



Board of Commissioners
Regular Meeting Agenda
Thursday, July 7, 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. No Report - Deferred to August for an Interim Update
- 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:
June 09, 2022
- XI. REGULAR AGENDA:
 1. **Ordinance - First Reading** - amending the fiscal year 2022-2023 annual budget passed by ordinance O-10-2022. *Sponsored by Michael Walker*

2. **Resolution** - authorizing the Mayor and Vice-Mayor to sign a proclamation in honor of Brody Townsend. *Presented by Vice-Mayor Dial*
3. **Resolution** - approving the bylaws of the Community Advisory Board of the City of Lakeland, Tennessee. *Sponsored by Vice-Mayor Dial*
4. **Resolution** - receiving report on debt obligation of the City of Lakeland, Tennessee, for General Obligation Refunding Bonds, Series 2022, as authorized by the Lakeland Board of Commissioners on November 4, 2019. *Sponsored by Michael Walker*
5. **Resolution** - approving the funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce for fiscal year 2022-2023. *Sponsored by Michael Walker*
6. **Resolution** - approving an amendment to the Preliminary Development Plan for The Lake District. *Sponsored by the MPC, presented by Donald Anthony*
7. **Resolution** - replacing the existing and adopting a new Parks and Recreation Facility Naming Policy for the City of Lakeland, Tennessee. *Sponsored by the PRB, presented by Patrick O'Mara*
8. **Resolution** - authorizing the City Manager to enter into an agreement with Barge Design Solutions, Inc. for design and engineering services for Lakeland Athletic Complex, Phase II. *Sponsored by Patrick O'Mara*
9. **Resolution** - appointing Michael Walker, interim City Manager, as President of the Industrial Development Board of the City of Lakeland, Tennessee. *Sponsored by Michael Walker*
10. **Resolution** - authorizing Gaines Williams & Associates, Inc. to update the SCADA hardware and software system. *Sponsored by Emily Harrell*
11. **Resolution** – authorizing the City Manager to execute an agreement with Central Technologies, Inc. for Microsoft 365 annual subscription renewal. *Sponsored by Josh Thompson*

12. **Resolution** – authorizing the City Manager to execute an agreement with Cityworks for annual license renewal. *Sponsored by Josh Thompson*
13. **Resolution** – authorizing the City Manager to execute a renewal agreement with Environmental Systems Research Institute. *Sponsored by Josh Thompson*
14. **Resolution** – authorizing the City Manager to execute an agreement with CivicPlus for CivicClerk and CP Media annual subscription renewals. *Sponsored by Josh Thompson*
15. Discussion and possible action on enforcement of Ordinance 17-255 regulating overgrown and dirty lots. *Sponsored by Commissioner Wright*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office



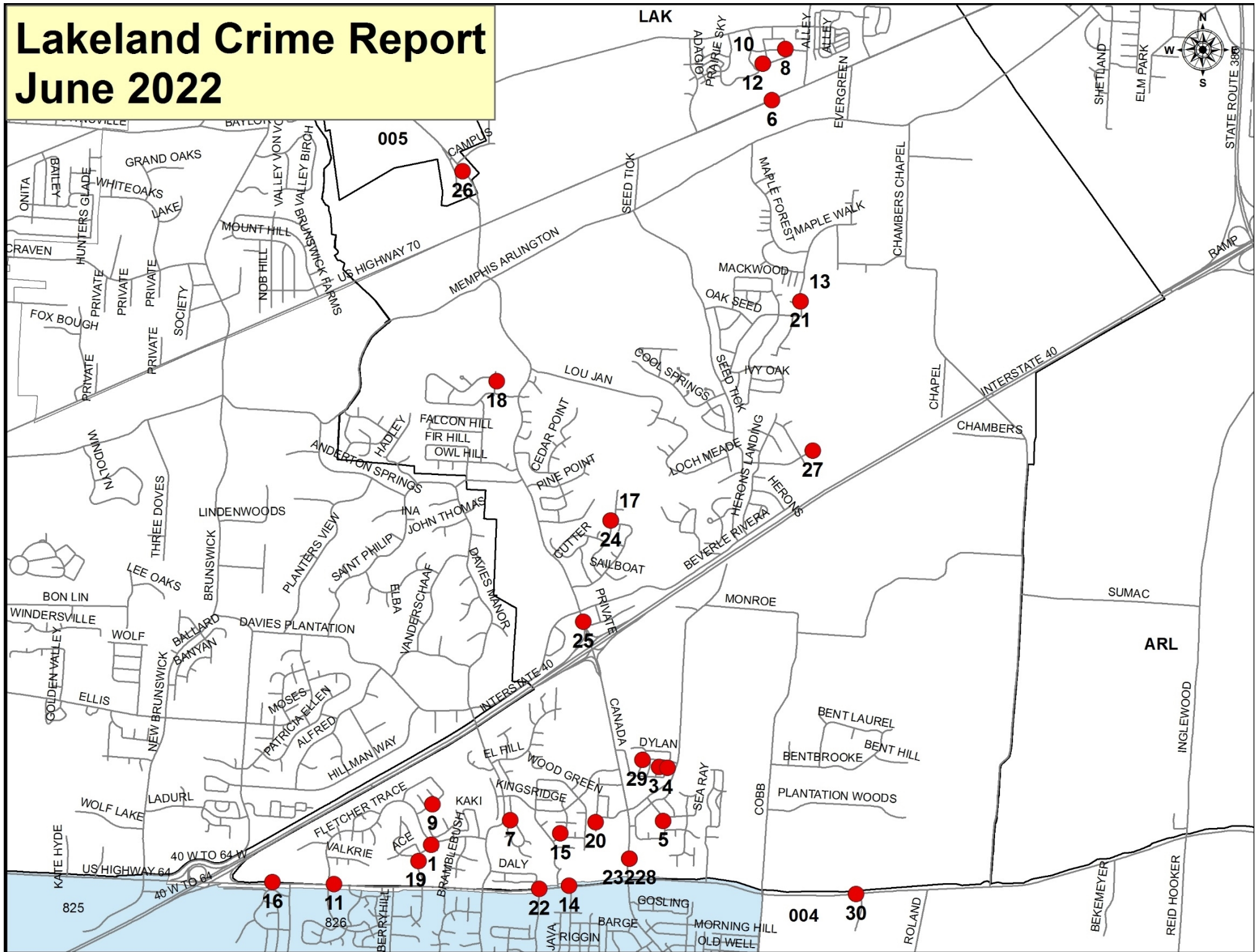
Crime Report

Lakeland, TN 38002

June 2022

Lakeland Crime Report

June 2022



Incident Table

ID #	CASE NUMBER	DEPT DESC CODE	DATE OF INCIDENT	WKDY	HR_BKKS	METHOD OF ENTRY
1	2205001540SH	MVT/Passenger Vehicle	6/1/22 0:00	Wed	2200-0200	BROKE REAR WINDOW
2	2206000229SH	Shoplifting/Misdemeanor	6/3/22 22:12	Fri	2200-0200	THROUGH UNLOCKED DOOR FRONT DOOR
3	2206000190SH	Simple Assault/DV	6/3/22 6:00	Fri	0600-1000	
4	2206000120SH	Simple Assault/DV	6/1/22 17:00	Wed	1400-1800	
5	2206000198SH	Vandalism/Misdemeanor	6/3/22 0:00	Fri	0200-0600	
6	2206000368SH	Burglary/Residential	6/3/22 12:00	Sun	1000-1400	THROUGH UNLOCKED DOOR
7	2206000373SH	False Pretenses/Swindle/Confidence Game	6/3/22 9:00	Fri	0600-1000	
8	2206000563SH	Intimidation	6/1/22 12:00	Mon	1400-1800	
9	2206000433SH	Other Larceny/Access Device	6/5/22 10:00	Sun	1000-1400	LAWFUL
10	2206000452SH	Theft & Recovery/Passenger Vehicle	6/9/22 2:40	Thu	0200-0600	THROUGH UNLOCKED DOOR
11	2206000535SH	Theft from Building	6/10/22 17:17	Fri	1400-1800	PRIED
12	2206000452SH	Theft from Motor Vehicle	6/9/22 2:40	Thu	0200-0600	THROUGH UNLOCKED DOOR
13	2206000456SH	Theft from Motor Vehicle	6/9/22 4:10	Thu	0200-0600	THROUGH UNLOCKED DOOR
14	2206000484SH	Theft of Vehicle Parts/Accessories	6/8/22 4:30	Wed	1400-1800	
15	2206000412SH	Theft of Vehicle Parts/Accessories	6/3/22 0:01	Fri	1000-1400	TOOK APART
16	2206000333SH	Vandalism/Felony	6/6/22 16:15	Mon	1400-1800	
17	2206000606SH	Vandalism/Misdemeanor	6/12/22 20:50	Sun	1800-2200	
18	2206000893SH	False Pretenses/Swindle/Confidence Game	6/11/22 3:00	Tue	1800-2200	
19	2206000845SH	Theft from Building	6/13/22 21:00	Wed	1400-1800	LAWFUL FRONT DOOR
20	2206000660SH	Theft of Vehicle Parts/Accessories	6/1/22 19:00	Thu	2200-0200	TOOK APART
21	2206000724SH	Vandalism/Felony	6/10/22 11:00	Sat	1800-2200	
22	2206000908SH	Weapon Law Violations/Felony	6/19/22 0:06	Sun	2200-0200	
23	2206001191SH	Impersonation	6/22/22 17:30	Wed	1400-1800	
24	2206000972SH	Vandalism/Felony	6/20/22 11:45	Mon	1000-1400	
25	2206001006SH	Vandalism/Misdemeanor	6/21/22 2:00	Tue	0200-0600	
26	2206001419SH	Burglary/Residential	6/29/22 6:15	Wed	0600-1000	BROKE FRONT DOOR
27	2206001296SH	Impersonation	6/17/22 11:30	Fri	1000-1400	
28	2206001332SH	Shoplifting/Misdemeanor	6/27/22 20:35	Mon	1800-2200	THROUGH UNLOCKED DOOR FRONT DOOR
29	2206001455SH	Simple Assault/DV	6/30/22 8:40	Thu	0600-1000	
30	2206001437SH	Theft of Vehicle Parts/Accessories	6/26/22 12:00	Tue	0200-0600	THROUGH UNLOCKED DOOR

Incident Count

Incident 	Count
Burglary/Residential	2
False Pretenses/Swindle/Confidence Game	2
Impersonation	2
Intimidation	1
MVT/Passenger Vehicle	1
Other Larceny/Access Device	1
Shoplifting/Misdemeanor	2
Simple Assault/DV	3
Theft & Recovery/Passenger Vehicle	1
Theft from Building	2
Theft from Motor Vehicle	2
Theft of Vehicle Parts/Accessories	4
Vandalism/Felony	3
Vandalism/Misdemeanor	3
Weapon Law Violations/Felony	1
Grand Total	30

END OF PRESENTATION



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JUNE 09, 2022, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002

DRAFT

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:32 p.m. on Thursday, June 09, 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, Finance Director Michael Walker, City Engineer Emily Harrell, Planning Director Donald Anthony, Parks & Recreation Director Patrick O'Mara, GIS Director Josh Thompson, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

1. **Ordinance - Final Reading** – adopting the annual budget and tax rate for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
2. **Ordinance - Final Reading** – to amend the Land Development Regulations of the City of Lakeland, Tennessee, to clarify requirements for fence materials in buffers and yards and to grant the Design Review Commission the authority to permit alternative fence materials, colors, heights, opacity, and opening intervals.

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 May.

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

- Sheriff's Report: Summary report for the month of May (*Given by Lt. Jason Valentine*)
- City Manager's Report: City Manager Shane Horn stated he would forgo the City Manager's Report for the sake of time and thanked the board for the opportunity to serve. (*The board expressed their appreciation for his dedication and tenure of 3 1/2 years*)
- Commissioners' Report:
 - Vice Mayor Dial reported on PRB activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Commissioner Wright offered a report on the EDC/IDB activities.



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VIII. PUBLIC COMMENTS:

Comments were heard from the following:

Steven Basar – Shelby County Trustee Candidate

Mick Wright – Shelby County Commissioner

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

- a. Regular Meeting Minutes – May 12, 2022.

Commissioner Gonzales moved to bring the consent agenda to the floor, seconded by Commissioner Wright.

When the question was called the consent agenda was approved 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

XI. REGULAR AGENDA:

1. Ordinance – Final Reading – adopting the annual budget and tax rate for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Sponsored by Michael Walker

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

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 the Land Development Regulations of the City of Lakeland, Tennessee, to clarify requirements for fence materials in buffers and yards and to grant the Design Review Commission the authority to permit alternative fence materials, colors, heights, opacity, and opening intervals. *Sponsored by Donald Anthony*

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



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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 - First Reading** – to adopt the bylaws of the Community Advisory Board of the City of Lakeland, Tennessee. *Sponsored by Vice Mayor Dial*

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

Discussion ensued.

After the discussion, Commissioner Atkinson moved to defer this item to next month as per the recommendation of the City Attorney, seconded by Vice Mayor Dial.

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

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

4. **Resolution** – to reappoint members to the Community Advisory Board. *Sponsored by Vice Mayor Dial*

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

5. **Resolution** – authorizing the execution of an engagement letter with Lauren Gann, CPA for contracted finance services. *Sponsored by Michael Walker*



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

Comments were heard from the following:
Lauren Gann, CPA PLLC

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. **Resolution** – appointing Donald Anthony, Planning Director, as President of the Industrial Development Board of the City of Lakeland, Tennessee. *Sponsored by the IDB, Presented by Shane Horn*

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

7. **Resolution** – approving an Outline Plan for Ashmont Planned Development. *Sponsored by the MPC, presented by Donald Anthony*

Commissioner Gonzales moved to take this item from the table, seconded by Commissioner Atkinson.

Discussion ensued.

Comments were heard from the following:
Romulo Sosa – 9000 block of Windward Slope Dr.
Jeff Roman – 5000 block of Conifer View Ln
Keith Grant – Grant & Co.

When the question was called the resolution passed as presented, roll call vote, 3 in favor 2 against (3-2).

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



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8. **Resolution – approving a Preliminary Development Plan for Glide Xpress Planned Development.** *Sponsored by the MPC, presented by Donald Anthony*

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

Discussion ensued.

Comments were heard from the following:

Matt Landes – Max Alley Investments LLC

Chuck Walker – Carlson Consulting Engineers Inc.

After the discussion, Commissioner Atkinson moved to amend the resolution to approve the Preliminary Development Plan for Glide Xpress contingent upon the building material be looked at to either add a different material on the sides and rear either in full or part and / or at articulation to those façades, seconded by Mayor Cunningham.

The motion to amend the resolution carried, roll call vote, 5 in favor 0 against.

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, 4 in favor 1 against (4-1).

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

9. **Resolution – adopting a revised internal control manual of the Board of Education of the Lakeland School System.** *Sponsored by the LSS BOE, presented by Michael Walker*

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

Comments were heard from the following:

Jeremy Burnett – LSS Board Member



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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. **Resolution** – adopting a revised internal control manual of the City of Lakeland. *Sponsored by Michael Walker*
Commissioner Atkinson 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

11. **Resolution** – approving the purchase of furniture and fixtures for city hall from Office Interiors. *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

12. **Resolution** – to approve a Memorandum of Understanding between Shelby County Government and the City of Lakeland for non-competitive American Rescue Plan Fiscal Recovery dollars.
Sponsored by Emily Harrell
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Wright.



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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

13. **Resolution** – to approve the purchase and installation of RTU panels for three sewer pump stations. *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

14. **Resolution** – authorizing the release of the Security for Public and Common Improvements in Oakwood Grove Subdivision Phases 1A, 2A, 3A, and Phase 2. *Sponsored by Emily Harrell*
Vice Mayor Dial 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

15. **Resolution** – authorizing the City Manager to execute an agreement with Central Technologies, Inc. for access control improvements. *Sponsored by Josh Thompson*
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner Wright.



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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

16. **Resolution** – proclaiming July 2022 as Parks and Recreation Month in the City of Lakeland, Tennessee. *Sponsored by Patrick O'Mara*
Commissioner Atkinson 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

17. **Resolution** – directing staff to submit an RFP for a sports tourism economic development feasibility study. *Sponsored by the EDC, presented by Commissioner Wright*
Commissioner Gonzales moved to bring this item to the floor, seconded by Vice Mayor Dial.

Comments were heard from the following:
Jeremy Burnett – EDC/IDB Member
Keith Acton – EDC/IDB Member

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

18. **Discussion and possible action on design and engineering for Phase II of the Lakeland Athletic Complex.** *Sponsored by Patrick O'Mara*
Commissioner Gonzales moved to bring this item to the floor, seconded by Vice Mayor Dial.

Comments were heard from the following:
Mark Donnelly – PRB/NRB Chairman



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For the record: This item was discussed, and no action was taken.

XII. ANNOUNCEMENTS:

For the record:

- Board members discussed their availability for the next month meeting, after the discussion Commissioner Gonzales moved to eliminate the work session and hold the regular meeting on Thursday July 7, 2022, seconded by Vice Mayor Dial. **Motion carried, voice vote, all in favor (5-0)**
- The Board also took this time to express their appreciation to City Manager Shane Horn and wish him all the best in his future endeavors.

