within ninety (90) calendar days of receipt of Memphis' revisions. Lakeland will adopt its revisions within one hundred eighty (180) calendar days of receiving approval from Memphis of the content thereof.

(d). Unless otherwise agreed to by the parties, Memphis and/or its authorized contractors, on behalf of and as agent for Lakeland will perform technical and administrative duties necessary to implement and enforce pretreatment provisions in Lakeland's sewer use ordinance within Lakeland's jurisdiction associated with industrial user discharges through the Lakeland sewer system to the Memphis WCTS. This includes the right to, among other things, update the industrial waste survey;

issue permits to industrial users; conduct inspections, sampling and analysis; take appropriate enforcement action provided for by State law and/or in Lakeland's sewer use ordinance; and perform other technical or administrative duties the parties deem appropriate. In addition, Memphis may, as agent of Lakeland, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

(e). Lakeland will reimburse Memphis for all costs and expenses incurred in implementing and/or enforcing Lakeland's sewer use ordinance including reasonable attorney's fees. Memphis will provide Lakeland with a detailed accounting of all such costs.

(f). If the authority of Memphis to act as agent for Lakeland under this Agreement is questioned by any industrial user, court of law, or otherwise, Lakeland will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance against its industrial users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and/or amending this Agreement to clarify Memphis' authority.

(g). Memphis shall have the authority to require reports from any industrial user located in the area serviced by Memphis' WCTS. Such reports shall include information reasonably requested by Memphis and in accordance with applicable law.

(h). Lakeland shall identify and report to Memphis all dental facilities currently located within the area serviced by Memphis' WCTS and shall further identify any dental facilities located in such areas in the future during the term of this Agreement.

5.03. Industrial User Outside Town Limits

An industrial user located outside the jurisdictional boundaries of Lakeland may be allowed to discharge into Lakeland's sewer system or the sewer facilities located within Lakeland only by agreement of the Parties, and Lakeland and Memphis will also enter into an agreement, substantially equivalent to the relevant provisions of this Agreement, with the jurisdiction in which such industrial user is located, if other than Memphis.

5.04. Industrial User Surcharge

Industrial dischargers subject to surcharges for higher strength wastewater will pay surcharge fees directly to Memphis as required by Memphis.

VI. Term, Modification and Termination of Agreement

6.01. Term of Agreement

(a) This Agreement shall become effective on the date signed by both Parties ("Effective Date"), and shall remain in effect until December 31, 2025 (hereafter the "Term") unless terminated sooner by either party in accordance with Section 6.03 below. Notwithstanding the foregoing, the Parties agree this Agreement may be automatically extended for a period of up to one (1) year or less, upon three (3) months prior written notice to Memphis, in the event such additional time is needed by Lakeland to complete the construction of its facilities necessary to disconnect from Memphis. In the event Lakeland needs the additional period to finalize its disconnection from Memphis' sewer system, Lakeland shall not be required to participate in Memphis WCTS and WWTP Improvements and Operational Revenues as set forth in Section 2.03 herein or comply with the Master Plan as contemplated in Section 2.11.

(b) In the event Memphis exercises its right to terminate this agreement, it shall provide written notice to Lakeland two (2) years prior to the date upon which it shall stop accepting wastewater pursuant to this Agreement unless Memphis reasonably determines a shorter time period for notice is warranted based on the applicable circumstances. This provision shall not apply to individual users in Lakeland that are in noncompliance with effluent limitations, fail to meet federal or state pretreatment requirements or are otherwise in noncompliance with permit requirements.

6.02. Modification of Agreement

Each and every modification and amendment of this Agreement must be in writing by each of the Parties hereto, unless otherwise specified herein.

6.03. Termination of Agreement

A. Termination for Cause

(1) Notwithstanding Section 6.01 included herein, either party, at its option, may give three (3) months written notice to the other party of the intent to terminate this Agreement whenever one or more of the following conditions occur:

> a. Any order which would make the terms of this Agreement unfeasible is issued by a Court, the United States of America, United States Environmental Protection Agency, State of Tennessee or any other agency having regulatory jurisdiction over said municipalities; but as soon as either party becomes aware of the possibility of the entry of such an order, it shall give the other party notice and permit it to participate in any proceedings to the extent allowed by applicable law relative to the possible entry and/or appeal of such order.
>
> b. Unresolved violations of any terms of this Agreement or of applicable provisions of Chapter 33, City of Memphis, Code of Ordinances.
>
> c. Lakeland fails to manage, operate and maintain its sewer collection and conveyance system in accordance with accepted standards required by EPA, TDEC and Memphis.
>
> d. Lakeland gives notice that it will reroute its sewer flow that is the subject of this Agreement to other treatment facilities. If Lakeland withdraws any portion of the area served or reduces the flow of such sewage, the Agreement shall be modified accordingly.

(2) During the three (3) months' notice period, if the violation is one which can be cured by the payment of money in the opinion of Memphis and is cured then the notice shall be withdrawn. If the violation is one which cannot be cured simply by the payment of money, in the opinion of Memphis, then the party responsible for such violation shall have three (3) months to attempt to cure the violation and upon effectuating such cure, the notice shall be withdrawn. Unless the parties agree that Lakeland will be funding upgrades to the Memphis WCTS to handle increased flows, the following among others will not be considered a violation that can be cured simply by the payment of money: flows originating or transmitted through the Lakeland sewers to the Memphis WCTS that cause or contribute to a sanitary sewer overflow in Memphis, a condition resulting in flows exceeding the pump capacity of a Memphis pump station, and/or a violation of a Memphis NPDES permit. Where necessary and where the party responsible for the violation has proceeded diligently and in good faith to cure such violation, then the cure period shall be extended in writing by the party giving notice of termination, for such time as the party giving notice of termination deems reasonably necessary to effectuate such cure.

(3) In the event that conditions constituting breach(es) of this Agreement continue without cure being timely made as provided above, Memphis may:

a. Restrict the flow, plug, or otherwise physically disconnect Lakeland's sewer system from the Memphis WCTS;

b. Provide written notice to Lakeland providing for phasing out the terms of this Agreement at the end of a reasonable time not to exceed two (2) years after the date of the initial three-month notice provided in Section 6.03.(A)(1) above;

c. Request that Lakeland submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Memphis, is deemed to be a condition of this Agreement; and/or

d. Take such other action(s) as Memphis deems appropriate.

(4) Notwithstanding the above, Memphis agrees to provide Lakeland at least three (3) years from the notice of termination for Lakeland to construct its own wastewater treatment plant, connect its flows to a WCTS owned by another municipality, or implement another long-term solution. Nothing, herein, shall be deemed to authorize or require Memphis to allow a condition to continue that can reasonably be expected to cause or contribute to a sanitary sewer overflow in Memphis, a condition resulting in flows exceeding the pumping capacity of a City of Memphis pump station, and/or a violation of a Memphis NPDES permit. Memphis may condition such additional time as provided herein upon Lakeland agreeing to such conditions as Memphis deems appropriate (e.g., Lakeland's payment of fines, penalties, stipulated penalties, etc.).

