



Board of Commissioners
Work Session Meeting Agenda
Thursday, August 4, 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:
- 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:
 1. **Resolution** - amending BOSC Resolution 2020/10-01 approving a concept sanitary sewer plan for Evergreen Planned Development. *Sponsored by Emily Harrell*
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
July 07, 2022
- XI. REGULAR AGENDA:
 1. **Ordinance - Final Reading** - amending the fiscal year 2022-2023 annual budget passed by ordinance O-10-2022. *Sponsored by Michael Walker*

2. **Resolution** - appointment to the City of Lakeland Community Advisory Board. *Sponsored by Michael Walker*
3. **Resolution** - authorizing the City Manager to execute an agreement for consulting services with MPL Planning. *Sponsored by Michael Walker*
4. **Resolution** - appointing Michael Walker as City Manager and approving a related employment agreement for the City of Lakeland, Tennessee.
5. **Resolution** - replacing the existing and adopting a new Comprehensive Parks Master Plan for the City of Lakeland, Tennessee. *Sponsored by the PRB, presented by Patrick O'Mara*
6. **Resolution** - authorizing the Parks and Recreation Director to explore and apply for the Blue Cross Healthy Places grant through Blue Cross Blue Shield of Tennessee Foundation. *Sponsored by Patrick O'Mara*
7. **Resolution** - approving the purchase of two 72" Bobcat zero-turn mowers from Williams Equipment. *Sponsored by Daniel Lovett*
8. **Resolution** - approving the purchase of a Caterpillar 416 backhoe loader from Thompson Caterpillar of Memphis. *Sponsored by Daniel Lovett*
9. **Resolution** - approving a contract with Traf-Mark Industries, LLC for the FY23 pavement marking project. *Sponsored by Emily Harrell*
10. **Resolution** - approving an amendment to the project development contract between the City of Lakeland, TN and Lakeland Town Center, LLC. *Sponsored by Emily Harrell*
11. **Resolution** - approving a professional services agreement with Cannon and Cannon, Inc. for design of a traffic signal at Highway 70 and Seed Tick Road. *Sponsored by Emily Harrell*
12. **Resolution** - amending Resolution 2020/10-04 approving a concept sanitary sewer plan for Evergreen Planned Development. *Sponsored by Emily Harrell*

13. **Resolution** - approving a residential subdivision development contract with Evergreen PD, LLC for Evergreen Planned Development Phase
1. *Sponsored by Emily Harrell*
14. **Resolution** - authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents and making certain representations, certifications, and pledges of certain revenue in connection with such financing. *Sponsored by Emily Harrell*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - amending BOSC Resolution 2020/10-01 approving a concept sanitary sewer plan for Evergreen Planned Development. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Sewerage Commission approve resolution R-88-2022.

BUDGET IMPACT

There is no budgetary impact of this resolution.

DISCUSSION

The Board of Sewerage Commission and Board of Commissioners approved a Concept Sanitary Sewer Plan for Evergreen Planned Development in October 2020 with the condition that a development contract could not be executed for any phase of the development until the new Clear Creek Interceptor is constructed. The condition was a result of capacity concerns with the existing Clear Creek Interceptor current flows and future approved flows. The City is in the final stages of acquiring funding through the SRF loan program for construction of the new Clear Creek Interceptor and development in approved subdivisions has not met expected demands. Lakeland Meadows recently recorded Phase 1 plat which includes 33 lots of 367 total approved lots. Estates of Chambers Chapel has an approval for 70 lots, however a development contract has not been executed for any phase. The existing Clear Creek Interceptor has capacity to accept wastewater flows from Evergreen PD while the new Clear Creek Interceptor is under construction.

Staff recommends amending the Concept Sanitary Sewer Plan approval to remove Item 2 to allow the execution of a development contract while the new Clear Creek Interceptor is being constructed.

RESOLUTION R-88-2022

AMENDING RESOLUTION 2020/10-01 APPROVING A CONCEPT SANITARY SEWER PLAN FOR EVERGREEN PLANNED DEVELOPMENT

- WHEREAS,** the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby county Tax Assessor Parcel ID L0140 00071 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Evergreen Planned Development; and,
- WHEREAS,** the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,
- WHEREAS,** the Board of Sewerage Commissioners finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow a maximum of 130 gpm of flow that may be created upon the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system.