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

The meeting was adjourned at 8:28 p.m. on Thursday, June 09, 2022.

These minutes were approved on July 21, 2022.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, July 7, 2022

Subject: **Ordinance - First Reading** - amending the fiscal year 2022-2023 annual budget passed by ordinance O-10-2022. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends approval of ordinance O-12-2022.

BUDGET IMPACT

This amendment increases appropriations of transfers out from the General Fund by \$81,194, to be paid from restricted fund balance.

DISCUSSION

The FY2022 budget, as amended, estimated closing costs on the refinance of the 2019 BAN with the 2022 USDA RD G.O. Bonds to be \$100,000 plus an early repayment fee to PNC Bank of \$50,000. Actual closing costs were \$69,420 with an early repayment fee to PNC Bank of \$0. This amendment is to transfer remaining funds on hand, including a small amount of interest earnings, to LSS for use on the project.

Should all remaining funds on hand not be utilized for the capital project, excess funds will be repaid as principal payment on the outstanding USDA G.O. Bonds.

ORDINANCE O-12-2022

AN ORDINANCE OF THE CITY OF LAKE LAND, TENNESSEE AMENDING
THE FISCAL YEAR 2022-2023 BUDGET, PASSED BY ORDINANCE O-10-2022

WHEREAS, the City of Lakeland adopted the fiscal year 2022-2023 budget by passage of Ordinance O-10-2022 on June 9, 2022; and

WHEREAS, the fiscal year 2021-2022 budget, as amended, reflected estimates of debt refinancing activities related to the June 22, 2022, closing of the U.S. Department of Agriculture Rural Development General Obligation Series 2022 bonds financing the construction of high school facilities at Lakeland Preparatory School, including a capital transfer to Lakeland School System of remaining project funds; and

WHEREAS, the actual closing costs and early repayment fees estimated in the fiscal year 2021-2022 budget, as amended, were lower, resulting in remaining funds on hand to be used on the project via capital transfer to Lakeland School System.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE LAND, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2022-2023 BUDGET AS FOLLOWS:

SECTION 1. Ordinance O-10-2022 is hereby amended to increase the appropriation of capital transfers out from the General Fund to the Lakeland School System Capital Projects Fund by \$81,194, such appropriation to be transferred from restricted fund balance.

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: July 7, 2022

Public Hearing:

Final Reading:

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESOLUTION R-72-2022
A RESOLUTION AUTHORIZING THE MAYOR AND VICE-MAYOR TO SIGN A
PROCLAMATION IN HONOR OF BRODY TOWNSEND

Resolved; by the Board of Commissioners of the City of Lakeland that the Mayor and Vice-Mayor are authorized to sign a Proclamation in honor of Brody Cruz Townsend.

Passed and Adopted by the Board of Commissioners of Lakeland, Tennessee on this 7th day of July, 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



PROCLAMATION

WHEREAS, The Mayor, Vice-Mayor, and entire Board of Commissioners desires to recognize the outstanding contributions that Brody Cruz Townsend has made to the Lakeland community through his participation in the City of Lakeland's youth recreational programs; and

WHEREAS, Brody Townsend continued to exhibit athleticism, determination, heart, and humor even in the midst of his battle with cancer; and

WHEREAS, Brody Townsend passed away peacefully surrounded by his family on July 3, 2022, at the age of 9; and

WHEREAS, The Mayor, Vice-Mayor, and Board of Commissioners expresses gratitude for the outstanding contributions that Brody Townsend has made to the Lakeland community by planting a tree with commemorative plaque in his honor and memory at the Lakeland Athletic Complex.

NOW, THEREFORE, WE, MIKE CUNNINGHAM, MAYOR OF THE CITY OF LAKELAND, TENNESSEE, AND MICHELE DIAL, VICE-MAYOR AND BOARD LIAISON TO THE PARKS AND RECREATION BOARD OF THE CITY OF LAKELAND, TENNESSEE, HEREBY EXPRESS OUR SINCERE APPRECIATION AND THANKS TO BRODY CRUZ TOWNSEND FOR HIS DISTINGUISHED CONTRIBUTIONS TO THE COMMUNITY AND HIGHLY COMMEND HIM FOR THE COURAGEOUS EXAMPLE OF STRENGTH IN ADVERSITY EXHIBITED THROUGH HIS PARTICIPATION IN THE CITY OF LAKELAND YOUTH RECREATION PROGRAMS.

In witness whereof we have hereunto set our hands and caused the seal of the City of Lakeland, Tennessee to be affixed. Presented on this 7th day of July, 2022.

Mike Cunningham, Mayor
City of Lakeland, Tennessee

Michele Dial, Vice-Mayor
City of Lakeland, Tennessee

RESOLUTION R-73-2022

A RESOLUTION APPROVING THE BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

WHEREAS, the Mayor and Board of Commissioners for the City of Lakeland, Tennessee desires to continually increase the communication between itself and the residents of the City of Lakeland; and,

WHEREAS, the Mayor and Board of Commissioners established the Lakeland Community Advisory Board ("CAB") in an effort to proactively distribute information throughout Lakeland; and,

WHEREAS, the Lakeland Community Advisory Board has approved and recommends that the Mayor and Board of Commissioners likewise approve the CAB Bylaws; and,

WHEREAS, the Mayor and Board of Commissioners hereby expresses its support of the Lakeland Community Advisory Board and hereby approves the Community Advisory Board's Bylaws which are attached thereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Commissioners of the City of Lakeland, Tennessee that the Board of Commissioners hereby approves and adopts the Bylaws of the Lakeland Community Advisory Board which are attached hereto as Exhibit 1.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 7th day of July, 2022, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 1. NAME.

Section 1. The name of this Board is the Lakeland Community Advisory Board (CAB).

ARTICLE 2. OBJECT, PURPOSE AND SCOPE OF AUTHORITY.

Section 1. This Board is organized to inform the Lakeland Board of Commissioners (BOC) on matters that affect the vitality of all Lakeland neighborhoods. The key objectives of the Lakeland Community Advisory Board include:

- Improve communication between Lakeland residents, City staff and Board of Commissioners
- Provide citizens the opportunity for early engagement on important community issues/concerns
- Create an opportunity for Lakeland residents to learn more about City government and departments
- Provide input directly from their respective neighborhood areas to inform staff and Board of Commissioners to effectively allocate resources

Section 2. This Board operates under the authority of Lakeland Ordinance O-11-2022

ARTICLE 3. MEMBERSHIP.

Section 1. Number and classes of members.

- a. This body shall be composed of nine (9) members, one of which shall be a member of the Lakeland Board of Commissioners ("BOC"). The remaining eight (8) members shall be referred to as "Citizen Members".

Section 2. Eligibility and appointment of members.

- a. Special Qualifications.
 1. There are no special qualifications beyond those set forth in these Bylaws for membership in this body.
- b. Application process.
 1. All persons interested in becoming members of this body shall submit a written application upon the application form provided by the City of Lakeland.
- c. All members shall be appointed by the Lakeland Board of Commissioners as prescribed by Lakeland Municipal Code. Any necessary replacements shall be appointed by the BOC with a recommendation from the CAB as soon as possible after a vacancy is declared to serve the remaining term for the previous CAB member.
- d. All members of the CAB shall serve on a volunteer basis.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

Section 3. The term of membership for all Citizen Members shall be two (2) years and the terms of the Citizen Members shall be staggered. The term of membership for the BOC Liaison shall be two (2) years. All members are eligible for multiple and/or consecutive terms of appointment.

Section 4. Membership requirements.

a. Requirements for maintaining membership

1. Attendance – a member must attend at least 3 of the 4 quarterly meetings within a rolling twelve-month period.

Section 5. Resignation.

- a. A member may resign at any time by providing written notice of their intent to do so to the chairperson of this body and the City Manager.

Section 6. Vacancies

- a. The Lakeland Board of Commissioners shall have the authority to remove any member of this Board, with or without cause as provided for by the Lakeland Municipal Code or BOC Resolution.

ARTICLE 4. OFFICERS.

Section 1. The officers of this body are a Chairman, Vice-Chairman and Secretary.

a. Chairman

1. The Chairman shall preside at all meetings of this body. The Chairman shall represent this body at public affairs and shall maintain the dignity and efficiency of this body in all possible ways. The Chairman shall also prepare, or cause to be prepared, any information helpful in acquainting new members with the procedures and/or operations of this body. The Chairman shall also perform such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

b. Vice-Chairman

1. The Vice-Chairman shall perform all duties of the Chairman in the absence of the Chairman and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

c. Secretary

1. The Secretary shall, with the assistance of City staff, keep and sign the minutes and records of this body and also perform the duties of the Chairman in the absence of the Chairman and Vice-Chairman and such other duties applicable to the office as prescribed by the parliamentary authority set forth in these bylaws.

Section 2. Nominations and election of officers

- a. Officers shall be elected by a majority vote of the members of the Board.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

- b. Election of officers shall take place at the annual meeting of this Board in January of each calendar year.

Section 3. Term of office

- a. The term of office for each officer shall be one (1) year and shall begin at the first meeting of this body occurring after January 1 of each year, and each officer shall hold office for a term of one year or until their successors are elected.

Section 4. Removal from office

- a. Officers of this Board may be removed, with or without cause, upon the two-thirds (2/3) affirmative vote of the membership of this Board.

ARTICLE 5. MEETINGS.

Section 1. Meeting days.

- a. There will be regular meetings of this body at Lakeland City Hall on the fourth Tuesday of the month on a quarterly basis at 5:30pm. At regular meetings, members meet to conduct the business of this body. Scheduled meetings will occur in January, April, July and October.
- b. There will be an annual organizational meeting of this body at Lakeland City Hall at 5:30pm on the fourth Tuesday of January each year. At the annual meeting, members meet to conduct the business of this body and to elect officers.
- c. All CAB meetings are open to the public.
- d. Notice requirements.
 - 1. Seven (7) days prior written notice shall be provided of any meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means as necessary.

Section 2. Order of business at regular meetings.

- a. The order of business at regular meetings of this body shall be:
 - 1. Call to order,
 - 2. Roll call,
 - 3. Consent Agenda (including approval of minutes of previous meeting(s),
 - 4. Consideration and possible action on items removed from the Consent Agenda,
 - 5. Public discussion,
 - 6. Reports from Officers and Staff,
 - 7. Unfinished business,
 - 8. New business,
 - 9. Announcements, and,
 - 10. Adjournment.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

Section 3. Order of business at annual meetings.

- a. The order of business at annual meetings of this body shall be:
 1. Call to order,
 2. Roll call,
 3. Election of Officers,
 4. Consent Agenda (including approval of minutes of previous meeting(s),
 5. Consideration and possible action on items removed from the Consent Agenda,
 6. Public discussion,
 7. Reports from Officers and Staff,
 8. Unfinished business,
 9. New business,
 10. Announcements, and,
 11. Adjournment.

Section 4. Quorum.

- a. A majority of the members of this body constitute a quorum to conduct business at all meetings.
- b. In the event that a member is unable to attend a meeting of this body, the absent member may participate by electronic or other means of communication.

Section 5. Special meetings.

- a. Special meetings of this body may be called by the Chairman or any two members of this body or by the City Manager. No other business may be transacted at a special meeting except that for which the special meeting is called.
- b. Members shall be provided at least twenty-four (24) hours prior written notice of any special called meeting. Such notice shall also include a written agenda for said meeting. Said notice shall be published at Lakeland City Hall and provided to the membership of this Board by electronic or other means as necessary.

Section 6. Cancellation of a regularly scheduled meeting.

- a. A regularly scheduled meeting of this body may be cancelled for good cause by the City Manager. Any business scheduled to take place at such cancelled meeting shall be continued until the next regularly scheduled meeting of this body unless a special meeting is called pursuant to these bylaws to consider any such business prior to the next regularly scheduled meeting of this body.

BYLAWS OF THE LAKELAND COMMUNITY ADVISORY BOARD

ARTICLE 6. COMMITTEES / SUB-COMMITTEES.

Section I. This body shall not have the authority to establish committees or sub-committees of the body as a whole.

ARTICLE 7. PARLIAMENTARY AUTHORITY.

Section I. The rules contained in Robert's Rules of Order Newly Revised, 10th Edition, shall govern meetings where they are not in conflict with the bylaws, rules of order, or other rules of this body.

ARTICLE 8. AMENDMENTS AND/OR REPEAL.

Section I. These rules may be amended by a two-thirds majority vote of the membership of the Community Advisory Board at any time by placing on the agenda of any regular meeting an item for their amendment or by Special Meeting called for that purpose as set forth therein. All action shall be subject to review by the City Manager, and may, for substantive matters, require BOC approval.

Lakeland Community Advisory Board By-Laws

Adopted: _____

Community Advisory Board Chairman

Date

Community Advisory Board Secretary

Date

Michael Walker, Interim City Manager

Date

Debra Murrell, City Recorder

Date



Board of Commissioners

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - receiving report on debt obligation of the City of Lakeland, Tennessee, for General Obligation Refunding Bonds, Series 2022, as authorized by the Lakeland Board of Commissioners on November 4, 2019.
Sponsored by Michael Walker

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends approval of resolution R-71-2022, receiving the report and required filings on debt obligation as part of the process of closing on the USDA Rural Development bonds for the LSS high school facility project.

BUDGET IMPACT

There is no budgetary impact of this resolution.

DISCUSSION

As with prior bond closings and refundings, this resolution and related attachments are for informational and legal compliance purposes.

RESOLUTION R-71-2022

RESOLUTION RECEIVING REPORT ON DEBT OBLIGATION OF THE CITY OF LAKELAND, TENNESSEE, FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022, AS AUTHORIZED BY THE LAKELAND BOARD OF COMMISSIONERS ON NOVEMBER 4, 2019

WHEREAS, the City Manager of the City of Lakeland, Tennessee (the “City”), presents Reports on Debt Obligation, Form CT-0253, as needed to the Board of Commissioners of the City of Lakeland (the “Board”), and

WHEREAS, the Board authorized by Resolution on November 4, 2019, the issuance of General Obligation Refunding Bonds, Series 2022 (the “Bonds”), to the United States of America Department of Agriculture, acting through Rural Development, for the purpose of, *inter alia*, financing a portion of the costs of construction of a high school and refinancing the City’s outstanding General Obligation Bond Anticipation Note, Series 2019, issued by the City in the original principal amount of \$43,500,000 on December 12, 2019 (the “Refunded Note”); and

WHEREAS, the Refunded Note was issued for the purpose of providing construction financing for a new high school and related facilities; and

WHEREAS, following submission to the Board, the Report on Debt Obligation will be filed with the State Comptroller’s Office as required for disclosure of debt obligations in compliance with T.C.A. § 9-21-134(c)(2).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND:

That the Report on Debt Obligation for disclosure of the issuance of the Bonds by the City, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby received and filed.

Passed and Adopted by the Board of Commissioners of Lakeland, Tennessee, this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell,
City Recorder

INSTRUCTIONS FOR PREPARATION OF
FORM CT-0253: REPORT ON DEBT OBLIGATION ("Report")

Note: The Report must be prepared for all debt obligations issued or entered into by any public entity and filed with the Governing Body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee ("OSLF"). The purpose for the Report is to provide clear and concise information to members of the governing or legislative body who authorized and are responsible for debt that has been issued. Conduit issuers must complete a Report even if costs and responsibilities are paid or assumed by a non-governmental borrower.

For a draw down borrowing program, including but not limited to commercial paper programs or the State Revolving Fund loan program ("Borrowing Program"), in which the maximum principal amount of the program or loan is established, but will not be drawn upon until a future date, the Governing Body may elect to file a Report at the time of establishment of the program (with disclosures as if the entire amount has been issued). In other words, the Report can be filed for a commercial paper program in the maximum amount authorized ("Initial Report") and an additional Report is not needed each time the commercial paper is issued within the maximum amount authorized by the established program. As an alternative, the Governing Body could also submit a Report for each draw on the Borrowing Program.

The Governing Body must decide what ongoing disclosures it wishes to receive regarding the Borrowing Program, such as updated payment schedules when funds are drawn. These ongoing disclosures should occur on a frequency no less than annually and should follow the same process as with a Report. Copies of these updates to the Initial Report may (but are not required to) be filed with the OSLF

This Report has been approved by the State Funding Board pursuant to TCA Section 9-21-151(c)(1) and must be used. Responses (including "Not Applicable" or NA) are required for all questions; Reports without responses to each question will be deemed non-compliant under TCA Section 9-21-151, returned to the public entity, and the public entity will be included on the discovery list. **Any entity failing to comply within 15 days will be placed on the list of nonresponsive entities and pursuant to that Section will be legally unable to enter into any additional debt obligations until compliance is achieved.** Definitions are included at the end of these Instructions.

1. Public Entity

Include the full name and address of the public entity issuing the debt (this is NOT the bank or the lending institution). Provide the name of the debt issue (such as "Police Car Three-Year Capital Outlay Notes, Series 2013"). If this is an interfund loan, indicate the borrowing fund.

If the Governing Body has elected to receive an Initial Report for a Borrowing Program, then attach a copy of a draft form the Governing Body will use for its annual updates to the Initial Report. Such form should include a schedule similar to #10 of the Report.