(5) Notwithstanding any provision to the contrary, Memphis may terminate this Agreement immediately if the flows originating from or transmitted through the Lakeland sewers to the Memphis WCTS are deemed by EPA, TDEC and/or Memphis to be an imminent danger to the health or welfare of humans,

which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

B. Termination Upon Expiration of the Term of the Agreement

Upon expiration of the term of this Agreement, including any authorized extensions, this Agreement shall be deemed terminated and Lakeland shall pay Memphis all outstanding fees and charges owed to Memphis within ninety (90) calendar days from the effective date of such termination or expiration.

VII. Stipulated Penalties

7.01. Lakeland acknowledges that the City of Memphis has entered into a Consent Decree with the EPA, TDEC and Tennessee Clean Water Network ("TCWN") which subjects Memphis to stipulated penalties for failure to satisfy Consent Decree requirements. Accordingly, to the extent Lakeland violates this Agreement or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis, Lakeland shall be liable to Memphis for stipulated penalties paid by Memphis, in accordance with Section IX of the Consent Decree, unless Memphis is excused under Section X of its Consent Decree with EPA, TDEC and TCWN. A violation includes failing to perform any obligation required by this Agreement, according to all applicable requirements and within the specified time period established by this Agreement. Notwithstanding the foregoing, Memphis shall have the burden of proof to establish that the action or inaction of Lakeland is the proximate cause of the violation resulting in the imposition of stipulated penalties to Memphis under the Consent Decree. The Parties acknowledge that Lakeland has no authority to maintain sewer assets outside of its municipal boundary. As such, Lakeland shall not be deemed the proximate cause of any violation that arises out of flow generated from non-Lakeland residents or users. Stipulated penalties shall begin to accrue on the day after performance is due or the day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreement.

7.02. The following stipulated penalties shall apply for violations other than violations for which the City paid stipulated penalties under the Consent Decree. Stipulated penalties under this Section for non-Consent Decree violations may be excused in accordance with Section 8.12 herein.

Period of Noncompliance	Penalty per Violation per Day
One (1) to thirty (30) days	$500
Thirty (30) to sixty (60) days	$1000
Sixty (60) days and beyond	$1500 (minimum subject to the significance of the violation)

7.03. A stipulated penalty under Section 7.01 and/or 7.02 as applicable shall be paid within sixty (60) days of receiving written demand for payment from Memphis. The demand for payment from Memphis shall set forth the particular violation or failure to perform to which the stipulated penalty relates, the amount of the stipulated penalty being demanded, the calculation method underlying the demand, and the grounds on which the demand is based. Payments shall be made to the City of Memphis, Division of Public Works - Office of Environmental Engineering, 125 North Main, Room 620, Memphis, TN 38103.

7.04. Lakeland's failure to pay the stipulated penalties shall subject Lakeland to interest accruing daily on such penalties at the maximum amount allowable by law.

7.05. The stipulated penalties provided for in this Agreement shall be in addition to any other rights or remedies available to Memphis for Lakeland's violation of this Agreement or applicable law.

7.06. Memphis may, in its sole discretion, reduce or waive stipulated penalties otherwise due under this Agreement.

VIII. General Provisions

8.01. Liability. Lakeland shall remain fully responsible for any and all liability related to the discharge of wastewater to Memphis' WCTS from its sewer collection and conveyance system and shall, to the extent permitted by law, indemnify, defend and hold harmless the City of Memphis, and its officers, employees, elected and appointed officials, agents and representatives from and against any and all claims, damages, demands, causes of action, judgments, costs, fees, penalties, expenses or other liability of any kind, including damages for injury or death and damages to persons or property resulting from such discharge. Memphis shall not be responsible for any permit issued to Lakeland or the management or oversight of Lakeland's sewer system.

8.02. Entry and Right to Inspect. Any authorized officer, employee or contractor of Memphis may enter and inspect at any reasonable time any part of Lakeland's sewer system connected to Memphis' WCTS and WWTP upon reasonable notice to Lakeland.

8.03. Records. Upon request, Lakeland shall provide Memphis with a certified copy of its sewer use ordinance and any amendments thereto, other inter-jurisdictional agreements, if any, and any contract entered into for the purposes of regulating industrial waste. Lakeland shall retain copies of any and all records related to Lakeland's performance under this Agreement until five (5) years after the term of this Agreement expires and provide Memphis access and or copies of such documents within no more than ten (10) calendar days following Memphis' request.

8.04. Entire Agreement. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

8.05. Governing Law. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

8.06. Venue. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement shall be filed and litigated in the courts of Shelby County, and each party hereby consents to the jurisdiction and venue of those courts for all such lawsuits.

8.07. Severability. If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

8.08. Approval or Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, such approval shall not be unreasonably withheld, delayed or denied.

8.09. Waiver. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of either party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of either party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

8.10. Notices.

Unless otherwise specified herein, whenever notifications, submissions, or communications are required, they shall be made in writing and addressed as follows:

To the City of Memphis:

Director of Public Works
125 North Main Street, Room 608
Memphis, TN 38103

With copy, if requested,
to:
City Attorney
125 North Main Street, Room 336
Memphis, TN 38103

To the City of Lakeland:

City Engineer
10001 Hwy 71

Lakeland, TN 38002

8.11. Dispute Resolution.

a. Exclusive Dispute Resolution Mechanism. It is the intent of the parties that they shall collaborate to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), in a mutually agreeable manner. The procedures set forth in this Section 8.11 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and shall be an express condition precedent to litigation or binding arbitration of the Dispute. Memphis agrees that it will not reject any flow during the pendency of any dispute.

b. Negotiations. The parties agree that they shall first use their best efforts in an attempt to settle the Dispute informally through negotiations involving themselves or their representatives they each deem appropriate at the lowest possible levels of decision-making. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("**Executive(s)**").

Executive of City of Memphis:	Robert Knecht, Director-Public Works 125 North Main, Room 608 Memphis, TN 38103 Robert.Knecht@memphistn.gov
Executive of City of Lakeland:	Emily Harrell, City Engineer 10001 Hwy 71 Lakeland, TN 38002 eharrell@lakelandtn.org

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions set forth at Section 8.10 herein, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

If the Executives cannot resolve the Dispute during the time period ending fifteen (15) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation as set forth in Section 8.11(c) below.

c. Mediation. Subject to Section 8.11(b), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) calendar days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 8.06 herein or commence binding arbitration.