NOW, THEREFORE, BE IT RESOLVED by the Board of Sewerage Commissioners of the City of Lakeland, Tennessee, that Resolution 2020/10-01 be amended as follows:

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0140 00071, to service a proposed development upon said parcel known as Evergreen Planned Development, producing a maximum of 130 gpm of flow that may be created at a later date is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. ~~A development contract shall not be executed for any phase of the Evergreen Planned Development until the new Clear Creek Interceptor is constructed providing capacity for the additional sanitary sewer generated from the Development.~~
3. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

RESOLUTION R-88-2022

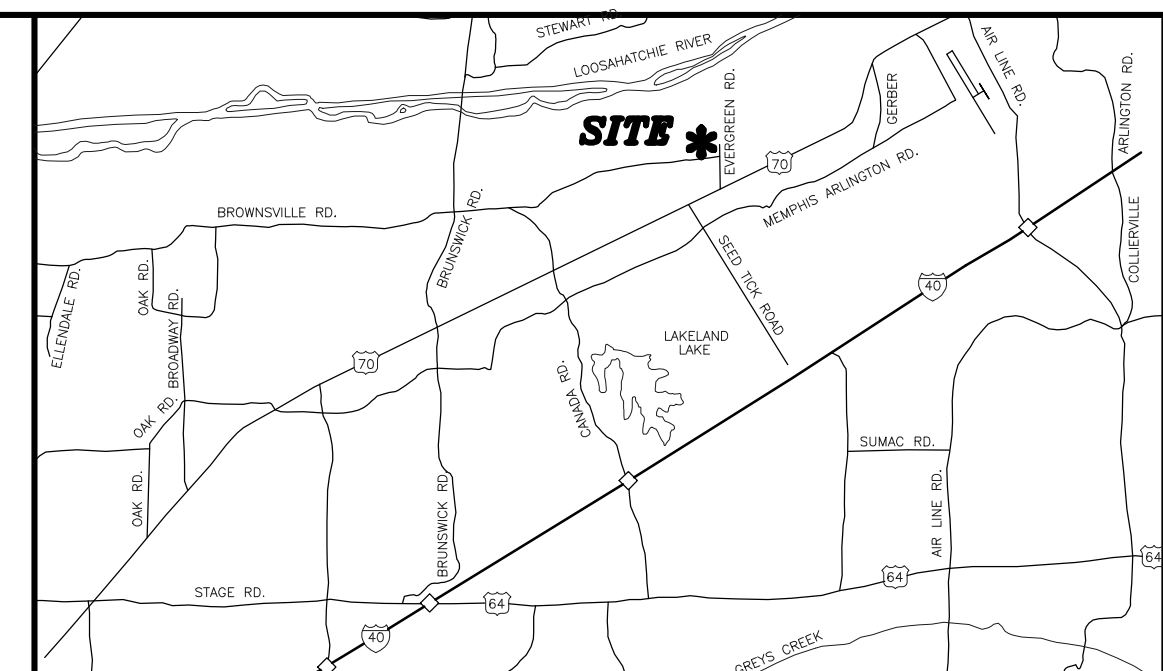