2. Face Amount

Indicate the face or par amount of debt issued and the amount of any premium or discount. When debt is issued in multiple series of bonds (for example Revenue Bonds Series 2013-A and 2013-B), the Governing Body may file a separate Report for each series or file a consolidated Report. Separate Reports should be used if consolidated reporting does not provide transparent disclosure.

3. Interest Cost

Indicate the interest rate percentage and method used to determine the rate and whether the debt is federally tax-exempt or taxable. If the rate is variable, indicate the first assigned rate specifying the formula for calculating (such as the index plus spread) or that the rate is established by a remarketing agent. Add-on fees should be disclosed in Item 12- Recurring Costs.

4. Debt Obligation

Identify the type of debt obligations being issued:

- Notes: bond anticipation note (BAN), capital outlay note (CON), tax and revenue anticipation note (TRAN), revenue anticipation note (RAN), capital revenue anticipation note (CRAN), or grant anticipation note (GAN). **If any of the notes listed above are issued pursuant to the Local Government Public Obligations Act (TCA Section 9-21-101 et seq.), enclose a copy of the executed note with the copy filed with OSLF.**
- Bonds
- Capital leases (including Certificates of Participation and Lease/purchase agreements)
- Loan agreements pursuant to a federal or state loan program or with a public building authority, such as the State Revolving Fund, the Energy Efficient Schools Initiative, or Rural Economic Development Loans and Grants (USDA REDLG).

5. Ratings

Specify the rating(s) the debt has been assigned, or indicate that the debt is unrated.

6. Purpose

Indicate the purpose(s) of the debt issue, the percentage of the amount of debt issued in each category, and a brief description of the project(s) or use. If final percentages have not been determined, use reasonable estimates.

7. Security

Indicate the security for the repayment of the debt obligation. Annual appropriations are applicable ONLY to capital lease/lease purchase obligations.

8. Type of Sale

Indicate whether the debt was sold through a competitive sale, negotiated sale, informal bid, or as an agreement under a loan program. If the debt is a loan agreement, specify the name of the loan program. If the debt is an interfund loan, specify the lending fund.

9. Date

The “dated date” is the date that interest begins to accrue on the obligation or the date that value begins to increase or accrete. The “issue or closing date” is the date that proceeds of the debt obligation are received by the public entity.

10. Maturity Dates, Amounts and Interest Rates*

Indicate each year that principal is paid, the principal amount maturing in each year and the interest rate for that maturity. **If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years or (3) debt service payments are not level throughout the retirement period, then YOU MUST PREPARE AND ATTACH a cumulative repayment schedule (grouped in 5 year increments, out to 30) including this and all other entity debt then outstanding secured by the same source. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source. The format to use follows:**

	THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total		Year	Cumulative Principal	% Total
1	\$	%		1	\$	%
5				5		
10				10		
15				15		
20				20		
25				25		
30				30		

*This section is not applicable to an Initial Report for a Borrowing Program.

11. Costs of Issuance

Indicate all costs incurred in the initial issuance of the debt, rounded to the nearest dollar. Related costs that may recur on a periodic basis while the debt is outstanding are reported in #12. Include with professional fees any expenses billed by the professional, such as long distance calls or printing costs. If the financial advisor fee includes any other costs such as legal, printing, or rating fees, these costs should be itemized separately. If there are fees and costs that are not identified by categories shown on the form, indicate these in the “other costs” category; this may be aggregated only if this amount is less than \$5,000. Pro-rate the issuance costs on each Report if multiple series are reported on separate forms.

12. Recurring Costs

List the ongoing or recurring costs involved in connection with remarketing, liquidity, and credit enhancement, specifying any periodic fees and charges that may be incurred on a per transaction basis. Indicate any sponsorship, program, or administrative fees. If the periodic fees are not based on the outstanding principal balance of debt, please specify how the fees are calculated.

13. Disclosure Document/Official Statement

If applicable, provide a link to the document filed with the Electronic Municipal Market Access system or “EMMA” or attach a copy of the final disclosure or official statement.

14. Continuing Disclosure Obligations

Indicate if the public entity previously has agreed to make any continuing disclosures and if the entity agreed to any continuing disclosure obligations in connection with this debt. Indicate the date the annual disclosure is due. Identify the individual responsible for making the disclosures.

15. Written Debt Management Policy

Indicate the Governing Body’s approval date of the current version of the written debt management policy and whether the debt complies with the policy and is clearly authorized by the policy.

16. Written Derivative Management Policy

If a Derivative is related to the debt obligation, indicate the Governing Body’s approval date of the current version of the written Derivative Policy, the date of the Letter of Compliance, and whether the Derivative complies with the Policy and is clearly authorized by the Policy.

17. Submission of Report

The Report must be filed with the Governing Body not later than forty-five (45) days after the issuance or execution of a debt obligation by or on behalf of any Public Entity and with a copy to the Director of the OSLF. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled meeting within forty-five (45) days, deliver the Report to each member and list the date of the next scheduled meeting at which the Report will be presented. **Public Entities that fail to comply with the requirements of TCA Section 9-21-151 will not be allowed to enter into any further Debt Obligations or Derivatives until they have complied with the law.**

18. Signatures

The authorized representative is the chief executive officer of the Public Entity. If the Report is prepared by someone other than the authorized representative, indicate in the space provided. **However, the authorized representative must still sign the Report and is certifying the accuracy of the information included.**

DEFINITIONS

“Borrowing Program” means a draw down borrowing program, in which the maximum principal amount of the program or loan is established, but will not be drawn upon until a future date. Examples are commercial paper programs and the State Revolving Fund loan program.

“Chief Executive Officer” means County Executive, County Mayor, Mayor, President, or Chairman.

“Debt obligation” means bonds, notes, capital leases, loan agreements, and any other evidence of indebtedness lawfully issued, executed or assumed by a Public Entity.

“Derivative” means an interest rate agreement, as defined in TCA Section 9-22-103 and other transactions identified by the State Funding Board.

“Finance transaction” means debt obligations, derivatives, or both.

“Governing body” means the legislative body of any public entity or any other authority charged with the governing of the affairs of any public entity.

“Initial Report” means a Report filed at the time of establishment of a Borrowing Program (with disclosures as if the entire amount has been issued).

“NIC” means net interest cost and “TIC” means true interest cost.

“Public entity” means the state, a state agency, a local government, a local government instrumentality, or any other authority, board, district, instrumentality, or entity created by the state, a state agency, local government, a local government instrumentality, or combination, thereof.

INCORRECT OR INCOMPLETE FORMS WILL BE RETURNED
AND THE PUBLIC ENTITY WILL BE DEEMED NOT IN COMPLIANCE WITH TCA SECTION 9-21-151.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	City of Lakeland, Tennessee
Address	10001 Highway 70
	Lakeland, Tennessee 38002
Debt Issue Name:	General Obligation Refunding Bonds, Series 2022
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	\$ 45,205,500.00
Premium/Discount:	\$ 0.00

3. Interest Cost:	2.5131 %	☒ Tax-exempt	☐ Taxable	
☒ TIC	☐ NIC			
☐ Variable:	Index _____ plus _____ basis points; or			
☐ Variable: Remarketing Agent	_____			
☐ Other:	_____			

4. Debt Obligation:		
☐ TRAN	☐ RAN	☐ CON
☐ BAN	☐ CRAN	☐ GAN
☒ Bond	☐ Loan Agreement	☐ Capital Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").		

5. Ratings:		
☒ Unrated		
Moody's _____	Standard & Poor's _____	Fitch _____

6. Purpose:					
☐ General Government _____ % ☒ Education 3.58 % ☐ Utilities _____ % ☐ Other _____ % ☒ Refunding/Renewal 96.42 %	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th style="padding: 2px;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Construction of high school and related facilities</td> </tr> <tr> <td style="padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;">Refunding of Bond Anticipation Note, Series 2019</td> </tr> </tbody> </table>	BRIEF DESCRIPTION	Construction of high school and related facilities		Refunding of Bond Anticipation Note, Series 2019
BRIEF DESCRIPTION					
Construction of high school and related facilities					
Refunding of Bond Anticipation Note, Series 2019					

7. Security:	
☒ General Obligation ☐ Revenue ☐ Annual Appropriation (Capital Lease Only)	☐ General Obligation + Revenue/Tax ☐ Tax Increment Financing (TIF) ☐ Other (Describe): _____

8. Type of Sale:	
☐ Competitive Public Sale ☒ Negotiated Sale ☐ Informal Bid	☐ Interfund Loan ☐ Loan Program Negotiated sale to USDA.

9. Date:	
Dated Date: 06/22/2022	Issue/Closing Date: 06/22/2022

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
ATTACHED	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 30,000	PFM Financial Advisors LLC
Legal Fees	\$ 0	
Bond Counsel	\$ 30,000	Butler Snow LLP
Issuer's Counsel	\$ 7,500	Patterson Bray PLLC
Trustee's Counsel	\$ 0	
Bank Counsel	\$	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 67,500	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:
☒ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:
☒ None Prepared

☐ EMMA link _____ or

☐ Copy attached
14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes

☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes

☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

12/15/2016

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes

☐ No
16. Written Derivative Management Policy:
☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes

☐ No
17. Submission of Report:

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLF:

on _____

either by:

☐ Mail to:

 Cordell Hull Building
 425 Fifth Avenue North, 4th Floor
 Nashville, TN 37243-3400

OR

☒ Email to:

SLF.PublicDebtForm@cot.tn.gov
18. Signatures:**AUTHORIZED REPRESENTATIVE****PREPARER**

Name

Mike Cunningham, MayorMichael Bradshaw

Title

City of Lakeland, TennesseeAttorney

Firm

City of Lakeland, TennesseeButler Snow LLP

Email

mcunningham@lakelandtn.orgmichael.bradshaw@butlersnow.com

Date

ATTACHMENT TO FORM CT-0253 REPORT ON DEBT OBLIGATION

Relating to

\$45,205,500

City of Lakeland, Tennessee

General Obligation Refunding Bonds

Series 2022

8. **Type of Sale:** The above-captioned Bonds (the “Bonds”) represent a loan to the City under the United States Department of Agriculture’s (“USDA”) Rural Development loan program.
10. **Maturity Dates, Amounts, and Interest Rates:** The USDA loan is represented by five (5) Bonds issued to USDA, each of which matures June 22, 2062. See attached amortization schedule and cumulative repayment schedule. Note that the attached amortization schedule provided by the City’s financial advisor differs slightly from the actual annual payment amounts provided by USDA, resulting in the financial advisor’s amortization schedule providing for total payments over 40 years of \$72,033,486.93, while total payments over 40 years based on the annual payment amounts provided by USDA are \$72,039,520.00, a difference of \$6,033.07.

64700157.v1

BOND DEBT SERVICE BREAKDOWN

City of Lakeland, Tennessee

USDA 2022 Loan

Preliminary, Subject to Change

Accrued Interest through 6/22/22 was paid in advance of closing

Period Ending	USDA 2022 Loan 1	USDA 2022 Loan 2	USDA 2022 Loan 3	USDA 2022 Loan 6	USDA 2022 Loan 7	Total
06/22/2023	394,383.03	390,399.02	386,416.01	314,828.98	314,809.48	1,800,836.52
06/22/2024	394,383.08	390,399.71	386,416.27	314,829.63	314,809.29	1,800,837.98
06/22/2025	394,382.94	390,399.37	386,415.81	314,829.44	314,809.36	1,800,836.92
06/22/2026	394,383.53	390,399.62	386,415.64	314,829.60	314,809.69	1,800,838.08
06/22/2027	394,383.08	390,399.08	386,416.09	314,828.82	314,809.15	1,800,836.22
06/22/2028	394,383.35	390,399.07	386,415.80	314,829.27	314,809.77	1,800,837.26
06/22/2029	394,382.78	390,399.75	386,415.70	314,828.96	314,809.68	1,800,836.87
06/22/2030	394,383.18	390,399.15	386,416.04	314,829.54	314,809.42	1,800,837.33
06/22/2031	394,383.26	390,399.34	386,415.27	314,829.06	314,809.22	1,800,836.15
06/22/2032	394,383.12	390,399.45	386,415.68	314,829.39	314,809.68	1,800,837.32
06/22/2033	394,383.53	390,399.80	386,416.04	314,829.28	314,809.85	1,800,838.50
06/22/2034	394,383.23	390,399.25	386,416.24	314,829.66	314,809.42	1,800,837.80
06/22/2035	394,383.19	390,399.89	386,415.48	314,829.51	314,809.51	1,800,837.58
06/22/2036	394,383.61	390,399.67	386,415.61	314,829.13	314,809.40	1,800,837.42
06/22/2037	394,382.83	390,399.92	386,415.97	314,829.79	314,809.35	1,800,837.86
06/22/2038	394,382.63	390,399.75	386,415.83	314,829.80	314,809.60	1,800,837.61
06/22/2039	394,383.46	390,399.26	386,416.06	314,829.33	314,809.41	1,800,837.52
06/22/2040	394,382.67	390,399.38	386,416.11	314,828.92	314,809.28	1,800,836.36
06/22/2041	394,383.52	390,399.81	386,416.07	314,829.63	314,809.31	1,800,838.34
06/22/2042	394,383.17	390,399.31	386,415.44	314,828.90	314,809.77	1,800,836.59
06/22/2043	394,382.83	390,399.34	386,415.71	314,829.73	314,808.95	1,800,836.56
06/22/2044	394,382.65	390,399.14	386,415.62	314,829.60	314,809.11	1,800,836.12
06/22/2045	394,383.55	390,399.65	386,415.71	314,829.19	314,809.06	1,800,837.16
06/22/2046	394,383.09	390,399.47	386,415.82	314,828.91	314,809.05	1,800,836.34
06/22/2047	394,383.39	390,399.27	386,416.04	314,829.27	314,809.76	1,800,837.73
06/22/2048	394,383.56	390,399.29	386,415.91	314,829.03	314,809.81	1,800,837.60
06/22/2049	394,383.17	390,399.96	386,415.66	314,829.50	314,809.68	1,800,837.97
06/22/2050	394,383.44	390,399.70	386,415.78	314,828.81	314,809.30	1,800,837.03
06/22/2051	394,383.11	390,399.54	386,415.90	314,829.19	314,809.03	1,800,836.77
06/22/2052	394,382.94	390,399.72	386,415.37	314,829.16	314,809.40	1,800,836.59
06/22/2053	394,383.51	390,399.46	386,415.35	314,829.28	314,808.90	1,800,836.50
06/22/2054	394,382.62	390,399.79	386,415.99	314,828.96	314,808.95	1,800,836.31
06/22/2055	394,382.79	390,399.66	386,415.57	314,829.60	314,808.96	1,800,836.58
06/22/2056	394,383.31	390,399.87	386,416.32	314,829.35	314,809.17	1,800,838.02
06/22/2057	394,383.24	390,399.65	386,416.04	314,829.09	314,809.36	1,800,837.38
06/22/2058	394,383.52	390,399.80	386,416.16	314,829.70	314,809.44	1,800,838.62
06/22/2059	394,383.06	390,399.42	386,415.74	314,829.16	314,809.25	1,800,836.63
06/22/2060	394,383.43	390,399.45	386,415.48	314,828.90	314,809.42	1,800,836.68
06/22/2061	394,383.62	390,399.00	386,415.37	314,829.12	314,809.16	1,800,836.27
06/22/2062	394,383.06	390,399.94	386,415.78	314,829.77	314,809.29	1,800,837.84
	15,775,327.08	15,615,980.72	15,456,632.48	12,593,171.96	12,592,374.69	72,033,486.93

BOND DEBT SERVICE

City of Lakeland, Tennessee

USDA 2022 Loan

Preliminary, Subject to Change

Accrued Interest through 6/22/22 was paid in advance of closing

Period Ending	Principal	Coupon	Interest	Debt Service
06/22/2023	670,699	2.500%	1,130,137.52	1,800,836.52
06/22/2024	685,426	2.500%	1,115,411.98	1,800,837.98
06/22/2025	706,613	2.500%	1,094,223.92	1,800,836.92
06/22/2026	722,269	2.500%	1,078,569.08	1,800,838.08
06/22/2027	740,324	2.500%	1,060,512.22	1,800,836.22
06/22/2028	756,922	2.500%	1,043,915.26	1,800,837.26
06/22/2029	779,632	2.500%	1,021,204.87	1,800,836.87
06/22/2030	797,247	2.500%	1,003,590.33	1,800,837.33
06/22/2031	817,177	2.500%	983,659.15	1,800,836.15
06/22/2032	835,841	2.500%	964,996.32	1,800,837.32
06/22/2033	860,233	2.500%	940,605.50	1,800,838.50
06/22/2034	880,010	2.500%	920,827.80	1,800,837.80
06/22/2035	902,010	2.500%	898,827.58	1,800,837.58
06/22/2036	922,953	2.500%	877,884.42	1,800,837.42
06/22/2037	949,199	2.500%	851,638.86	1,800,837.86
06/22/2038	971,364	2.500%	829,473.61	1,800,837.61
06/22/2039	995,648	2.500%	805,189.52	1,800,837.52
06/22/2040	1,019,107	2.500%	781,729.36	1,800,836.36
06/22/2041	1,047,402	2.500%	753,436.34	1,800,838.34
06/22/2042	1,072,201	2.500%	728,635.59	1,800,836.59
06/22/2043	1,099,006	2.500%	701,830.56	1,800,836.56
06/22/2044	1,125,244	2.500%	675,592.12	1,800,836.12
06/22/2045	1,155,798	2.500%	645,039.16	1,800,837.16
06/22/2046	1,183,507	2.500%	617,329.34	1,800,836.34
06/22/2047	1,213,096	2.500%	587,741.73	1,800,837.73
06/22/2048	1,242,401	2.500%	558,436.60	1,800,837.60
06/22/2049	1,275,449	2.500%	525,388.97	1,800,837.97
06/22/2050	1,306,369	2.500%	494,468.03	1,800,837.03
06/22/2051	1,339,028	2.500%	461,808.77	1,800,836.77
06/22/2052	1,371,718	2.500%	429,118.59	1,800,836.59
06/22/2053	1,407,519	2.500%	393,317.50	1,800,836.50
06/22/2054	1,441,984	2.500%	358,852.31	1,800,836.31
06/22/2055	1,478,034	2.500%	322,802.58	1,800,836.58
06/22/2056	1,514,462	2.500%	286,376.02	1,800,838.02
06/22/2057	1,553,302	2.500%	247,535.38	1,800,837.38
06/22/2058	1,591,681	2.500%	209,157.62	1,800,838.62
06/22/2059	1,631,471	2.500%	169,365.63	1,800,836.63
06/22/2060	1,672,022	2.500%	128,814.68	1,800,836.68
06/22/2061	1,714,217	2.500%	86,619.27	1,800,836.27
06/22/2062	1,756,915	2.500%	43,922.84	1,800,837.84
	45,205,500		26,827,986.93	72,033,486.93

Cumulative Repayment Schedule

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	670,699	1.5%	1	44,685,761	42.6%
5	3,525,331	7.8%	5	48,841,849	46.6%
10	7,512,150	16.6%	10	54,613,606	52.1%
15	12,026,555	26.6%	15	61,106,416	58.3%
20	17,132,277	37.9%	20	68,136,860	65.0%
25	22,908,928	50.7%	25	75,848,440	72.4%
30	29,443,893	65.1%	30	84,532,846	80.7%
35	36,839,194	81.5%	35	94,315,879	90.0%
40	45,205,500	100.0%	40	104,774,124	100.0%



Board of Commissioners

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - approving the funding agreement between the City of Lakeland and the Lakeland Area Chamber of Commerce for fiscal year 2022-2023.
Sponsored by Michael Walker

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends approval of the attached resolution and funding agreement.