8.12. Force Majeure. Memphis shall use reasonable efforts to furnish to Lakeland the services provided for in this Agreement, but it is understood and agreed that Memphis does not guarantee its ability to provide all such services at all times and Memphis will not be liable to Lakeland if service is not provided as contemplated herein due to defects or failures of components of Memphis WCTS or WWTPs. Additionally, neither party shall be deemed in default hereunder, nor shall either party be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, pandemics, acts of governmental authorities (excluding the parties to this Agreement) or acts of nature or other similar cause. This provision does not apply, however, where Lakeland causes Memphis to be subject to a stipulated penalty under its Consent Decree with EPA, TDEC and TCWN.

8.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned without the prior written consent of the other party.

8.14. No Third Party Benefit. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either Party shall run to, or be enforceable by, any party other than the other party to this Agreement.

8.15. Other Instruments/Actions. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between the Parties and as against third parties.

8.16. Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

8.17. Exhibits. All Exhibits to this Agreement are hereby incorporated herein by reference as if fully copied herein verbatim.

8.18. Counterparts. This Agreement may be signed in counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically, and any such signature shall have the same legal effect as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, This Agreement has been duly executed by the authorized representatives of the parties as set forth below.

CITY OF MEMPHIS

By:

____

Jim Strickland, Mayor

By: _____________________________________

Robert Knecht, Director - Public Works

Approved as to form:

____

Jennifer Sink, Chief Legal Officer/City Attorney

CITY OF LAKELAND

By:

____

Mike Cunningham, Mayor

Approved as to form:

By:

____

Title:

This Instrument Prepared by and
When Recorded Return to:
Carmalita Carletos-Drayton
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
901.577.2210

BILL OF SALE

This Bill of Sale is made as of ___________________, 20___, by the City of Memphis, a municipality organized and existing under the laws of the State of Tennessee, ("Memphis"), to and in favor of the City of Lakeland, a municipal corporation organized and existing under the laws of the State of Tennessee, ("Lakeland").

Pursuant to and in compliance with the Interjurisdictional Agreement entered into effective __________________, 20___, by and between Memphis and Lakeland, Memphis does hereby transfer and convey to Lakeland, all of its right, title, and interest in and to the sewer lines and related apparatus (collectively, "Sewer Infrastructure") depicted on Exhibits D and E attached hereto.

IN WITNESS WHEREOF, Memphis has caused this instrument to be executed by its duly authorized representative and to be effective as of the date first above written.

Lakeland joins herein evidencing its acceptance of the conveyances made hereby.

CITY OF MEMPHIS

Attest:

By: ________________________________
Jim Strickland, Mayor

____
Comptroller

Approved:

____
Jennifer Sink, Chief Legal Officer

CITY OF LAKELAND

Attest:

By: ________________________________
Mike Cunningham, Mayor

____
City Clerk

Approved:

____
Will Patterson, City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

On this the _____ day of _______________________, 20__, before me, the undersigned Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Jim Strickland with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation; and that he as Mayor, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such Mayor.

WITNESS my hand and notary seal in the county aforesaid, on the day and year first above written.

____
Notary Public

My Commission Expires:

____

STATE OF TENNESSEE
COUNTY OF SHELBY

On this the _____ day of _______________________, 20___, before me, the undersigned Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Mike Cunningham with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Lakeland, a municipal corporation; and that he as Mayor, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such Mayor.

WITNESS my hand and notary seal in the county aforesaid, on the day and year first above written.

____
Notary Public

My Commission Expires:

____

EXHIBIT D

SEWER ASSET LIST

Item #	PROJECT NAME	SHEET # [1]	RECORD # [2]
1	Bridge - Wood Square C-P (Private)	1 of 1	WN-10_SD_2399
2	Bridge - Wood Square C-P (Private), Ph. 1	1 of 1	WN-10_SD_1611
3	Brunswick 64 Commercial Subdivision lots 1&2	1 of 1	WN-10E_PP_081
4	Brunswick 64 Commercial Subdivision (Private)	1 of 1	WN-10E_PP_081
5	Brunswick Road at I-40 Sewer Extension[3,4,5]	1 of 2	WN-10B_PP_029
6	Brunswick Road at I-40 Sewer Extension[3,4,5,7]	2 of 2	WN-10B_PP_030
7	Club Walk PD	1 of 1	WN-10_SD_1041
8	Club Walk PD	1 of 1	WN-10_SD_1041A
9	Clubview at Stonebridge	1 of 1	WN-10_SD_911
10	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10B_PP_093
11	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10_SD_925
12	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10B_S/D 925
13	Eagle Creek - Wet Well Mounted Pump Lift Station-9680 Hwy 64 -6 in FM	1 of 1	WN-10C_PP_002
14	Eagle Creek Subdivision	1 of 1	WN-10_SD_1031
15	Eagle Creek Subdivision Lift Station	3 of 3	WN-10C_PP_003
16	Eagle Creek-Davies Plant RD- Lift Station and Pressure Main- 9680 Hwy 64- 6 inch FM	1 of 1	WN-10C_PP_001
17	Fairway Meadows Commercial Center (Private), Ph. 3	1 of 1	WN-10_SD_2267
18	Fairway Meadows Subdivision, 1st Addn.	1 of 1	WN-08_SD_1030
19	Fairway Meadows Subdivision, Sec. B	1 of 1	WN-08_SD_1580
20	Fairway Meadows Subdivision, Sec. C	1 of 12	WN-08_SD_1581
21	Fairway Meadows Subdivision, Sec. D	1 of 8	WN-08_SD_1582
22	Fairway Meadows Subdivision-With Eagle Creek force main- 9680 Hwy 64	1 of 1	WN-10C_PP_004
23	Fletcher Trace Woods Subdivision	1 of 1	WN-10_SD_886
24	Goodwins Highway #64 C-P	1 of 2	WN-10D_SD_1435
25	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10D_PP_031
26	Plantation Estates	1 of 2	WN-10A_PP_045
27	Plantation Estates Davieshire Lift Station Details	1 of 1	WN-10A_PP_089