BUDGET IMPACT

The contributions to the Lakeland Area Chamber of Commerce outlined in the related agreement are included/appropriated in the FY2023 Annual Budget.

DISCUSSION

There are no changes in this agreement from the agreement from prior fiscal years. The funding level remains as appropriated, and the agreement covers the current fiscal year.

RESOLUTION R-64-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FUNDING AGREEMENT BETWEEN THE CITY OF LAKE LAND AND
THE LAKE LAND AREA CHAMBER OF COMMERCE FOR FISCAL YEAR 2022-2023

RESOLVED; that the Board of Commissioners of the City of Lakeland, Tennessee authorizes the Mayor to execute an Agreement with the Lakeland Area Chamber of Commerce, attached as “2022-2023 Funding Agreement Between the City of Lakeland and the Lakeland Area Chamber of Commerce.”

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 7th day of July, 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

**2022-2023 FUNDING AGREEMENT BETWEEN THE CITY OF LAKELAND AND
THE LAKELAND AREA CHAMBER OF COMMERCE**

THIS AGREEMENT is entered into this 7th day of July, 2022, by and between the **CITY OF LAKELAND**, a Tennessee municipal corporation established under the laws of the State of Tennessee (hereinafter referred to as "the City") with a principal address of 10001 Highway 70, Lakeland, Tennessee, 38002, and **The Lakeland Area Chamber of Commerce**, a not-for-profit Tennessee corporation (hereafter referred to as "the Agency"), with a principal address of 10001 Highway 70, Lakeland, Tennessee, 38002.

WITNESSETH

WHEREAS, the Lakeland Area Chamber of Commerce exists to promote 1) Business Advocacy by assisting in identifying and eliminating challenges within the business community at large; 2) Economic Development by serving as effective private sector partners for the community and public sector partners in utilizing resources with greater flexibility and confidentiality; 3) Marketing of the community at large in local and out-bound promotional programs for the community as a place to live and work; and 4) Community development by serving as an important voice in supporting community development projects in a cost effective and independent manner; and

WHEREAS, the Chamber has applied to the City for funds for contracted services in order to provide such services and/or programs as are set forth in Exhibit "A" attached hereto (hereinafter "Services") and incorporated herein by this reference; and

WHEREAS, the City and Chamber have determined that the public will benefit from such Services in order to promote the general health, welfare and/or safety of the community and that the provision of such Services is in the best interests of the City, and, to that end, the City has appropriated funds to be paid to the Agency for such Services; and

WHEREAS, the Agency commits to making available the necessary qualified and trained personnel, resources, materials and supplies to perform such Services as set forth in this Agreement; including, but not limited to, a part- time coordinator, professional economic development consulting, and an independent Board of Directors; and

WHEREAS, the City desires to enter into an agreement with the Agency whereby the Agency will receive and disburse said funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **FUNDING.** The City has appropriated for the period commencing July 1, 2022, and ending June 30, 2023, in monthly installments of \$2,000 to be administered and disbursed by the Agency solely for the purposes set forth herein (hereinafter "Funds"). The Agency will also possess the ability to seek/request reimbursable expenses other incidental from the City (for example, travel expenses, promotional material design and duplication, etc.). The Agency hopes

for a continued funding relationship from the City of Lakeland as is the traditional arrangement between other municipalities and their local chambers within Shelby County as we continue to prove the value of the Agency's efforts to the City and community; however, the Agency will continue to solicit financial contributions, grants, appropriations, sponsorships, public and private government funding, and in-kind contributions to support the organization, with a long-term goal to generate majority funding from those sources and narrative updates will be provided to this end within our regular reporting measures (Exhibit "B").

3. **PAYMENTS.** Under the terms and conditions of this Agreement, the City agrees to contribute the Funds to the Agency in monthly installments, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City. Payments by the City shall be contingent upon the following:

- (a) receipt and approval by the City of the reports specified in Paragraph 4 of this Agreement;
- (b) inclusion of the oversight provisions in sub-recipient agreements as set forth in Paragraph 7 of this Agreement;
- (c) compliance with such other reporting and administrative requirements specifically set forth in Exhibit "B" of this Agreement; and
- (d) continuing faithful performance of all of the provisions of this Agreement by the Agency.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** The City shall use the Performance Measures listed in Exhibit "A" to determine the effectiveness of the Services provided by the Agency. The Agency agrees to submit progress and financial reports on a quarterly basis in accordance with the schedule in Exhibit "B", which shall be consistent with the Services and Performance Measures, and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City.

5. **BOARD MEETINGS.** A member of City staff, designated by the City Manager, shall be permitted to attend board meetings, upon request to do so. The City shall receive electronic copies of Chamber Board Meeting minutes after each meeting (normally monthly).

6. **NONPROFIT STATUS.** The Agency shall maintain its corporate, non-profit status in the State of Tennessee and will pursue and secure 501(c)6 status with the Federal Internal Revenue Service for the term of this Agreement. If the Agency should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City within ten (10) days of the event. Upon such an event, the City reserves the right to immediately terminate this Agreement and discontinue distribution of Funds to the Agency.

7. **NONDISCRIMINATION.** The Agency agrees to provide the Services without regard to race, color, creed, sex, age, national origin, or disability.

8. **ACCOUNTING.** The Agency shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection by the City or by the City's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement.

9. **MONITORING.** The Agency shall permit the City to monitor the Services and the Agency's records and facilities, and/or interview the Agency's clients or employees in order to ensure compliance with the terms of this Agreement. The Agency shall, to assist monitoring of its program, provide to the City or the City's designee access to all client records and such other information as the City may deem necessary. The Agency shall interact with City economic development staff during regular hours of business for the purposes of continual monitoring of this agreement, and to coordinate mutual program activities.

10. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing July 1, 2022 and terminating June 30, 2023. This agreement will be reviewed annually with the potential for reapplication for support in the City of Lakeland's Budgeting Cycle.

11. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

12. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Agency's failure to provide the Services in accordance with the terms and conditions of this Agreement;
- (b) Agency makes a material representation in any certification or communication submitted by the Agency to the City in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City to be false, misleading, or incorrect in any material manner; or
- (c) Agency's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City shall have the authority to terminate this Agreement and discontinue the Funds and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law.

13. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Tennessee. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

15. **NONASSIGNABILITY.** The Agency may not assign its rights hereunder without the prior written consent of the City. Failure to comply with this section may result in immediate termination of this Agreement.

16. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

17. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Shelby County, Tennessee and shall be governed by the laws of the State of Tennessee. The Agency agrees to notify the City of an occurrence of any incident or action filed against the agency, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

18. **CORPORATE TABLES.** The Agency agrees that, if it holds any fund raising events during the term of this Agreement at which "corporate tables" are sold, the City shall receive a table without cost in consideration of the contribution provided to the Agency under this Agreement.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist. This Agreement may only be modified in writing, signed by both parties.

21. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: City of Lakeland
Attn: City Manager
10001 Highway 70
Lakeland, TN 38002

Agency: Lakeland Area Chamber of Commerce
Wil Ashworth, President
10001 Highway 70
Lakeland, TN 38002

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF LAKELAND, TENNESSEE

By:

Mayor

By:

City Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

PERSONALLY APPEARED before me, the undersigned authority, MAYOR MIKE CUNNINGHAM, well known to me, and known to me to be the Mayor of the City of Lakeland,

And MR. MICHAEL WALKER, well known to me, and known to me to be the City Manager of the City of Lakeland, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Lakeland as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2022.

NOTARY PUBLIC _____

Print Name: _____

My Commission Expires: _____

**THE LAKELAND AREA CHAMBER OF
COMMERCE**

By: _____

President

Federal I.D. No. : _____

**STATE OF TENNESSEE
COUNTY OF SHELBY**

PERSONALLY APPEARED before me, the undersigned authority, Wil Ashworth, well known to me, and known to me to be the President of the Lakeland Area Chamber of Commerce and acknowledged before me that he executed the foregoing instrument on behalf of the Lakeland Area Chamber of Commerce as its true act and deed, and that he was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2022.

NOTARY PUBLIC _____

Print Name: _____

My Commission Expires: _____

EXHIBIT “A”

EXECUTIVE SUMMARY

The Lakeland Economic Development (LED) initiative is designed as an endeavor of the Lakeland Area Chamber of Commerce to work with the City of Lakeland, the Lakeland Economic Development Commission (EDC), and other constituents to promote and sustain economic development within the Lakeland Area. As a result of planning processes conducted by LED and other community groups, the Lakeland Chamber believes the most immediate (and promising) strategy is one to protect and grow opportunities within the business sector.

Support of Existing Businesses

The existing business community is a ready source for expansion and additional investment. The principal components of Chamber support would be to educate and organize existing businesses to support and provide a voice for community efforts for economic development and the implementation of the City of Lakeland’s Economic Development Strategic Plan. The existing business plan calls for existing businesses in Lakeland to be visited and engaged each year of the program. Our feedback has been that both the business and residential communities support this approach, but understand the need for organizational leadership, which this program would provide. The goal would be that at least 65% of the existing business community would be engaged in this program each year.

Areas of Service

Three broad areas of service have been identified to be offered as a value added benefit to the City of Lakeland:

- Business retention and expansion that will include a business visitation program
- Marketing/Promotion at various venues including special events, business conventions, publications, and public relations presence.
- Tourism

Other Efforts

The Chamber will document efforts toward increasing funding resources. The Chamber will provide in its quarterly reports the use of funds provided by the City, and other revenue generated by the Chamber to improve funding leverage (for example, in grant-writing, etc.).

EXHIBIT “B”

REPORTING

The Chamber will report progress toward the services in this agreement monthly at its regular Chamber board meetings.

The Chamber will have a representative appear regularly at the Lakeland Development Corporation Board meeting, which meets approximately monthly. Written quarterly reports, as noted below, will also be shared with this board.

A quarterly written activities summary is due to the City of Lakeland prior to the Board of Commissioners (BOC) Work Sessions in January, April, July, and October, and a corresponding quarterly Chamber appearance will be made at the Work Session, or at another BOC meeting as arranged through the BOC.

The quarterly reports shall include information on services provided using City of Lakeland funding.

Additional regular contact with Director of Planning will occur during business hours to provide for monitoring of services, and to coordinate shared efforts. The Director of Planning will appear approximately quarterly (or more often when needed) at the Chamber's regular board meetings, and may engage the Chamber board as necessary regarding services.

Mail or deliver the quarterly progress reports by mutually agreed means to:
City of Lakeland
Attn: City Manager
10001 Highway 70
Lakeland, TN 38002

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - approving an amendment to the Preliminary Development Plan for The Lake District. *Sponsored by the MPC, presented by Donald Anthony*

Staff Contact: Donald Anthony, Planning Director

STAFF RECOMMENDATION

The Lakeland Municipal Planning Commission (MPC) recommends approval of this item subject to the following conditions:

1. The applicant shall revise the lighting plan to incorporate bollards on the site plan and details sheets.
2. The applicant shall leave the scenic corridor buffer at fifty (50) feet and have MLGW describe the need for utilities in the buffer. At such time, the Board of Commissioners can reduce the buffer.

BUDGET IMPACT

This item will have no known impact on the City's annual budget.

DISCUSSION

The applicant, Yehuda Netanel, seeks approval of an amendment to the Preliminary Development Plan for The Lake District Planned Development. The amendment consists of three components: 1) a reduction in a portion of the scenic corridor buffer along Monroe Road; 2) a reduction in the width of the planting strip along residential streets in the development from seven feet to six feet; and 3) the removal of street lights from the residential portion of the development.

The MPC reviewed this item at its June 16, 2022, meeting and voted 6-0 to send this item forward to the Board of Commissioners with a conditional favorable recommendation. The staff report and accompanying exhibits provided to the MPC are attached. Additional exhibits provided by the applicant following the MPC meeting are attached as well. The new exhibits include: updated images of the scenic corridor buffer in its current state; a layout of the scenic corridor buffer showing the portion of the buffer that would be affected by utility work; and an image of proposed lighting bollards, which would be placed in private yards for street illumination in lieu of light posts in the public right-of-way.

RESOLUTION R-61-2022

A RESOLUTION APPROVING AN AMENDMENT TO THE PRELIMINARY
DEVELOPMENT PLAN FOR THE LAKE DISTRICT PLANNED DEVELOPMENT

WHEREAS, the Preliminary Development Plan for The Lake District Planned Development meets the general intent and spirit of the Zoning Ordinance and Subdivision Regulations and conforms to the Floodplain Management, Stream Management Buffer, and Tree Management Ordinances of the City of Lakeland, Tennessee; and

WHEREAS, on June 16, 2022, the City of Lakeland Municipal Planning Commission recommended approval of an Amendment to The Lake District Planned Development Preliminary Development Plan with the following conditions:

1. The applicant shall revise the lighting plan to incorporate bollards on the site plan and details sheets.
2. The applicant shall leave the scenic corridor buffer at fifty (50) feet and have MLGW describe the need for utilities in the buffer. At such time, the Board of Commissioners can reduce the buffer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, that the Amendment to the Preliminary Development Plan for The Lake District Planned Development be approved.

Passed and adopted by the Board of Commissioners of Lakeland, Tennessee, on this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, Mayor

ATTEST:

Debra Murrell, City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, June 16, 2022

Project: The Lake District Planned Development
Preliminary Development Plan Amendment

Staff Contact: Donald Anthony, Planning Director

PROJECT INFORMATION

Location: East side of Canada Road, south side of Interstate 40, west side of Monroe Road

Parcel ID: L0159 00595

Zoning District: C-2 (Regional Commercial District)

Neighborhood: Type 5

Site Area: 162.40 acres

Applicant: Yehuda Netanel, The Lake District

STAFF RECOMMENDATION

The applicant should provide adequate justification to the Planning Commission for the Preliminary Development Plan Amendment request. If the Planning Commission determines that a favorable recommendation to the Board of Commissioners is appropriate, then staff recommends the following conditions:

1. The applicant shall satisfy all staff comments, except those waived by the Planning Commission.
2. The applicant shall satisfy all Planning Commission comments.
3. The applicant shall satisfy all Conditions of Approval and Procedural Requirements listed in this Staff Report.

DISCUSSION

The applicant, Yehuda Netanel, seeks a favorable recommendation to the Board of Commissioners for an amendment to the Preliminary Development Plan for The Lake District Planned Development. The amendment includes three components: 1) a reduction in the width of a portion of the scenic corridor buffer along Monroe Road from 50 feet to 30 feet; 2) a reduction in the width of the planting strip along residential streets in the development from seven feet to six feet; and 3) removal of street lights from the residential portion of the development.

Project Background

The Lake District is a 162.40-acre mixed use development located along the east side of Canada Road, the south side of Interstate 40, and the west side of Monroe Road. Upon completion, the development will include: multiple commercial structures housing uses such as retail stores, restaurants, and hotels; 108 single-family attached (townhouse) dwelling units; 177 single-family detached dwelling units; 168 multi-family dwelling units; and 396 dwelling units in the Main Street mixed use section. A revised Preliminary Development Plan entitling the development was approved by the Board of Commissioners on December 12, 2019.