28	Plantation Estates Davieshire Phase VI Section B, C, D Lift Station Details 6inFM	1 of 1	WN-10B_PP_012
29	Plantation Estates[3, 6]	2 of 2	WN-10A_PP_046
30	Plantation Fairway Subdivision	1 of 1	WN-10_SD_954
31	Seventh Fairway Subdivision	1 of 1	WN-08_SD_1004
32	Seventh Fairway Subdivision, 1st Addn.	1 of 1	WN-08_SD_1123
33	Stonebridge	1 of 5	WN-10A_PP_039
34	Stonebridge 1st addition Lift Station	1 of 1	WN-10B_PP_070
35	Stonebridge Sewer Extension	1 of 1	WN-10B_PP_071
36	Stonebridge "J" Phase 1	1 of 1	WN-10B_PP_057
37	Stonebridge 2nd Addition	1 of 1	WN-10_SD_998
38	Stonebridge Commercial Subdivision (Private Rd, Public Sewer), Lot 5	1 of 1	WN-10_SD_2256
39	Stonebridge Commercial Subdivision (Private Rd, Public Sewer), Lot 5	1 of 1	WN-10_SD_2256
40	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10E_PP_027
41	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311
42	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311A
43	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311B
44	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311C
45	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1318
46	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_2163
47	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_2169
48	Stonebridge Commercial Subdivision, Sec. B	1 of 1	WN-10_SD_397
49	Stonebridge Commercial Subdivision, Sec. B	1 of 1	WN-10_SD_419
50	Stonebridge Commercial Subdivision, Sec. C	1 of 1	WN-10_SD_396
51	Stonebridge Commercial Subdivision, Sec. D	1 of 1	WN-10_SD_874
52	Stonebridge J	1 of 1	WN-08_SD_996
53	Stonebridge J Phase 1 Lift Station	1 of 1	WN-10B_PP_058
54	Stonebridge Phase 1 Condominiums	1 of 1	WN-10_SD_180
55	Stonebridge Section B	1 of 1	WN-10C_PP_000.0
56	Stonebridge Section B - Dominion Cove	1 of 1	WN-10C_PP_035
57	Stonebridge Section B Fletcher Trace	1 of 1	WN-10C_PP_033
58	Stonebridge Section B Gains Borough CV.	1 of 1	WN-10C_PP_032
59	Stonebridge Section B Gains Borough Dr.	1 of 1	WN-10C_PP_031
60	Stonebridge Section B Eaton Cv.	1 of 1	WN-10C_PP_000.1
61	Stonebridge Section B Eton Cove	1 of 1	WN-10C_PP_034
62	Stonebridge Section B Fletcher Trace	1 of 1	WN-10C_PP_000.2
63	Stonebridge Section B Gramercy CV	1 of 1	WN-10C_PP_030

64	Stonebridge Section B Harrow Cv.	1 of 1	WN-10C_PP_029
65	Stonebridge Section C - Hepplewhite Cv.	1 of 1	WN-10C_PP_026
66	Stonebridge Section C -Fletcher Trace	1 of 1	WN-10C_PP_028
67	Stonebridge Section C -Havelock Cv.	1 of 1	WN-10C_PP_027
68	Stonebridge Section E	1 of 1	WN-10B_PP_094
69	Stonebridge Section B - Hwy64 to Eaton Cv.	1 of 1	WN-10A_PP_087
70	Stonebridge Sewer Line A-B	5 of 5	WN-10A_PP_042
71	Stonebridge Sewer Line B-E	3 of 5	WN-10A_PP_040
72	Stonebridge Sewer Lines C-D and B-E	4 of 5	WN-10A_PP_041
73	Stonebridge Subdivision	1 of 1	WN-10_SD_1085
74	Stonebridge Subdivision	1 of 1	WN-10_SD_1102
75	Stonebridge Subdivision - El Hill Rd. Force Main	1 of 1	WN-10B_PP_101
76	Stonebridge Subdivision 1st Addition	1 of 1	WN-10B_PP_102
77	Stonebridge Subdivision 1st Addn.	1 of 1	WN-08_SD_1042
78	Stonebridge Subdivision 1st Addn.	1 of 1	WN-10_SD_997
79	Stonebridge subdivision 1st Addn. -Wet Well Mounted Pump	1 of 1	WN-10B_PP_072
80	Stonebridge Subdivision 1st Addn.-Wet Well Mounted Pump	1 of 1	WN-10B_PP_091
81	Stonebridge Subdivision Sec. H-1, H-2, H-3, H-4	1 of 1	WN-10_SD_303
82	Stonebridge Subdivision Section "E"	2 of 7	WN-08_SD_1100
83	Stonebridge Subdivision Section "E" - wet well and lift station	1 of 1	WN-10B_PP_090

Notes:

1. The sheet count as noted is applicable to the sewer plans for the specific project within the limits of Lakeland. The original drawings are being transferred except where noted.
2. The record number represents the applicable file number for the project as maintained by the City of Memphis.
3. The reference project lies within Lakeland and crosses I-40 to the City of Bartlett.
4. A portion of this asset was previously transferred to the City of Bartlett in accordance with Contract #N16460.
5. The City of Memphis asset number for this project is 1000562.
6. The City of Memphis asset number for this project is 1000551.
7. The original mylar for this plan was previously transferred to Bartlett. A copy is being transferred to Lakeland.

EXHIBIT E

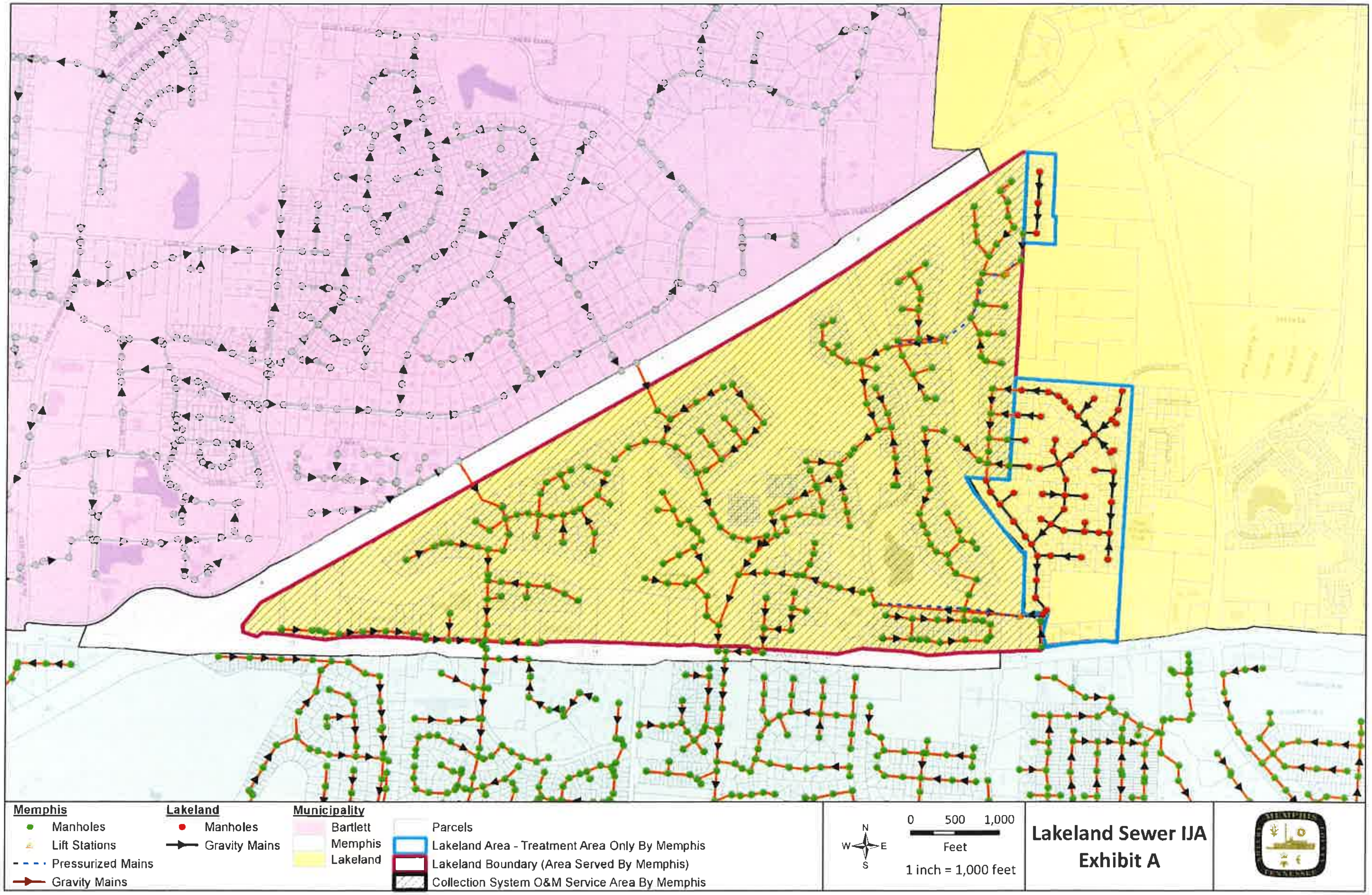
SEWER EASEMENT LIST

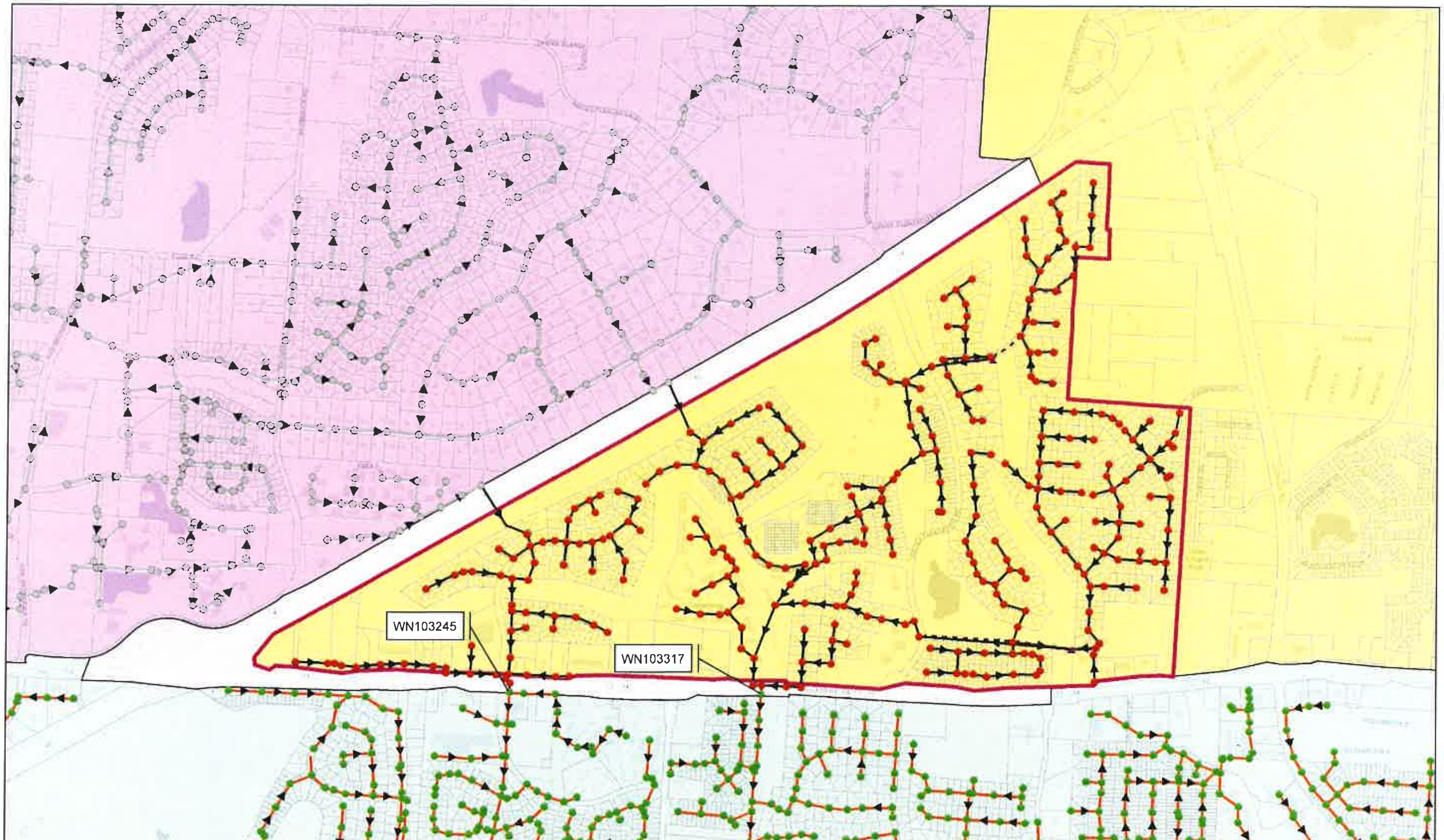
Item #	Project Name	Plat # [1]	Record # [2]	Instrument
1	Brunswick Road at I-40 Sewer Extension	Key Map	WN-10_Esmnt_399	---------
2	Brunswick Road at I-40 Sewer Extension[3]	2A-S1 of 7	WN-10_Esmnt_401	AY-2028
3	Brunswick Road at I-40 Sewer Extension[3]	2A-S2 of 7	WN-10_Esmnt_402	AY-2028
4	Brunswick Road at I-40 Sewer Extension[3]	2B of 7	WN-10_Esmnt_403	AY-2029
5	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B-Eaton Cv.	4 of 7	WN-10_Esmnt_404	AV-9122
6	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B-Eaton Cv.	5 of 7	WN-10_Esmnt_405	AV-6808
7	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect D- Dominion Cv.	6 of 7	WN-10_Esmnt_406	AX-9421
8	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B - Dominion Cv.	7 of 7	WN-10_Esmnt_407	AX-0528
9	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	1 of 3	WN-10_Esmnt_311	DE-7597
10	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	2 of 3	WN-10_Esmnt_312	DE-7598
11	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	3 of 3	WN-10_Esmnt_313	DE-7599
12	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD-Stonebridge J	1 of 1	WN-10_Esmnt_314	DB-1982
13	Goodwins Highway #64 C-P; Off-street Sewer	Key Map	WN-10_Esmnt_417	---------
14	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_418	GE-5997
15	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_419	GE-5996
16	Goodwins Highway #64 C-P;	1 of 1	WN-10_Esmnt_420	GE-5995