Description of Requested Amendment

The applicant has requested four changes to the approved Preliminary Development Plan:

1. Revise the land use entitlements for the project to replace a 38,000 square foot multi-screen theater with a 27,000 square foot retail supermarket.
2. Reduce the width of the scenic corridor buffer along a portion of Monroe Road from 50 feet to 30 feet.
3. Reduce the width of the planting strip along residential streets from seven feet to six feet.
4. Remove the requirement for street lights in the residential portion of the development.

The applicant's request regarding land use entitlements does not appear to necessitate any revision to the Preliminary Development Plan. While an earlier version of the Preliminary Development Plan included theater as a specific land use, the 2019 amendment was not as specific on types of commercial land uses. Rather, the area previously designated as a theater space is simply identified as C-2 Regional Commercial District on page 14 of the approved Preliminary Development Plan; page 34 of the accompanying Bulk Standards identifies Neighborhood Retail, General Retail, and Large Scale Retail as permitted by right in the C-2 district. Therefore, replacing a 38,000 square foot theater building with a 27,000 supermarket appears to be consistent with the approved Preliminary Development Plan. A rendering of the supermarket is included in this submittal for informational purposes; no action on the supermarket by the Planning Commission or Board of Commissioners is necessary at this time.

Three of the applicant's requests would necessitate an amendment to the Preliminary Development Plan: the proposed reduction in the width of the scenic corridor buffer; the proposed reduction in the width of the planting strips on residential streets; and the removal of street lights from the residential portion of the development. The following sections address each of these requests.

Request: Scenic Corridor Buffer Width Reduction

The proposed reduction in the width of the scenic corridor buffer would extend approximately 350 feet along Monroe Road from Lake Geneva Street on the north to Lake Sophia Street on the south. Per Article II, Section 8.C.9.a. of the Land Development Regulations, scenic corridor buffers are intended to *preserve and extend the existing landscape character adjacent to the street so that the result is a consistent native tree buffer*. Article II, Section 8.O.3. of the Lakeland Land Development Regulations establishes a minimum width of 50 feet for scenic corridor buffers. Article XIII of the approved Preliminary Development Plan for The Lake District includes the following:

Monroe Road is designated as a scenic corridor on the City's land use map and is lined with mature hardwood trees. This natural corridor will be protected with a 50-foot wide buffer to preserve the existing natural state. Some clearing of underbrush will be necessary to improve the health of the specimen trees located in this area, but the intent of this development is to preserve as many specimen trees as possible within the buffer.

The applicant has indicated that Memphis Light Gas and Water will need 20 feet along the east side of Lake Geneva Street between Lake Geneva Street and Lake Sophia Street for various utility infrastructure components. This will require a 20-foot reduction in the scenic corridor buffer along Monroe Road from 50 feet to 30 feet. The applicant attests that existing trees along Monroe Road in the subject area will not be harmed or removed for a depth of thirty feet from the Monroe Road right-of-way. An attached exhibit shows the area where the buffer would be disturbed and includes text that would be added to the Preliminary Development Plan pattern book upon approval by the Board of Commissioners.

Request: Planting Strip Width Reduction

Page 33 of the approved Preliminary Development Plan pattern book includes cross sections for the various road types found in The Lake District. The *Typical Residential Street* cross section includes a seven-foot planting strip on each side of the street between the drive lane and sidewalk. The seven-foot planting strip is intended to accommodate street trees and street lights. (Notably, the approved pattern book does not include a landscape plate for *Typical Residential Street*. Rather, page 20 includes a landscape plate for an *Urban Neighborhood Street*, which does not appear to fully correspond to any of the cross sections on page 33. This should be corrected in a revised pattern book.)

The applicant wishes to reduce the required width of the planting strip on residential streets from seven feet to six feet. The applicant contends that this will have no negative effects on street trees or street lighting. Reducing the width of the landscape strip would allow for a one-foot increase in front yard depth on residential properties.

Request: Remove Street Lights from Residential Portion

Exhibit S in the approved Preliminary Development Plan shows a particular type of decorative street lighting fixture to be installed throughout the residential portion of The Lake District. The applicant has indicated that he no longer wants to provide street lighting in the residential area. Rather, he will rely on lighting from porches and yards to illuminate the roadways. Street lighting is not required in bulk zoning districts by the Land Development Regulations; however, because the approved Preliminary Development Plan includes street lights on residential streets, this proposed amendment to the Preliminary Development Plan would be necessary in order to not install street lights.

Standards and Criteria for Planned Developments

While The Lake District Planned Development has already been approved, each amendment should be considered on its own merits. When making a recommendation to the Board of Commissioners, the Planning Commission should consider the standards set forth in Article I, Section 4.T.3.a. of the Land Development Regulations. These standards include:

1. Effect on surrounding property. The proposed development will not injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the City of Lakeland Comprehensive Plan and current development regulations.
2. Availability of facilities. Water supply, wastewater treatment and disposal, and stormwater drainage facilities are available and adequate to serve the proposed development.
3. Compatibility with surrounding uses. The location and arrangement of the structures, parking areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses. Any part of the proposed development not used for structures, parking, loading areas, or access ways shall be landscaped or otherwise improved except where natural features are such as to justify preservation.
4. Consistency with public interest. Any modification of the zoning or other regulations that would otherwise be applicable to the site are warranted by the design of the PDP and the amenities incorporated therein and are not inconsistent with the public interest.
5. Owners Association required. Homeowners' or property owners' associations or some other responsible party shall be required to maintain any and all common and open space and/or common elements, unless conveyed to a public body which agrees to maintain such areas.

EXAMPLE MOTIONS

1. Motion to recommend approval of The Lake District Planned Development Preliminary Development Plan Amendment to the Board of Commissioners subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
 - b. Conditions listed in the Staff Report
2. Motion to recommend approval of The Lake District Planned Development Preliminary Development Plan Amendment to the Board of Commissioners without conditions.
3. Motion to recommend denial of The Lake District Planned Development Preliminary Development Plan Amendment to the Board of Commissioners:
 - a. Reason for denial

PROCEDURAL REQUIREMENTS

1. The applicant shall submit a corrected electronic (PDF) version of the full Preliminary Development Plan pattern book to the Planning Department. All revisions shall be clouded on the plan. The applicant shall submit an accompanying letter confirming that all conditions imposed by the Planning Commission have been satisfied.



June 7, 2022

Donald Anthony, AICP
Planning Director
City of Lakeland
10001 U.S. Highway 70
Lakeland, TN 38002

RE: The Lake District – The Willows

A2H # 15109.01

Dear Mr. Anthony,

The Lake District is requesting the street tree planting zone in the residential area of the project be reduced from 7' to 6'. 6' is an acceptable width for the placement of street trees.

Sincerely,

A2H, Inc.

A handwritten signature in blue ink that reads 'Chet Winstead'. The signature is fluid and cursive, written over a horizontal line.

Chet Winstead, ASLA, PLA
Landscape Architect

Photos of Scenic Corridor Area – Northeastern Portion of The Lake District
Request to Reduce from 50 Feet to 30 Feet
Submitted by Yehuda Netanel, Applicant



Rendering of commercial structure replacing Malco Theater in The Lake District. Provided for informational purposes.



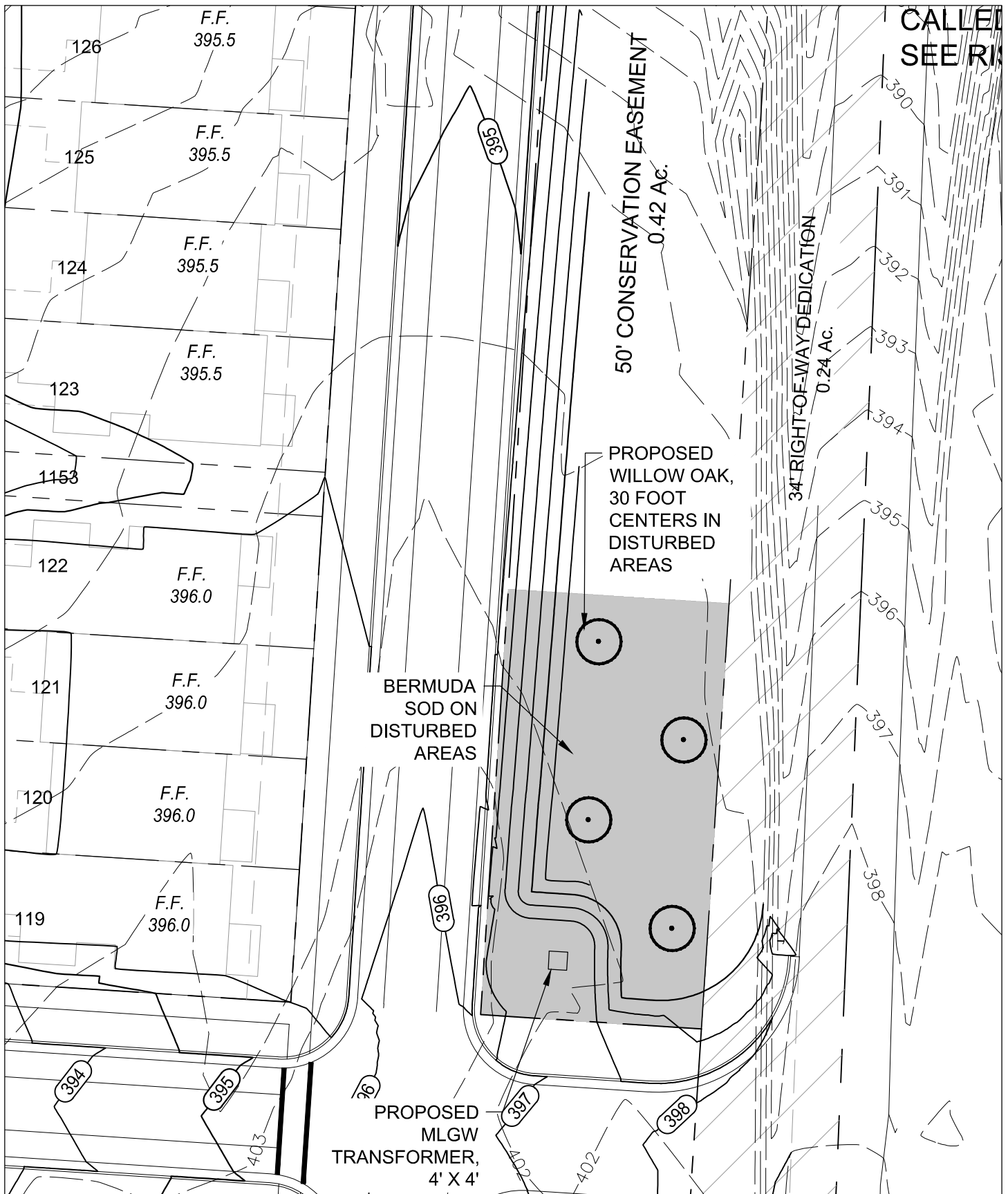
Additional Exhibits
The Lake District Planned Development
Preliminary Development Plan Amendment

Provided by Yehuda Netanel
June 28, 2022

List of Exhibits

1. Current Conditions on West Side of Conservation Easement Slope
2. Conservation Easement Encroachment
3. Example of Lighting Bollards





CALLED
SEE RI

A2H ENGINEERS
ARCHITECTS
PLANNERS

A2H, INC.
3009 DAVIES PLANTATION ROAD
LAKELAND, TN 38002
P. 901.372.0404
WWW.A2H.COM

**PHASE 9 - CONSERVATION AREA ACTIVITY - MLGW
ELECTRICAL EQUIPMENT**

THE LAKE DISTRICT

SCALE
1" = 30'

PROJECT NO.
15109.01

DATE
JUNE 22, 2022

**CONSERVATION
AERA - MLGW
EQUIPMENT**

C1.0
Page 65 of 125



Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - replacing the existing and adopting a new Parks and Recreation Facility Naming Policy for the City of Lakeland, Tennessee. *Sponsored by the PRB, presented by Patrick O'Mara*

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

STAFF RECOMMENDATION

City Staff presents the PRB's recommendation for approval of this resolution.

BUDGET IMPACT

There is no immediate budget impact.

DISCUSSION

The existing facility naming policy from 2009 (attached herein) required changes to be more robust and to include a process for community support/engagement in the process of naming City facilities.

This policy would create the framework for which a City of Lakeland Parks and Recreation Asset would be named in an honorary or memorial manner for an individual, organization, historical landmark, or other matter significant to the City.

Naming of a Parks and Recreation Park, Facility, or asset is intended to be permanent. This is distinguishable from a sponsorship naming in which an asset for sponsorship is for a specified period of time.

All naming requests will be presented to the Lakeland Board of Commissioners for final approval, and applicants must agree to fund the replacement or creation of all signage necessary for the name change.

RESOLUTION R-62-2022

A RESOLUTION REPLACING THE EXISTING AND ADOPTING A NEW PARKS AND RECREATION FACILITY NAMING POLICY FOR THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland, Tennessee, Parks and Recreation Board desires to implement a robust Facility Naming Policy, including guidelines for naming and related procedures including community support; and

WHEREAS, the current City of Lakeland, Tennessee, Parks Naming/Re-Naming Policy passed via Resolution 2009/07-41 does not address community support for the naming of Parks facilities; and

WHEREAS, the Board of Commissioners has reviewed the proposed Facility Naming Policy and desires to implement it as recommended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Resolution 2009/07-41 is hereby rescinded and the Parks and Recreation Facility Naming Policy, attached hereunto, is hereby adopted.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 7th day of July, 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CITY OF
LAKE LAND
TENNESSEE



PARKS AND RECREATION FACILITY NAMING POLICY

Facility Naming Application

Purpose:

The City of Lakeland values community in the naming of a Parks and Recreation facility. This policy provides the process and guidelines for the permanent naming of a Parks and Recreation Department operated park, facility, or amenity (collectively asset). Public participation is an integral part of this process, but the final decision is made by the City of Lakeland Board of Commissioners (BOC).

Naming of a park, facility, or amenity under this policy is distinguishable from the sponsorship of such park, facility, or amenity in that a sponsorship is the naming of an asset only for a specified period of time.

Applicability:

This policy and related resolution R-62-2022 replaces the existing policy regarding naming/re-naming City parks adopted via Resolution 2009/07-41.

Facility Naming Policy:

- The name shall not duplicate any other asset.
- The name shall not endorse or advocate any religious, personal, or political belief or position.
- Once named, an asset will not be re-named without extraordinary reason.
- A person for whom an asset is being named shall:
 - Be deceased for 3 years in the case of adults.
 - Have made a positive impact on or significant gift to the City of Lakeland.
- Applicants must agree to fund the replacement or creation of any signage necessary for such a name change.
- Application will be considered in the following categories:
 - Outstanding Individual with sustained contributions to the community.
 - Historical Event, Person, Place

- Natural or Geographic Feature in the area
- Benefit/Organization Acknowledging a major gift to the community.

Procedure:

The application for Facility Naming shall be as follows:

- The official Facility Naming application shall be filled out and the accompanying signatures in support of the facility naming from Lakeland residents shall be collected.
 - No less than 30 signatures must be collected
 - No less than 50% of the signatures must be from residents within a 3 mile radius of the asset in question.
- The application shall be submitted to the Parks and Recreation Director.
- The application shall be forwarded to the Parks and Recreation / Natural Resources Advisory Board (PRB) no less than 7 days prior to the next regularly scheduled meeting.
- The PRB will review and vote on recommendation or denial of the naming of the facility to the BOC.
 - The PRB may also vote to defer the application to the next meeting, request more information from the applicant or clarification of the application.
- Should the application be recommended to the BOC, the application will be forwarded to the BOC at the next regularly scheduled work session for discussion and comment.
 - The application cannot be placed in the consent agenda during the regularly scheduled work session as to allow for two periods of public comment prior to a vote.
 - Any and all other allowable motions or directives made by the BOC will be permissible.
 - Notice to the public of the application will be made through:
 - City email and/or social media
 - Signage posted at the site



Facility Naming Application

Applicant Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____

Mobile Phone: _____

Email: _____

Organization: _____ **Non-Profit** ☐

Current Asset Name: _____

Asset Address/Location: _____

Suggested Name: _____

- ☐ Outstanding Individual(s)
- ☐ Historical Event, Person, Place
- ☐ Natural or Geographic Feature in the area
- ☐ Benefit/Organization Acknowledging a major gift to the community.
- ☐ Other:

Please provide a written narrative that supports the nomination for consideration. If proposing to name an asset after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of Lakeland.

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

RESOLUTION 2009/07-41
A RESOLUTION OF THE CITY OF LAKELAND ADOPTING A POLICY
REGARDING NAMING/RE-NAMING CITY PARKS

FILE COPY

WHEREAS; that the Lakeland Parks & Recreation Board discussed and approved a Policy on naming and renaming the City of Lakeland Municipal Parks & Facilities, and

WHEREAS; the Lakeland Parks & Recreation Board recommends adoption of said Proposal to the Lakeland Board of Commissioner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LAKELAND, TENNESSEE that the attached Proposal for Naming Park Facilities is hereby adopted.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 09th day of July, 2009, the public welfare requiring it.