	Off-street Sewer			
17	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_421	GE-5994
18	Plantation Estates	1 of 2	WN-10_Esmnt_212	R3-2182
19	Plantation Estates	2 of 2	WN-10_Esmnt_213	R3-2183
20	Plantation Fairway Section A	1 of 1	WN-10_Esmnt_309	CU-1082
21	Plantation Fairway Section C - Abandonment Plat	1 of 1	WN-10_Esmnt_316	DA-8957
22	Stonebridge "J" Phase 1- Force Main	1 of 1	WN-10_Esmnt_355	EE-8971
23	Stonebridge Section A-Lift Station Location	1 of 1	WN-10_Esmnt_084	J9-3149
24	Stonebridge Sewer Improvements Hwy 64- Davies Plantation	1 of 1	WN-10_Esmnt_085	J7-4094

Notes:

1. The plat count as noted is specific to the referenced sewer project.
2. The record number represents the applicable file number for the project as maintained by the City of Memphis.
3. City of Memphis asset ID number 1000234.


Memphis
Manholes
Lift Stations
Pressurized Mains
Gravity Mains
Lakeland
Manholes
Gravity Mains
Municipality
Bartlett
Memphis
Lakeland
Parcels
Lakeland Area - Treatment Area Only By Memphis
Lakeland Boundary (Area Served By Memphis)
Collection System O&M Service Area By Memphis
N
W
E
S
0 500 1,000
Feet
1 inch = 1,000 feet
Lakeland Sewer IJA
Exhibit A



Memphis	Lakeland	Municipality	
Manholes	Manholes	Bartlett	Parcels
Gravity Mains	Lift Stations	Memphis	Lakeland Boundary (Treatment Area Only By Memphis)
	Gravity Mains	Lakeland	
	Pressurized Mains		

N W E S

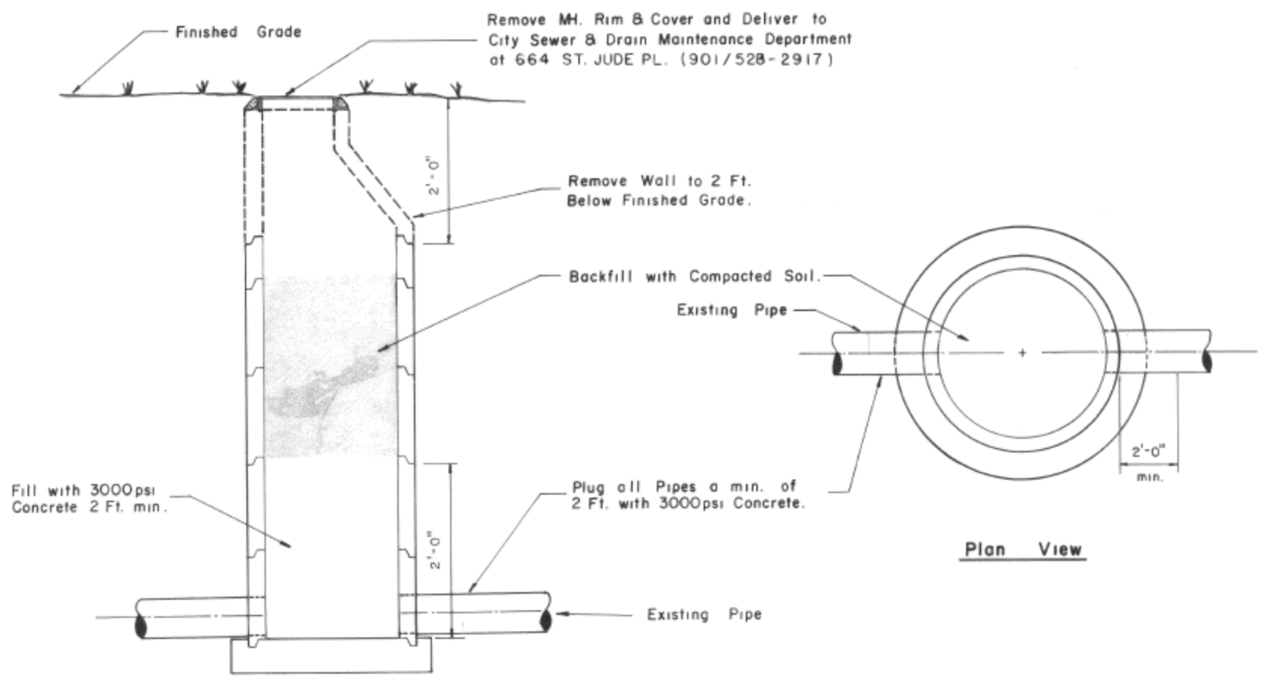
0 500 1,000

Feet

1 inch = 1,000 feet

Lakeland Sewer IJA
Exhibit B

EXHIBIT C



Elevation View

Plan View

REVISIONS			
NO.	DATE	BY	REMARKS

CONVERSIONS	
ENGLISH	METRIC

CITY OF MEMPHIS
DIVISION OF PUBLIC WORKS

DESIGN STANDARD
FOR
ABANDONED MANHOLES

Bryant Bondurant P.E. 12/6/84
CITY ENGINEER DATE

DWG. NO. SST - 10

DIVISION OF PUBLIC WORKS BUREAU. ______ BUREAU ENGINEER ______ DRAFTSMAN MM DATE 12-3-84 SCALE NTS

EXHIBIT D

SEWER ASSET LIST

Item #	PROJECT NAME	SHEET # [1]	RECORD # [2]
1	Bridge - Wood Square C-P (Private)	1 of 1	WN-10_SD_2399
2	Bridge - Wood Square C-P (Private), Ph. 1	1 of 1	WN-10_SD_1611
3	Brunswick 64 Commercial Subdivision lots 1&2	1 of 1	WN-10E_PP_081
4	Brunswick 64 Commercial Subdivision (Private)	1 of 1	WN-10E_PP_081
5	Brunswick Road at I-40 Sewer Extension[3,4,5]	1 of 2	WN-10B_PP_029
6	Brunswick Road at I-40 Sewer Extension[3,4,5,7]	2 of 2	WN-10B_PP_030
7	Club Walk PD	1 of 1	WN-10_SD_1041
8	Club Walk PD	1 of 1	WN-10_SD_1041A
9	Clubview at Stonebridge	1 of 1	WN-10_SD_911
10	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10B_PP_093
11	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10_SD_925
12	Country Bridge Shopping Center, Ph. 1	1 of 1	WN-10B_S/D 925
13	Eagle Creek - Wet Well Mounted Pump Lift Station-9680 Hwy 64 -6 in FM	1 of 1	WN-10C_PP_002
14	Eagle Creek Subdivision	1 of 1	WN-10_SD_1031
15	Eagle Creek Subdivision Lift Station	3 of 3	WN-10C_PP_003
16	Eagle Creek-Davies Plant RD- Lift Station and Pressure Main- 9680 Hwy 64- 6 inch FM	1 of 1	WN-10C_PP_001
17	Fairway Meadows Commercial Center (Private), Ph. 3	1 of 1	WN-10_SD_2267
18	Fairway Meadows Subdivision, 1st Addn.	1 of 1	WN-08_SD_1030
19	Fairway Meadows Subdivision, Sec. B	1 of 1	WN-08_SD_1580
20	Fairway Meadows Subdivision, Sec. C	1 of 12	WN-08_SD_1581
21	Fairway Meadows Subdivision, Sec. D	1 of 8	WN-08_SD_1582
22	Fairway Meadows Subdivision-With Eagle Creek force main- 9680 Hwy 64	1 of 1	WN-10C_PP_004
23	Fletcher Trace Woods Subdivision	1 of 1	WN-10_SD_886
24	Goodwins Highway #64 C-P	1 of 2	WN-10D_SD_1435
25	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10D_PP_031
26	Plantation Estates	1 of 2	WN-10A_PP_045
27	Plantation Estates Davieshire Lift Station Details	1 of 1	WN-10A_PP_089

28	Plantation Estates Davieshire Phase VI Section B, C, D Lift Station Details 6inFM	1 of 1	WN-10B_PP_012
29	Plantation Estates[3, 6]	2 of 2	WN-10A_PP_046
30	Plantation Fairway Subdivision	1 of 1	WN-10_SD_954
31	Seventh Fairway Subdivision	1 of 1	WN-08_SD_1004
32	Seventh Fairway Subdivision, 1st Addn.	1 of 1	WN-08_SD_1123
33	Stonebridge	1 of 5	WN-10A_PP_039
34	Stonebridge 1st addition Lift Station	1 of 1	WN-10B_PP_070
35	Stonebridge Sewer Extension	1 of 1	WN-10B_PP_071
36	Stonebridge "J" Phase 1	1 of 1	WN-10B_PP_057
37	Stonebridge 2nd Addition	1 of 1	WN-10_SD_998
38	Stonebridge Commercial Subdivision (Private Rd, Public Sewer), Lot 5	1 of 1	WN-10_SD_2256
39	Stonebridge Commercial Subdivision (Private Rd, Public Sewer), Lot 5	1 of 1	WN-10_SD_2256
40	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10E_PP_027
41	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311
42	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311A
43	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311B
44	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1311C
45	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_1318
46	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_2163
47	Stonebridge Commercial Subdivision, Sec. A	1 of 1	WN-10_SD_2169
48	Stonebridge Commercial Subdivision, Sec. B	1 of 1	WN-10_SD_397
49	Stonebridge Commercial Subdivision, Sec. B	1 of 1	WN-10_SD_419
50	Stonebridge Commercial Subdivision, Sec. C	1 of 1	WN-10_SD_396
51	Stonebridge Commercial Subdivision, Sec. D	1 of 1	WN-10_SD_874
52	Stonebridge J	1 of 1	WN-08_SD_996
53	Stonebridge J Phase 1 Lift Station	1 of 1	WN-10B_PP_058
54	Stonebridge Phase 1 Condominiums	1 of 1	WN-10_SD_180
55	Stonebridge Section B	1 of 1	WN-10C_PP_000.0
56	Stonebridge Section B - Dominion Cove	1 of 1	WN-10C_PP_035
57	Stonebridge Section B Fletcher Trace	1 of 1	WN-10C_PP_033
58	Stonebridge Section B Gains Borough CV.	1 of 1	WN-10C_PP_032
59	Stonebridge Section B Gains Borough Dr.	1 of 1	WN-10C_PP_031
60	Stonebridge Section B Eaton Cv.	1 of 1	WN-10C_PP_000.1
61	Stonebridge Section B Eton Cove	1 of 1	WN-10C_PP_034
62	Stonebridge Section B Fletcher Trace	1 of 1	WN-10C_PP_000.2
63	Stonebridge Section B Gramercy CV	1 of 1	WN-10C_PP_030
64	Stonebridge Section B Harrow Cv.	1 of 1	WN-10C_PP_029
65	Stonebridge Section C - Hepplewhite Cv.	1 of 1	WN-10C_PP_026

66	Stonebridge Section C -Fletcher Trace	1 of 1	WN-10C_PP_028
67	Stonebridge Section C -Havelock Cv.	1 of 1	WN-10C_PP_027
68	Stonebridge Section E	1 of 1	WN-10B_PP_094
69	Stonebridge Section B - Hwy64 to Eaton Cv.	1 of 1	WN-10A_PP_087
70	Stonebridge Sewer Line A-B	5 of 5	WN-10A_PP_042
71	Stonebridge Sewer Line B-E	3 of 5	WN-10A_PP_040
72	Stonebridge Sewer Lines C-D and B-E	4 of 5	WN-10A_PP_041
73	Stonebridge Subdivision	1 of 1	WN-10_SD_1085
74	Stonebridge Subdivision	1 of 1	WN-10_SD_1102
75	Stonebridge Subdivision - El Hill Rd. Force Main	1 of 1	WN-10B_PP_101
76	Stonebridge Subdivision 1st Addition	1 of 1	WN-10B_PP_102
77	Stonebridge Subdivision 1st Addn.	1 of 1	WN-08_SD_1042
78	Stonebridge Subdivision 1st Addn.	1 of 1	WN-10_SD_997
79	Stonebridge subdivision 1st Addn. -Wet Well Mounted Pump	1 of 1	WN-10B_PP_072
80	Stonebridge Subdivision 1st Addn.-Wet Well Mounted Pump	1 of 1	WN-10B_PP_091
81	Stonebridge Subdivision Sec. H-1, H-2, H-3, H-4	1 of 1	WN-10_SD_303
82	Stonebridge Subdivision Section "E"	2 of 7	WN-08_SD_1100
83	Stonebridge Subdivision Section "E" - wet well and lift station	1 of 1	WN-10B_PP_090

Notes:

1. The sheet count as noted is applicable to the sewer plans for the specific project within the limits of Lakeland. The original drawings are being transferred except where noted.
2. The record number represents the applicable file number for the project as maintained by the City of Memphis.
3. The reference project lies within Lakeland and crosses I-40 to the City of Bartlett.
4. A portion of this asset was previously transferred to the City of Bartlett in accordance with Contract #N16460.
5. The City of Memphis asset number for this project is 1000562.
6. The City of Memphis asset number for this project is 1000551.
7. The original mylar for this plan was previously transferred to Bartlett. A copy is being transferred to Lakeland.