Mark Hartz, Vice-Mayor

ATTEST:



Sontidra L. Thomas, CMC
City Recorder

Proposal for Naming Park Facilities

The Lakeland Board of Commissioners shall designate the names of public parks and park and recreation facilities after receiving a recommendation from the Lakeland Park and Recreation Board:

The selection of names for parks and park and recreation facilities shall be based upon the following criteria:

1. Neighborhood or geographical identification
2. Natural or geological features
3. Historical or cultural significance
4. A historical figure or an individual or family or organization that has made a Significant land, monetary or service contribution to the acquisition of the property, park system or the community in general.
 - Parks and facilities shall not ordinarily be named for living persons except in the event that an individual, family or organization has made a significant and tangible contribution or donation to, or has performed extraordinary or outstanding public service for the parks and recreation system, or in cases where such name is stipulated as a condition of the donation or acquisition.
 - In cases where the person is living, or the event to be commemorated took place within the last year, there shall be a lapse of at least six months between the receipt of the name proposal and the final recommendation for its adoption.
 - In cases where the person is deceased, the person shall have been deceased for a minimum of one year, and there shall be a lapse of at least six months between the receipt of the name proposal and the final recommendation for its adoption.

5. A park's interior features, sub-elements and/or facilities may have names other than that of the entire park (e.g. John Doe Little League Field). In naming minor facilities and sub-elements of parks, these names are subject to the criteria designated herein.
6. Elected/appointed City of Lakeland officials and currently employed City staff shall not be eligible for consideration until they are no longer in office or have been retired from City service for at least two years.
7. A name, once adopted, should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Change of park name should occur only if tangible evidence is presented to the BOC that would demonstrate a negative impact on the City should the name remain the same.

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - authorizing the City Manager to enter into an agreement with Barge Design Solutions, Inc. for design and engineering services for Lakeland Athletic Complex, Phase II. *Sponsored by Patrick O'Mara*

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

STAFF RECOMMENDATION

City Staff recommends approving this resolution.

BUDGET IMPACT

The original budget for FY23 includes appropriation of \$150,000, which this proposal exceeds. However, the proposal is phased such that the work will span FY23 & FY24, allowing for the remaining cost to be appropriated in FY24.

DISCUSSION

Phase I construction of the Lakeland Athletic Complex was completed in late 2021, and officially opened on May 17, 2022.

The City desires to continue building the facilities needed for future Parks and Recreation programming and community use. Phase II Design and Engineering will allow the City of Lakeland to determine future funding requirements and to properly appropriate and plan construction of Phase II.

After a competitive proposal process, the staff team selected Barge Design Solutions as the winning firm for their relevant experience as well as beneficial historical knowledge of the site to perform these duties.

RESOLUTION R-63-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR DESIGN AND ENGINEERING SERVICES FOR LAKELAND ATHLETIC COMPLEX, PHASE II

WHEREAS, the City desires to continue building out the Lakeland Athletic Complex; and,

WHEREAS, the Athletic Complex Master Plan is designed to be implemented in phases; and,

WHEREAS, following a competitive proposal evaluation process performed in early spring 2022, and a staff panel chose Barge Design Solutions, Inc; and,

WHEREAS, Barge Design Solutions, Inc will perform design and engineering services for Phase II of the Lakeland Athletic Complex for the contracted fee of Three Hundred Twenty Thousand Dollars (\$320,000).

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 Barge Design Solutions, Inc. for the design and engineering services for Lakeland Athletic Complex, Phase II, pending final review by the City Attorney.

PASSED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee on this 7th day of July, 2022.

Mike Cunningham, Mayor
ATTEST:

Debra Murrell, City
Recorder

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide surveying, environmental, civil engineering, architectural, structural, and MEP design services for the construction of Phase II of the Lakeland Athletic Park.

Phase II will consist of services for the areas identified as Phase II in the attached Master Plan titled Attachment B. The project includes new baseball/softball fields, a concessions building, site amenities, paved roadways, and ADA accessible parking and pathways. It also includes field lighting and asphalt paving design for the previously constructed Phase I. The Phase II project site is approximately 20 acres.

Due to the uncertainty of environmental impact results and requirements of the environmental agencies for this site, the scope has been separated into two steps. The first step will include environmental services pertaining to the natural resources tasks and the jurisdictional and hydrologic determinations. Some conceptual design and limited survey may be necessary to complete this work.

Barge will review the environmental results of step one with the Client and will not commence with step two until the Client authorizes the work.

The second step will consist of the remainder of the environmental and survey tasks and the majority of the design services. Permitting services will also be a part of step two.

The following scope is described as one in its entirety and separated by task and fee into the two steps described above in section VIII Compensation.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

A. Environmental Services

Natural Resources Verification and Additional Delineation

1. Barge biologists will verify the previously completed delineation performed by Brophy-Heineke & Associates, Inc. (report dated September 4, 2020). Barge biologists will verify the boundaries of any wetlands located inside the Phase II project area using the U.S. Army Corps of Engineers (USACE) Routine On-site Determination method as described in the 1987 Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). This will include documenting presence or absence of hydrophytic vegetation, hydrology and hydric soil indicators at designated sample points, which will then be used to determine wetland boundaries. In addition to wetlands, any other potential jurisdictional features such as ephemeral, intermittent, and/or perennial streams will be identified, and the extent of these channels will be determined.

All streams will be evaluated with regard to their designated or potential regulatory status per Tennessee's Anti-degradation Statement pertaining to impaired [303(d)] or high-quality waters (Exceptional Tennessee Waters). Barge will review the Hydrologic Determination forms for any marginal jurisdictional channels (i.e., intermittent and wet weather conveyance/ephemeral) that were previously completed and verify the status of either a jurisdictional stream or wet weather conveyance. If Barge disagrees with the previous determination, the new boundaries of all jurisdictional features will be marked in the field with flagging, and GPS data will be generated for each sampled point. All delineated jurisdictional features, such as wetlands and streams, will be flagged, if they have not been previously, by a Tennessee Qualified Hydrologic Professional (TN-QHP). Hydrologic Determinations for all headwater channel(s) will be conducted by a TN-QHP to determine their status as being that of a "wet weather conveyance" or a "jurisdictional stream" by TDEC.

2. To assess the quality of the wetlands on-site, TDEC developed a function assessment methodology (the Tennessee Rapid Assessment Methodology (TRAM)) to assess the quality of wetlands. Barge Biologists will complete the TRAM assessment for the wetlands identified on-site.

Approved Jurisdictional Determination and Hydrologic Determination

1. A Hydrologic Determination (HD) Report will be prepared by a TN-QHP and submitted to TDEC's Division of Water Quality on behalf of the client. An Approved Jurisdictional Determination (AJD) Application will be submitted to the USACE.
2. An AJD and HD follow-up site visit will be performed for field verification of delineated aquatic features with the USACE and TDEC. It is assumed that the meeting with both TDEC and the USACE will occur at the same time.

401/404 Permitting

1. Barge anticipates that the construction of the proposed project will result in unavoidable wetlands impacts along jurisdictional streams and wetlands. Based on anticipated impacts, 401 and 404 authorizations are assumed required. Barge will prepare and arrange a pre-application conference call with the USACE and TDEC to discuss the proposed activities and permitting strategies to discuss potential regulatory hurdles and in effort to expedite agency review. Barge will provide a

meeting summary of the pre-application conference call to the client and agency participants for record.

2. Barge assumes that the proposed impacts to wetlands will exceed 0.5 acre, requiring Individual Permits from USACE and TDEC. Barge will prepare and submit Individual Permits to the TDEC and USACE.
3. It is assumed that USACE and TDEC will require compensatory mitigation to offset the proposed wetland impacts. Based on the TRAM assessment, Barge will coordinate with the agencies for the appropriate mitigation ratio. The City is responsible for purchasing mitigation credits.
4. Once the Individual Permit applications are submitted, Barge will contact the respective agency project managers to track the permitting review process. A 30-day public notice period will be required for TDEC and USACE during the permit review period. Barge will respond to additional information as needed to obtain authorization. Note, if additional studies or field work are requested by the agencies during the review process, an additional services contract will be required.
5. Barge assumes that a Cultural Resources Phase I Survey will be required to support the 404-permit application. Barge will contact a sub-consultant to perform this work and provide an additional service proposal under separate cover.

B. Surveying Services

Surveying Services will include the following parameters:

1. Topographic surveying of the area outlined on Attachment C with additional topography to determine drainage requirements
2. Survey relative to Tennessee State Plane Coordinates (NAD 83) and relative to NAVD 88 elevations and will be tied to the outer boundaries of the property
3. Contours will be shown at one-foot intervals
4. Approximate locations of utilities as determined by above ground visible evidence of appurtenances, available records from the appropriate agencies, and field markings provided by others
5. Location of trees 8" diameter and larger as measured "at breast height."
6. Location of delineated wetlands

C. Design Services

Preliminary Design

During the environmental phase, Barge will provide an appropriate level of preliminary design sufficient to support the completion of the tasks described in Section II.A. This may include general layout for the site plan and rough grading sketches to show intent.

Civil Engineering Design

Barge will provide design based on the following specific parameters:

Site Layout Design

Barge proposes to provide site layout and design for the proposed athletic fields and

associated parking areas. This will include details for driveway access points, sidewalks for ADA access, and pavements, designed to local specifications or geotechnical recommendations. A concessions building will be shown in the site layout – further design scope details are provided in the Architectural and Structural Design section. Barge will provide the appropriate specifications to perform the construction work.

Grading and Drainage Design

Barge will also provide grading and drainage design for the proposed project. This design will consist of a surface conveyance system that may include drainage swales and a stormwater detention system per the local requirements. Stormwater calculations will be accomplished using approved methods. Grading design information will include relevant spot elevations to achieve positive drainage. Barge will provide the appropriate specifications to perform the construction work.

Sanitary Sewer Design

Barge will provide recommendations for any existing gravity sanitary sewer adjustments required by the proposed improvements and connections needed for new facilities to reduce or eliminate damage and/or disruption to site improvements. Barge will provide the appropriate specifications to perform the construction work.

Phased Erosion Control Design

Barge will provide a phased erosion control plan, per Tennessee Department of Environment and Conservation (TDEC) requirements. Temporary sediment ponds may be required as part of the project detention/erosion and sediment controls. Barge will prepare the stormwater pollution prevention plan (SWPPP) and Notice of Intent (NOI) and submit to the Tennessee Department of Conservation (TDEC). One set of review comments from TDEC will be addressed and is included in this task. Plans will include erosion, sediment, and pollution controls using accepted Best Management Practices (BMP's). Barge will provide the appropriate specifications to perform the construction work.

Domestic Water System Design

Plumbing design services will consist of a domestic water system design illustrating connection to existing water lines adjacent to the project site, size and routing of the proposed system, point of connection for the proposed irrigation system, fire hydrant locations as required by local code, and point of connection for new fields, parking islands, and concessions building. Typical details will also be provided. Appropriate specifications will be provided to perform the construction work.

Landscape Architectural Design

Barge will provide Landscape Architectural design services for the proposed complex. Services are to include the overall project design focusing upon vehicular/pedestrian circulation, ball field layout and design, hardscape design, irrigation design, and planting design.

Sports Field Design

Barge will provide design of three natural surface baseball fields. This will include subgrade and playing surface design and specifications. Plans will illustrate the following:

1. Field layout and dimensions
2. Field markings
3. Location of sports equipment (plates, scoreboards, etc.)
4. Fencing, backstop, dugout
5. Notes, details, etc.
6. Technical specifications

Hardscape Design

Barge will provide design services illustrating the proposed hardscape features for the project area. Services are to include the following areas:

1. Plaza areas between ball fields and adjacent to the proposed concessions building
2. Bleacher/spectator areas
3. Specialty pavement

Plans will illustrate the following:

1. Material type and finishes
2. Dimensions and layout
3. Spot elevations and slopes
4. Drainage inlets and piping
5. Utility locations
6. Notes, details, etc.

Planting Design

Barge will provide design services illustrating the proposed planting design for the site and other amenity areas as permitted by the budget. A site landscape plan will be developed. Barge will provide the appropriate specifications to perform the construction work. Plans will be drawn to a known scale and will illustrate the following items:

1. Plant location
2. Plant type
3. Plant name (scientific and common)
4. Plant size
5. Notes
6. Details
7. Quantity

Irrigation Design

Barge will engage a subconsultant to provide irrigation design for the proposed athletic fields. This will include the relocation of the existing controller from Phase I to the concessions building in Phase II. Plans will be drawn to a known scale and will illustrate the following:

1. Point of connection to water source
2. Meter size and location
3. Backflow size and location
4. Controller location
5. Main line size and routing
6. Valve size, type, and location
7. Lateral line size and routing
8. Irrigation head, type, and location
9. Quick coupler location
10. Notes and details

Electrical / Lighting Design

Barge will engage a subconsultant to provide electrical design services for site lighting of the athletic fields for Phase I and Phase II and the parking lot for Phase II. It is assumed the parking lot for Phase I will retain the existing power source. Power to the concessions building and irrigation controller will also be included. Coordination with Memphis Light Gas & Water (MLGW) will be included in this task.

Architectural and Structural Design

Barge will provide architectural and structural design for the concessions building. The following is a list of assumptions for design:

1. Building area will be designed for approximately 2,500 square feet of total floor space (and less than 3,000 square feet).
2. Building will have eight to ten total toilet fixtures, drinking fountains, and a custodial sink.
3. Concessions area is not a full kitchen – it includes countertop surfaces with electrical outlets distributed for small appliances, along with a typical three compartment and hand washing sinks. Barge anticipates there may be room for refrigerators and/or ice makers. Barge will confirm the concession equipment with the Client and will coordinate needs for power, water, drains, etc. with appropriate team members.
4. The building will be air-conditioned, unless noted otherwise by the Client.
5. At the request of the Client, Barge will incorporate durable materials such as block/brick/stone/cementitious board/trim, concrete floors with epoxy finish, and metal roof. Floor drains will be provided for ease of maintenance.

Mechanical, Electrical, and Plumbing Design

Barge will engage a subconsultant to provide mechanical, electrical, and plumbing design services to accommodate the concessions building. These services will include mechanical design for restroom ventilation, freeze protection, and heating. Electrical design will include the provision of power throughout the building, as coordinated with the Architect. Plumbing design services will include domestic water and sanitary sewer within the building and will include coordinating with the civil connections just outside the building.

Construction Documents

The design plans will include the following:

- Cover Sheet
- General Notes
- Existing Conditions/Demo
- Overall Site Plan
- Site Layout Plan and Details
- Plaza Layout Plan
- Grading & Drainage Plans and Details
- Plaza Grading
- Phased Erosion Control Plans and Details
- Overall Site Utility Plan
- Site Utility Plan and Details
- Overall Landscape Plan
- Landscape Plan and Details
- Irrigation Plan and Details
- Ballfield Layout & Accessories
- Field Details
- Architectural Floor/Ceiling/Roof Plan and Details
- Exterior and Interior Elevations
- Building and Wall Sections
- Door and Window Schedule and Details
- Structural Notes and Details
- Foundation and Slab Plan, Sections, and Details
- Roof Framing Plan, Sections, and Details
- Concessions Building Utility Plans and Details
- Miscellaneous Details
- Architectural Specifications
- Engineer's Opinion of Probable Construction Cost (EOPCC)

Barge will provide PDF drawing sets at each design stage and will submit them to the Client and project team for review. Minor design comments resulting from these reviews will be addressed during the subsequent stage. The design stages will include Preliminary, Conceptual (60% complete), and Final.

After Barge submits final design plans to the Client for review, comments will be addressed, and Barge will submit signed Construction Documents and Specifications in PDF format. Barge will also provide one full size set of drawings on bond paper and the base CAD file for reference.

D. Permitting Services

In addition to the environmental permitting and/or permitting coordination tasks described in Sections (II.A) and (II.C) above, Barge will also provide the following permitting services on an hourly basis:

1. Parks and Recreation/Natural Resource Board – Barge will attend one Parks and Recreation Board meeting to present the park plan to the Board for their review. Four man-hours are included in this task.

2. Municipal Planning/ Design Review Commission – Barge will work with City staff to prepare and submit the required plans to the City Planning Department for review by the Planning Commission. Barge will attend one Planning Commission Meeting. Eight man-hours are included in this task.
3. TDEC Recreation Educational Services (RES) – Barge will provide limited coordination in anticipation of applying for future grants with RES. Barge has included 16 man-hours in this task.

Man-hours identified above in Section (II.D) are considered maximum limits and will not be exceeded without prior authorization from the Client.

It is understood and agreed that Barge's services under this agreement do not include project observation or review of the Contractor's performance. The Client assumes all responsibility for interpretation of the contract documents and for construction observation, and the Client waives any claims against Barge that may in any way be connected thereto.

III. Additional Services

Barge expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in Section II. Therefore, Barge has included a cost-plus fee with a budget of \$5,000 in this proposal to cover unforeseen requests from the Client and/or permitting agencies. This line item is referred to as Miscellaneous Services in Section VIII. A detailed list of excluded services is provided below.