EXHIBIT E

SEWER EASEMENT LIST

Item #	Project Name	Plat # [1]	Record # [2]	Instrument
1	Brunswick Road at I-40 Sewer Extension	Key Map	WN-10_Esmnt_399	---------
2	Brunswick Road at I-40 Sewer Extension[3]	2A-S1 of 7	WN-10_Esmnt_401	AY-2028
3	Brunswick Road at I-40 Sewer Extension[3]	2A-S2 of 7	WN-10_Esmnt_402	AY-2028
4	Brunswick Road at I-40 Sewer Extension[3]	2B of 7	WN-10_Esmnt_403	AY-2029
5	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B-Eaton Cv.	4 of 7	WN-10_Esmnt_404	AV-9122
6	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B-Eaton Cv.	5 of 7	WN-10_Esmnt_405	AV-6808
7	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect D- Dominion Cv.	6 of 7	WN-10_Esmnt_406	AX-9421
8	Brunswick Road at I-40 Sewer Extension-Stonebridge Sect B - Dominion Cv.	7 of 7	WN-10_Esmnt_407	AX-0528
9	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	1 of 3	WN-10_Esmnt_311	DE-7597
10	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	2 of 3	WN-10_Esmnt_312	DE-7598
11	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD	3 of 3	WN-10_Esmnt_313	DE-7599
12	Davies Plantation RD Lift Station and Pressure Main-Fairway Meadows SD-Stonebridge J	1 of 1	WN-10_Esmnt_314	DB-1982
13	Goodwins Highway #64 C-P; Off-street Sewer	Key Map	WN-10_Esmnt_417	---------
14	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_418	GE-5997
15	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_419	GE-5996

16	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_420	GE-5995
17	Goodwins Highway #64 C-P; Off-street Sewer	1 of 1	WN-10_Esmnt_421	GE-5994
18	Plantation Estates	1 of 2	WN-10_Esmnt_212	R3-2182
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21	Plantation Fairway Section C - Abandonment Plat	1 of 1	WN-10_Esmnt_316	DA-8957
22	Stonebridge "J" Phase 1- Force Main	1 of 1	WN-10_Esmnt_355	EE-8971
23	Stonebridge Section A-Lift Station Location	1 of 1	WN-10_Esmnt_084	J9-3149
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Notes:

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3. City of Memphis asset ID number 1000234.

RESOLUTION R-28-2022
A RESOLUTION AUTHORIZING STAFF TO CONDUCT A FEASIBILITY STUDY ON ADDING A BUILDING DEPARTMENT

WHEREAS, Shelby County Division of Planning and Development provides Construction Enforcement for Memphis, Arlington, Germantown, Lakeland, Millington, and unincorporated Shelby County; and

WHEREAS, Shelby County Construction Enforcement reviews plans, issues construction permits and inspects new buildings and accessory structures; and

WHEREAS, the Lakeland Board of Commissioners desires to review practices and current procedures while considering options to provide enhanced services to residents and businesses in Lakeland.

NOW, THEREFORE, BE IT RESOLVED by the Lakeland Board of Commissioners by this resolution to direct City staff to conduct a Feasibility Study to review current procedures and evaluate options for formulating a Building Department.

Passed and Adopted by the Board of Commissioners of Lakeland, Tennessee on this 10th day of March, 2022, public welfare requiring it.

____
Mike Cunningham, *Mayor*

ATTEST:

____

Debra Murrell
City Reorder

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Thursday, March 3, 2022

Subject: Discussion and possible action on the closing of the USDA Rural Development loans for the LSS high school project in fiscal year 2022 (early) in order to capture a lower interest rate. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Finance & HR Director

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners consider all of the various factors in determining whether to pursue closing on the USDA Rural Development remaining bonds of $45,205,500 ahead of the scheduled December 2022 date.

BUDGET IMPACT

The various budgetary impacts are presented in the discussion section below.

DISCUSSION

Background:

On February 28, 2022 the City's representative from USDA Rural Development contacted City Staff to present the possibility of closing on the USDA Rural Development bonds of $45,205,500 as early in 2022 as possible, to take advantage of lower interest rates before their expected increase throughout the year.

The City is locked in for these bonds at 3.5 percent. Current USDA interest rates are 2.125 percent, and are expected to increase to 2.5 percent on April 1, 2022. The next increase would be July 1, 2022. The idea presented is to close the bonds between April 1, 2022 and June 30, 2022, thereby saving approximately 1 percent on the interest rate.

Analysis:

These bonds have a 40-year maturity schedule, similar to the USDA RD bonds for the refinancing of the 2015 Capital Outlay Note. Over the life of the bonds, a savings of 1 percent would save approximately $12.6 million in interest costs. Annual debt service savings would be slightly over $300,000, as annual debt service would decrease from $2.1 million annually at 3.5 percent to $1.8 million annually at 2.5 percent.

While this savings is attractive, it has negative impacts on the City's projected budget for FY2023. Currently, the FY2023 budget includes interest costs related to the 2019 Bond

Anticipation Note (BAN) of approximately $365,000 (for July through December 12th maturity date). Currently, the debt service on the USDA RD bonds will not be due until FY2024. The early closing on the bonds would change debt service related to these funds from $365,000 to $1.8 million (principal and interest) during FY2023. The "move up" of the debt service would deplete the current and projected fund balance committed for education, which in the FY2023 budget draft presented previously to the Board was expected to be approximately $1 million as of June 30, 2023. Additionally, the current draft FY2023 budget projects ending unassigned fund balance to exceed required reserves by $1.2 million, whereas the early close of these bonds would reduce that amount to $0.9 million excess unassigned fund balance.

Potential Solutions to Budgetary Concerns:

- If the Board desires to maintain the projected $1 million of fund balance committed for education (i.e. school reserves), it may recommit $0.39 per $100 assessed value of the property tax rate for education debt service, beginning on July 1, 2022. However, with the current budget draft, this would create an unassigned fund balance deficit (balance below required reserve) of approximately $900,000. This deficit would require a $0.20 per $100 assessed value property tax rate increase to avoid.
- If the Board does not wish to maintain the current projected fund balance committed for education, no commitment of the property tax rate would be required until July 1, 2023 (fiscal year 2024), at which time the City can re-evaluate whether a property tax rate increase is needed in light of the commitment of $0.39 of the rate to education debt service, or whether no tax rate increase is needed and $1.8 million of General Fund cost savings is accomplished.
- The Board may decide to close these bonds at the scheduled time, and accept the interest rate risk that USDA's rates may rise to or exceed the 3.5 percent "locked in" rate. The amount of risk overall is between $0 and $12.6 million over the 40-year life of the loan (as our maximum rate would be 3.5 percent). In this scenario, current debt service would require a commitment of $0.46 per $100 assessed value of the property tax rate beginning July 1, 2023, at which time a property tax rate increase will likely be needed to compensate for this commitment and other strategic and budgetary plans of the Board.