IV. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 1. Barge will have access to the site and adjoining areas, as required.
 2. Permit, recording fees, etc., are to be paid by the Client/Owner.
 3. Findings, comments, additional coordination or items such as seasonal surveys or formal consultation with the US Fish and Wildlife Service (USFWS), or State Historic Preservation Office (SHPO) could have major impacts on the environmental permitting review process and schedule.
 4. Barge assumes the proposed activities will cause the loss of greater than 1/2-acre of non-tidal waters of the United States, requiring Individual Permits from the USACE and TDEC.
 5. Barge assumes there are no stream impacts associated with Phase II.
 6. Barge assumes no public meeting or public hearing will be required.
 7. Barge assumes that mitigation credits area available to serve the project. If determined required by TDEC and USACE, Barge can provide an additional services to assist with permittee-responsible mitigation.
 8. Barge assumes the proposed scope does not result in impact to Exceptional Tennessee Waters (ETW).
 9. The permitting scope assumes the City of Lakeland will take responsibility for any application, public notice, and compensatory mitigation fees as required.
 10. Design will not be phased, and one set of construction documents will be produced.
 11. City of Lakeland construction specifications will be utilized where applicable and unless otherwise specified.
 12. Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the Client in the establishment of this budget

but cannot be held responsible as to whether the yet-undefined budget is achieved.

13. There are no historical structures involved with the project.
 14. The site is properly zoned, and rezoning or variance applications are not necessary.
 15. Property or easement acquisition will not be necessary.
 16. Design fee is based upon the site plan (Attachment B), as discussed with the Client. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
 17. All environmental, property, land acquisition, and zoning issues are assumed to have been resolved.
 18. Geotechnical report will be provided by others.
 19. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering project schedule. If the information is not received in a timely manner, then additional design fees may be required.
 20. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the Contractor/Client.
 21. Appropriate water pressure is available to operate the irrigation system in an efficient manner.
 22. Any underground tanks are to be identified by others and are not included in this scope.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
1. Design services for future phases beyond Phase II design services provided in this contract
 2. Preparation of multiple, separate construction contract packages
 3. NEPA Document Preparation
 4. Phase I Cultural Resources Survey
 5. Environmental Assessment (EA)
 6. Environmental Impact Study (EIS)
 7. Air quality modeling and detailed impact studies, deemed necessary by regulatory agencies
 8. Specialized biological surveys including a presence/probable absence survey for threatened and endangered bat species
 9. Development of permittee responsible mitigation (PRM) plans
 10. Stream Quantification Tool (SQT) assessment
 11. Mitigation site search and development of mitigation plan
 12. Floodway modeling/studies
 13. Right-of-way or easement acquisition, exhibits, descriptions, or other related services
 14. Survey of creek cross-sections
 15. Hydraulic analysis for any creek crossings
 16. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
 17. Design revisions requested by those outside the project team and stakeholders beyond the design development phase
 18. Record drawing preparation based upon markups prepared by the general

- contractor
- 19. Site renderings
- 20. LEED certification
- 21. Lead-based paint and asbestos testing
- 22. Retaining wall design
- 23. Public roadway design
- 24. Traffic Impact Analysis
- 25. Traffic Signal Design
- 26. Offsite utility design or relocation services
- 27. Platting
- 28. Grant writing or administration
- 29. Bidding or Construction Phase services
- 30. CEI Services
- 31. Construction staking
- 32. As-builts and ALTA surveys

In providing the EOPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's EOPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's EOPCC.

V. Time of Performance

Barge is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed and will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

Step one, as mentioned in Section I Project Description, will be performed initially, and step two will not commence until the Client authorizes Barge to begin.

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

VI. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Delineation report and TRAM assessment in PDF format
- B. HD Report and AJD Application in PDF format
- C. Individual Report Applications in PDF format
- D. SWPPP submittal documents for TDEC in PDF format
- E. Topographic Survey in AutoCAD format to be used for design
- F. Conceptual design documents (60% complete) and Final Construction Documents for review
- G. Final Construction Documents in PDF format, including one hard copy
- H. Engineer's Opinion of Probable Construction Cost in PDF format

VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below:

Fee Summary Table, Step One

Items	Fee Type	Fee Amount
A. Environmental Services	Lump Sum	\$ 8,400
B. Surveying Services	Lump Sum	\$ 2,500
C. Design Services		
1. Civil & Landscape	Lump Sum	\$ 10,000
GRAND TOTAL	Lump Sum	\$ 20,900

Fee Summary Table, Step Two

Items	Fee Type	Fee Amount
A. Environmental Services	Lump Sum	\$ 11,400
B. Surveying Services	Lump Sum	\$ 15,700
C. Design Services		
1. Civil & Landscape	Lump Sum	\$ 148,600
2. Mechanical, Electrical, & Plumbing	Lump Sum	\$ 51,400
3. Architectural & Structural	Lump Sum	\$ 65,800
D. Permitting Services	Cost Plus	\$ 6,200
GRAND TOTAL	LS/CS	\$ 299,100

Fee Summary Table

Items	Fee Type	Fee Amount
Step One Services	Lump Sum	\$ 20,900
Step Two Services	LS/CS	\$ 299,100
GRAND TOTAL	LS/CS	\$ 320,000

Miscellaneous services are based on allowance of hours for tasks requested by the Client. The Client agrees to pay Barge on the basis of standard hourly billing rates in effect when these services are provided by various Barge employees. Expenses incurred while performing CP services such as printing, survey stakes, mileage, etc., will be billed directly with a 15% markup for handling. The contract amounts for CP services, including direct project expenses, will not exceed the amounts shown below without prior authorization by the Client.

Additional Services Summary Table

Items	Fee Type	Fee Amount
III. Miscellaneous Services	Cost Plus	\$5,000
TOTAL	Cost Plus	\$5,000

In the event additional work is requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals can be provided upon request. These rates will be escalated by 3% starting 1/1/2023. The fees provided above are valid up to three (3) months from the date of this proposal.

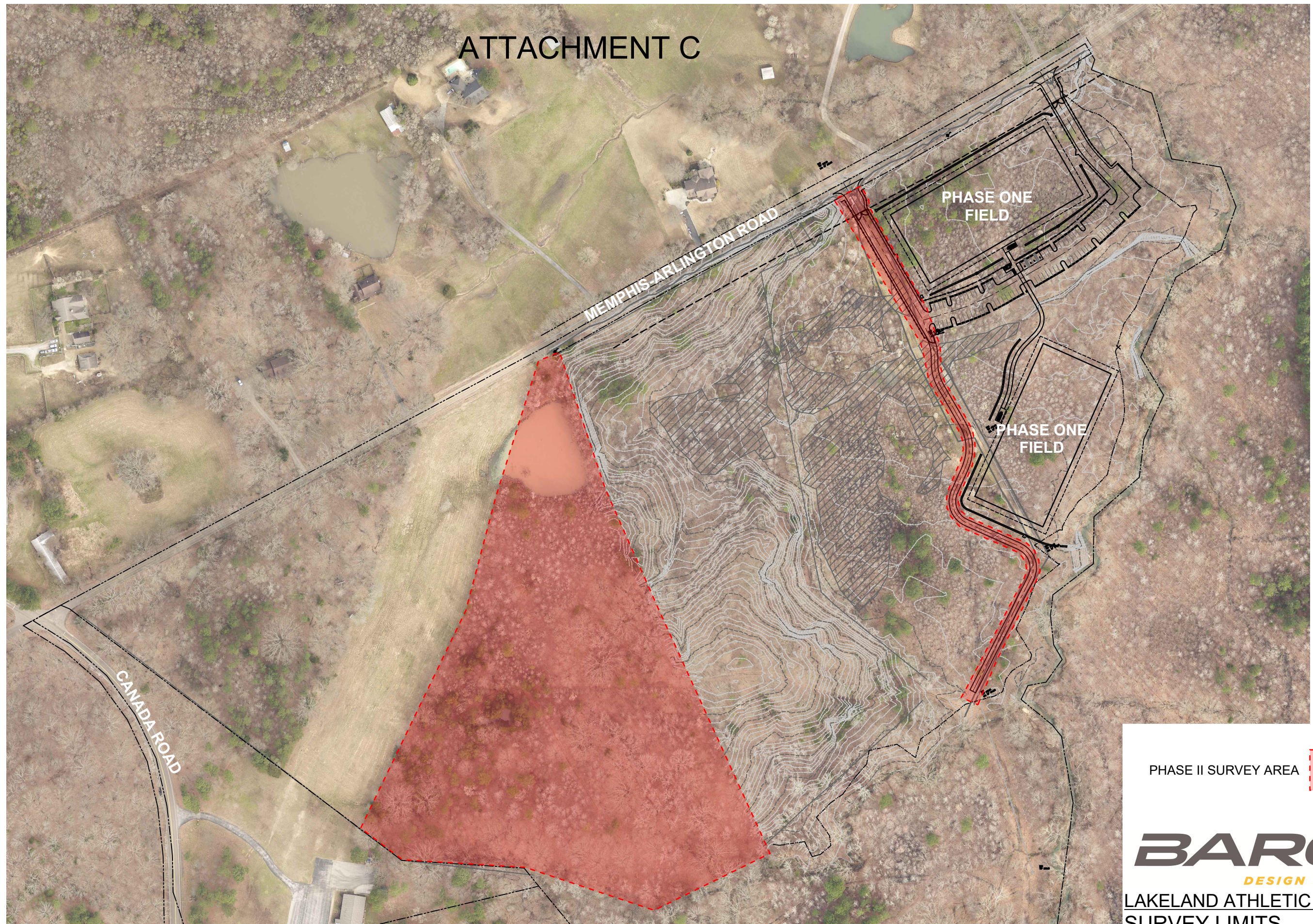
ATTACHMENT B



PHASE II - ADD FIELD LIGHTING & ASPHALT PAVING TO EXISTING PARK

- LEGEND**
- A. BASEBALL FIELD (TYP)
 - B. PARKING (TYP)
 - C. MULTI-PURPOSE FIELD (375'x160')
 - D. PLAYGROUND
 - E. PICNIC PAVILION (TYP)
 - F. DISC GOLF
 - G. TRAIL HEAD
 - H. ROPES COURSE
 - I. SKATE PARK
 - J. POTENTIAL FUTURE ENTRY ROAD
 - K. SCOTT'S CREEK GREENWAY PATH
 - L. FUTURE CONNECTION TO COOL SPRINGS PARK TRAIL
 - M. OUTDOOR RECREATION AREA
 - SPLASH PAD
 - TENNIS/PICKLEBALL COURTS
 - CONCESSIONS/PAVILION
 - N. BIKE SKILLS COURSE
 - O. POTENTIAL CREEK ACCESS

ATTACHMENT C



PHASE II SURVEY AREA



BARGE
DESIGN SOLUTIONS

LAKELAND ATHLETIC PARK PH II
SURVEY LIMITS

SCALE: 1"=200'

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of 6/29/22 by and between City of Lakeland (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: Lakeland Athletic Park, Phase II

Location: Lakeland, TN

Description of Project: Barge Design Solutions, Inc. (Barge) is proposing to provide surveying, environmental, and civil engineering design services for the construction of Phase II of the Lakeland Athletic Park project. The project includes new baseball/softball fields, a restroom/concession building, site amenities, paved roadways, and ADA accessible parking and pathways. It also includes field lighting and asphalt paving design for the previously constructed Phase I. The Phase II project site is approximately 20 acres.

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A.

II. **COMPENSATION:** **Client** shall compensate Barge for the Basic Services as follows:

See Attachment A.

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **Barge** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **Barge** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **Barge**. The parties further agree that **Barge** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **Barge** pursuant to this Agreement are instruments of professional service. **Barge** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **Barge** shall be at **Client's** sole risk and without liability to **Barge**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **Barge** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **Barge** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **Barge** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **Barge** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **Barge**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **Barge's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **Barge's** services under this Agreement from any cause or

causes shall not exceed the amount of **Barge's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. OPINIONS OF CONSTRUCTION COST: Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.

XIV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Lakeland	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:
Tax I.D. Number:	



Board of Commissioners

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - appointing Michael Walker, interim City Manager, as President of the Industrial Development Board of the City of Lakeland, Tennessee.
Sponsored by Michael Walker

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends approval of this resolution.

BUDGET IMPACT

There is no budgetary impact for this resolution.

DISCUSSION

With the resignation of the City's Planning Director, this resolution establishes the interim City Manager as President of the IDB, pending replacement in said role by a new Planning Director.

RESOLUTION R-65-2022

**A RESOLUTION APPOINTING MICHAEL WALKER, INTERIM CITY MANAGER,
AS THE PRESIDENT OF THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF LAKELAND, TENNESSEE**

RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee that Michael Walker, interim City Manager, is hereby appointed as President of the Industrial Development Board of the City of Lakeland, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 7th day of July, 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** - authorizing Gaines Williams & Associates, Inc. to update the SCADA hardware and software system. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve the attached resolution.

BUDGET IMPACT

The cost of the SCADA system upgrades is included in the FY23 Annual Budget as a component of the Sewer Fund's spending plan.

DISCUSSION

The work includes upgrades to the SCADA system hardware and software and the addition of 3 lift stations to the SCADA system. The proposal for the SCADA system hardware and software upgrade is \$24,950. The proposal for the addition of the 3 lift stations is \$18,000. The total cost is \$42,950.

The City's Wastewater Department utilizes a SCADA (Supervisory Control and Data Acquisition) system to monitor its wastewater treatment plant and 21 lift stations. The system allows staff to remotely monitor, log data, receive alarms, and perform diagnostic functions on these facilities. The current SCADA system was installed in 2016. The operating system is nearing the end of its lifecycle and needs to be updated to continue to provide cybersecurity.

Gaines Williams has provided support for the City's SCADA system since 2016.

RESOLUTION R 66-2022

A RESOLUTION AUTHORIZING GAINES WILLIAMS & ASSOCIATES, INC. TO
UPDATE THE SCADA HARDWARE AND SOFTWARE SYSTEM

WHEREAS, the City's SCADA system provides remote monitoring and alarming for the wastewater treatment plant and lift stations; and

WHEREAS, the existing SCADA system was installed in 2016 and requires an update to provide increased security; and,

WHEREAS, the City acquired three (3) sewer pump stations from City of Memphis located in the Stonebridge Subdivision which need to be connected to the City's SCADA system; and,

WHEREAS, Gaines Williams & Associates, Inc. provided a proposal to upgrade the SCADA system hardware and software and add the three (3) lift stations to the SCADA system in the amount of \$42,950.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement with Gaines Williams & Associates, Inc to update the SCADA hardware and software system in the amount of Forty-Two Thousand Nine Hundred Fifty Dollars (\$42,950.00).

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee, on this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Gaines, Williams & Associates, Inc.
Engineers
P.O. Box 38688
Germantown, Tennessee 38183-0688
(901)756-9065
www.gaineswilliams.com

July 1, 2022

Mr. Spencer Smalley
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: SCADA Software and Computer Upgrade

Dear Mr. Smalley,

We appreciate the opportunity to provide this proposal to you for services, hardware and software on the above referenced project. We propose to furnish the following:

- 2 - Rockwell Software FactoryTalk View software, current version
- 1 - WIN911 Software, current version
- 1 - Grandstream modem for alarm notification compatible with the latest Windows10 upgrades
- 2 – Dell Workstations (no monitors, we plan to reuse the existing monitors)
- Professional services to convert current applications to the new software versions, install and test computers and software.

We propose to furnish the above listed professional services and software for a lump sum fee of Twenty-Four Thousand Nine Hundred Fifty Dollars (\$24,950).

Exclusions

- Update or relocation of the historical data collection system, we plan to leave this system on the current workstation that it is operating on

We appreciate the opportunity to provide you with this proposal and look forward to working with you.

Sincerely,
GAINES, WILLIAMS & ASSOCIATES, INC.

Robert S Gaines

Robert S. Gaines, P.E.
President



Gaines, Williams & Associates, Inc.
Engineers
P.O. Box 38688
Germantown, Tennessee 38183-0688
(901)756-9065
www.gaineswilliams.com

June 22, 2022

Mr. Spencer Smalley
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: 2022 Added Lift Stations

Dear Spencer,

We appreciate the opportunity to provide this proposal for adding three new wastewater lift stations to the SCADA system, we propose to furnish the following services:

- Prepare drawings for lift station RTU panel including field wiring and panel fabrication drawings
- Configure cellular modems
- Modify Sonicwall configuration to include the added lift stations
- PLC programming of the lift station programmable logic controllers
- Modify HMI/SCADA programming as required
- Modify Historical database as required
- Onsite testing and startup

We propose to furnish the above listed professional services and software for a lump sum fee of Eighteen Thousand Dollars (\$18,000.00) total for three lift stations.

We appreciate the opportunity to provide you with this proposal and look forward to working with you.

Sincerely,
GAINES, WILLIAMS & ASSOCIATES, INC.

Robert S Gaines

Robert S. Gaines, P.E.
President

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** – authorizing the City Manager to execute an agreement with Central Technologies, Inc. for Microsoft 365 annual subscription renewal.
Sponsored by Josh Thompson

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends approval of the attached resolution.

BUDGET IMPACT

Funding for this renewal is appropriated in the approved FY2023 Annual Budget.

DISCUSSION

The Microsoft 365 (MS365) environment allows users to access cloud and desktop-based applications and services within the Microsoft Windows platform. O365 requires an annual licensing agreement for access to these applications and services.

Executing this agreement will allow staff to maintain access to documents, applications, and collaborative environments as well as serve as an access point to integrated services such as Cityworks Asset Management System (AMS) and Planning, License, and Land (PLL) services, and the City's Geographic Information System (GIS).

Central Technologies is a Microsoft Business partner and obtains licensing for the City on an annual basis. They can provide access to Microsoft support, if the need arises. This support service is available at no extra charge.

RESOLUTION R-67-2022
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CENTRAL TECHNOLOGIES, INC. FOR MICROSOFT 365 LICENSING

WHEREAS, the City of Lakeland desires access to Microsoft business applications; and,

WHEREAS, Central Technologies, Inc. offers subscriptions to Microsoft MS365 licensing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute a licensing agreement for Microsoft 365 licensing in the amount of Thirteen Thousand, Three Hundred And Seventy-Nine Dollars And Sixty-Six Cents (\$13,379.66).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



We have prepared a quote for you

Microsoft Office 365 GCC Annual

Quote # 009889
Version 1

Prepared for:

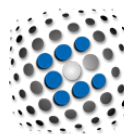
City of Lakeland Tennessee

Logan Al-Chokhachi
lalchokhachi@lakelandtn.org



Products

Description		Price	Qty	Ext. Price
6YZ379	Office 365 GCC G1 Annual	\$108.42	35	\$3,794.70
6YZ062	Office 365 GCC G3 Annual	\$271.04	29	\$7,860.16
7FK460	Exchange Online (Plan 1) for GCC Annual	\$49.28	35	\$1,724.80
Subtotal:				\$13,379.66



Microsoft Office 365 GCC Annual

Prepared by:

Central Technologies Inc

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

Prepared for:

City of Lakeland Tennessee

10001 Hwy 70
Lakeland, TN 38002
Logan Al-Chokhachi
(901) 867-2717
lalchokhachi@lakelandtn.org

Quote Information:

Quote #: 009889

Version: 1
Delivery Date: 05/13/2022
Expiration Date: 06/10/2022

Quote Summary

Description	Amount
Products	\$13,379.66
Total: \$13,379.66	

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

Central Technologies Inc

Signature:

Name: Chris Scoggins

Title: Account Executive

Date: 05/13/2022

City of Lakeland Tennessee

Signature:

Name: Logan Al-Chokhachi

Initials: LA

Date: 5/13/2022 1:10:57 PM

IP Address: 99.1.40.166

Email Address: lalchokhachi@lakelandtn.org

PO Number: Pending July 1

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** – authorizing the City Manager to execute an agreement with Cityworks for annual license renewal. *Sponsored by Josh Thompson*

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends approval of the attached resolution.

BUDGET IMPACT

Funding for this renewal is appropriated in the approved FY2023 Annual Budget.

DISCUSSION

The Cityworks platform contains two primary components: an asset management system (AMS) and a permitting and land development application (PLL). The AMS applications include Service Requests, Inspections, and Work Orders for use in managing work activities. The PLL components assist with permitting applications and development tracking. Built exclusively on Esri ArcGIS technology, the Cityworks web GIS-centric platform combines the authoritative asset inventory in a geodatabase with business process applications for managing workflow, scheduling resources, and prioritizing activities in the traditional office or the mobile environment.

RESOLUTION R-68-2022
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CITYWORKS FOR ANNUAL LICENSING RENEWAL

WHEREAS, the City of Lakeland desires an asset management and permitting and development tracking applications and;

WHEREAS, Cityworks provides those applications and services by license subscription.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute an agreement with Cityworks in the amount of Forty Thousand Dollars (\$40,000).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Invoice

Azteca Systems, LLC

11075 South State Street, #24
Sandy, UT 84070
Phone: 801-523-2751 | Fax: 801-523-3734
billing@cityworks.com

Date
Invoice #
Acct. No.
Due Date
PO #

5/5/2022
INV5234
C10672
6/4/2022
Signed Quote Q-13002-1

Bill To

Lakeland, City of (TN)
10001 Hwy 70
Lakeland TN 38002
United States

Ship To

Lakeland, City of (TN)
10001 Hwy 70
Lakeland TN 38002
United States

Item	Start Date	End Date	Amount
ELA - Server AMS/PLL PREMIUM	7/1/2022	6/30/2023	40,000.00
Respond for AMS	7/1/2022	6/30/2023	0.00
Mobile Native Apps (iOS/Android)	7/1/2022	6/30/2023	0.00
Storeroom	7/1/2022	6/30/2023	0.00
Equipment Checkout	7/1/2022	6/30/2023	0.00
Contracts	7/1/2022	6/30/2023	0.00
Cityworks for Excel for AMS	7/1/2022	6/30/2023	0.00
Cityworks Analytics for AMS	7/1/2022	6/30/2023	0.00
Cityworks Analytics for PLL	7/1/2022	6/30/2023	0.00
eURL	7/1/2022	6/30/2023	0.00
Workload for AMS	7/1/2022	6/30/2023	0.00
Web Hooks for AMS	7/1/2022	6/30/2023	0.00
Service Request API	7/1/2022	6/30/2023	0.00
Work Order API - Extended	7/1/2022	6/30/2023	0.00
Inspection API Solution	7/1/2022	6/30/2023	0.00
Storeroom API Solution	7/1/2022	6/30/2023	0.00
Metrics API Solution	7/1/2022	6/30/2023	0.00
Operational Insights for AMS	7/1/2022	6/30/2023	0.00
Public Access for PLL	7/1/2022	6/30/2023	0.00
Citizen Engagement API	7/1/2022	6/30/2023	0.00
Case API - Extended	7/1/2022	6/30/2023	0.00
PLL Public Access API	7/1/2022	6/30/2023	0.00
PLL Native Mobile Apps ELA License	7/1/2022	6/30/2023	0.00
Respond PLL ELA License	7/1/2022	6/30/2023	0.00
CCTV Interface for PACP	7/1/2022	6/30/2023	0.00
MicroPaver Interface	7/1/2022	6/30/2023	0.00

Total 40,000.00
Amount Due \$40,000.00

Remit Payment To:
Azteca Systems, LLC
FEIN: 81-3929341

By Check:
11075 South State Street, #24
Sandy, UT 84070

PLEASE NOTE - NEW BANKING INFORMATION

Electronic Payment Instructions:
Wells Fargo Bank
Account #: 4943665851
ABA/Routing Number: 121000248
SWIFT Code: WFBIUS6S

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** – authorizing the City Manager to execute a renewal agreement with Environmental Systems Research Institute. *Sponsored by Josh Thompson*

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends approval of the attached resolution.

BUDGET IMPACT

The cost of renewal for fiscal year 2023 is included in the approved Fiscal Year 2022-23 budget and would be \$27,500. Renewal costs will require annual appropriation as part of the annual budget approval process. This agreement has a total cost of \$82,500, and guarantees no cost increases over the three-year period after Year 1.

DISCUSSION

ArcGIS Enterprise is the foundational software system for GIS, powering mapping and visualization, analytics, and data management. It is the backbone for running the Esri suite of applications and your own custom applications. ArcGIS Enterprise is tightly integrated with ArcGIS Desktop and ArcGIS Pro for mapping and authoring, and seamlessly connects with ArcGIS Online to share content between systems. Collaboration and flexibility are central to ArcGIS Enterprise, allowing you to organize and share your work on any device, anywhere, at any time.

The City of Lakeland utilizes ArcGIS capabilities in daily operations including in Cityworks asset management and permitting applications, SeeClickFix (Lakeland Connect) citizen request management application, as well as in our public-facing web applications and dashboards.

RESOLUTION R-69-2022
AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL
AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE

- WHEREAS,** the City of Lakeland desires a geographic information system; and,
- WHEREAS,** the service is available through the Small Government Enterprise Agreement from ESRI; and,
- WHEREAS,** the Board of Commissioners desires to mitigate future price increases by entering a long-term agreement to be funded annually by budgetary appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute a licensing agreement with a three-year cumulative cost of Eighty-Two Thousand, Five Hundred Dollars (\$82,500).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Quotation # Q-474314

Date: June 28, 2022

Customer # 133398 Contract #

City of Lakeland
10001 Hwy 70
Lakeland, TN 38002

ATTENTION: Josh Thompson
PHONE: 901-867-2717 x228
EMAIL: jthompson@lakelandtn.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/28/2022 To: 9/26/2022*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
			Subtotal:	\$82,500.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Tyler Nuttall

Email:

tnuttall@esri.com

Phone:

(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Tracker for ArcGIS Enterprise
 5 ArcGIS Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Meeting Cycle: Thursday, July 7, 2022

Subject: **Resolution** – authorizing the City Manager to execute an agreement with CivicPlus for CivicClerk and CP Media annual subscription renewals.
Sponsored by Josh Thompson

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends approval of the attached resolution.

BUDGET IMPACT

Funding for this renewal is appropriated in the approved FY2023 Annual Budget.

DISCUSSION

CivicClerk is a digital agenda management application that allows users to input agenda items and upload all supporting documents that can be viewed through the City's CivicEngage website by staff and constituents. CivicClerk also archives these items for quick reference and convenient storage.

CP Media is a core component of the CivicPlus platform and is accessible by all CivicPlus unified applications, including the CivicEngage website design and hosting solution and CivicClerk agenda and meeting management solution. CP Media can integrate live or recorded videos of meetings and events anywhere from a CivicEngage website that are easily accessible by citizens from any desktop or mobile device.

RESOLUTION R-70-2022
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CIVICPLUS FOR CIVICCLERK AND CP MEDIA ANNUALSUBSCRIPTION
RENEWALS

WHEREAS, the City of Lakeland desires applications for digital agenda creation and meeting video streaming; and,

WHEREAS, the applications are available from CivicPlus as subscription services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the City Manager is hereby authorized to execute an agreement with CivicPlus in the amount of Fourteen Thousand, Three Hundred Fifty-Three Dollars (\$14,553).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 7th day of July 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#232626

08/14/2022

PO #

Bill To

Pete Chimpouras
City of Lakeland
10001 U.S. 70
Lakeland TN 38002

TOTAL DUE

\$14,553.00

Due Date: 09/13/2022

Terms

Net 30

Due Date

09/13/2022

PO #

Approving Authority

Qty

Item

Start Date

End Date

1

CP Media Annual - Premium (Unlimited Storage)

08/14/2022

08/13/2023

1

CivicClerk- Premium Annual Fee

08/14/2022

08/13/2023

Total

\$14,553.00

Due

\$14,553.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name
KS State Bank

Account Name
CivicPlus LLC

Account Number
1046292

Routing Number
101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

Meeting Cycle: Thursday, July 7, 2022

Subject: Discussion and possible action on enforcement of Ordinance 17-255
regulating overgrown and dirty lots. *Sponsored by Commissioner Wright*

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

Commissioner Wright has recommended that the Board of Commissioners review the current ordinance (attached) and discuss/consider amending it as necessary, or further enforcing the existing ordinance.

BUDGET IMPACT

No budget impact is determined at this time.

DISCUSSION

Over the past few weeks, Commissioner Wright has noted several instances of tall uncut grass in violation of the current City Ordinance 2017-255. At the time reported by him, City Code Enforcement had already issued citations and the properties in question were within the 10-day notice period.

While Title 13, Chapter 1, Section 13-108, Paragraph (5) allows that "the appropriate department or person may immediately cause the condition to be remedied or removed at a cost in accordance with reasonable standards in the community" et al, only in extreme cases has the City taken such action.

If the Board desires to enhance enforcement, City Staff recommends utilizing a third-party vendor to address properties in violation beyond the notice period, with costs collected in court or as a tax lien.

ORDINANCE 17-255
AN ORDINANCE AMENDING LAKELAND'S CODE TO REGULATE
OVERGROWN AND DIRTY LOTS

WHEREAS, Tennessee state law authorizes municipalities to pass ordinances regulating overgrown and dirty lots;

WHEREAS, The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to preserve and enhance the beauty of Lakeland;

WHEREAS, The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to eliminate overgrown and dirty lots in Lakeland;

WHEREAS, The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to amend Lakeland's Municipal Code to encourage Lakeland property owners to maintain a clean and healthy community for all its residents.

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

Section 1: Title 13, Chapter 1, Section 13-108 of the Lakeland Municipal Code shall be repealed and replaced with the following:

Chapter 1
MISCELLANEOUS

Section

13-108. Overgrown and dirty lots.

(1) Prohibition. Pursuant to the authority granted to municipalities under Tennessee Code Annotated § 6-54-113, it shall be unlawful for any owner of record of real property to create, maintain, or permit to be maintained on such property the growth of trees, vines, grass, underbrush, and/or the accumulation of debris, trash, litter, or garbage, or any combination of the preceding elements, so as to endanger the health, safety, or welfare of other citizens or to encourage the infestation of rates and other harmful animals. For the purposes of this prohibition, grass of any kind that exceeds six (6) inches in height on a residentially zoned parcel and grass of any kind that exceeds twelve (12) inches on a non-residentially zoned parcel shall be deemed to violate this section. Areas designated by the city as conservation easements or natural areas shall be exempt from the provisions set forth herein, but may be regulated as set forth elsewhere in the code of ordinances.

(2) Designation of public officer or department. The city manager shall designate an appropriate department or person to enforce the provisions of this section.

(3) Notice to property owner. It shall be the duty of the department or person designated to enforce the provisions of this section to serve notice upon the owner of record in violation of subsection (1) above. The notice shall be given by United States mail, addressed to the last known address of the owner of record. When an attempt at notification by United States mail fails or no valid last known address exists for the owner of record, the municipality may publish the notice in a newspaper of general circulation in the county where the property sits for no less than two (2) consecutive issues or personally deliver the notice to the owner of record. For purposes of this section, such publication shall constitute receipt of notice effective on the date of the second publication of the notice and personal delivery shall constitute receipt of notice immediately upon delivery. The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include, but not be limited to, the following elements:

ORDINANCE 17-255
AN ORDINANCE AMENDING LAKELAND'S CODE TO REGULATE
OVERGROWN AND DIRTY LOTS

- (a) A brief statement of this section, which shall contain the consequences of failing to remedy the noted condition;
- (b) The person, office, address and telephone number of the department or person giving notice;
- (c) A cost estimate for remedying the noted condition, which shall be in conformity with the standards of cost in the community; and
- (d) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing.

(4) Clean-up at property owner's expense. If the person fails or refuses to remedy the condition within ten (10) days after receiving the notice, the appropriate department or person may immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and the cost thereof assessed against the owner of the property. The municipality may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The municipality may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom such costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties. Upon the filing of the notice with the office of the register of deeds of the county in which the property lies, the costs shall be a lien on the property in favor of the municipality, second only to liens of the state, county and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the municipal tax collector or county trustee at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

(5) Clean-up of owner-occupied property. (a) When the owner of an owner-occupied residential property fails or refuses to remedy the condition within ten (10) days after receiving the notice, the appropriate department or person may immediately cause the condition to be remedied or removed at a cost in accordance with reasonable standards in the community, with these costs to be assessed against the owner of the property. Subsection 4 shall apply to the collection of costs against the owner of an owner-occupied residential property, except that the municipality shall wait until cumulative charges for remediation equal or exceed five hundred dollars (\$500) before filing the notice with the register of deeds and the charges becoming a lien on the property. After this threshold has been met and the lien attaches, charges for costs for which the lien attached are collectible as provided in subsection 4 for these charges.

(b) If the person who is the owner of record is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewerage or other materials, the ten-day period specified in subsection 4 shall be twenty (20) days, excluding Saturdays, Sundays and legal holidays.

(6) Appeal/hearing. The municipal governing body or the appropriate department, or both, may make any rules and regulations necessary for the administration and enforcement of this section. The municipality shall provide for a hearing upon request of the person aggrieved by the determination made pursuant to subsection (b). A request for a hearing shall be made within ten (10) days following the receipt of the notice issued pursuant to subsection (3). Failure to make the request within this time shall without exception constitute a waiver of the right to a hearing. Any person aggrieved by an order or act of the Board of Commissioners under this section may seek judicial review of the order or act. The time period established in subsection (5) shall be stayed during the pendency of a hearing.

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(7) Supplemental nature of this section. The provisions of this section are in addition and supplemental to, and not in substitution for, similar authority in any municipality's charter or other applicable law.

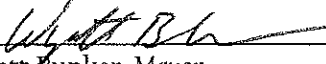
(8) Violations/penalty. In addition to the liability for the costs to remedy or remove any condition described in this section, any property owner who violates this section may be cited and subject to a civil penalty of fifty dollars (\$50.00) plus court costs for each separate violation of this section. Each day the violation continues shall be considered a separate violation.

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

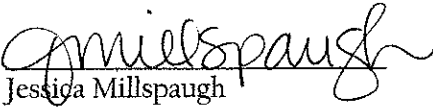
Section 3: This ordinance shall take immediately after its passage, the public welfare requiring it.

PASSED AND ADOPTED by the Mayor and Board of Commissioners of Lakeland, Tennessee on this 14th day of September, 2017, the public welfare requiring it.

First Reading: August 10, 2017
Public Hearing: September 14, 2017
Final Reading: September 14, 2017


Wyatt Bunker, Mayor

ATTEST:


Jessica Millspaugh
City Recorder