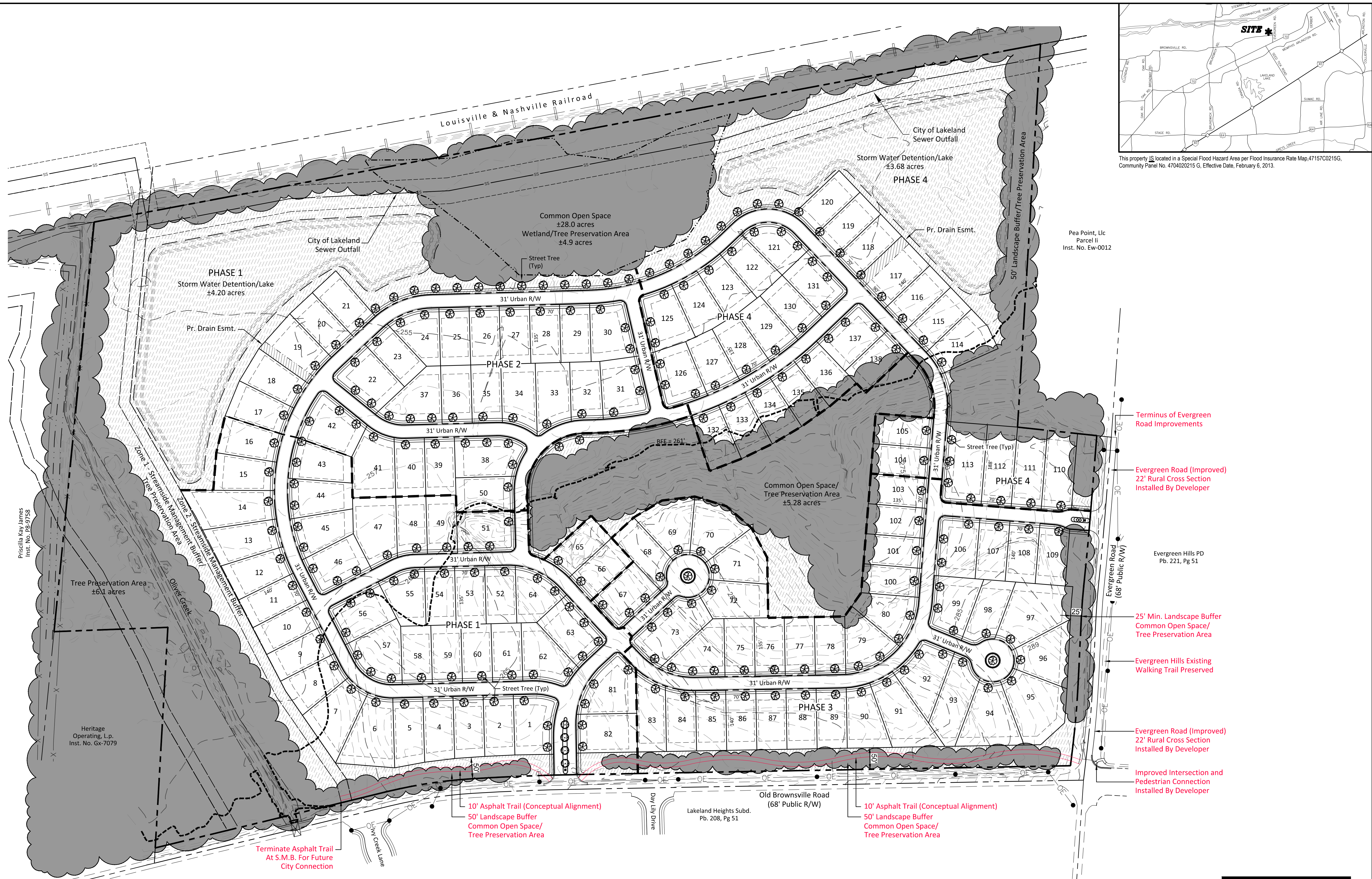
AMENDING RESOLUTION 2020/10-01 APPROVING A CONCEPT SANITARY
SEWER PLAN FOR EVERGREEN PLANNED DEVELOPMENT

APPROVED AND ADOPTED by the Board of Sewerage Commissioners of Lakeland,
Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

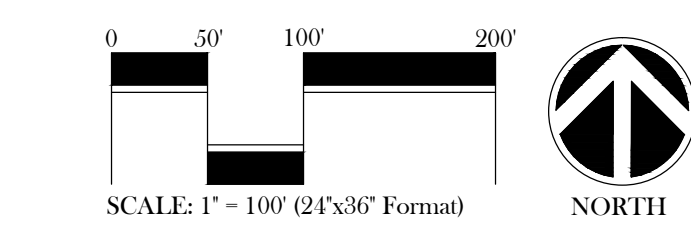
ATTEST:

Debra Murrell
City Recorder



Amended Outline Plan (Revised September 8, 2020)
EVERGREEN PLANNED DEVELOPMENT

Prepared For: May Family Properties



This conceptual subdivision plan is preliminary in nature, subject to approval by the governing municipality. This plan is subject to change and should be used for planning and reference purposes only. All rights of ownership are maintained by Integrated Land Solutions, PLLC.

landscape architecture
 planning
ils
 INTEGRATED LAND SOLUTIONS, PLLC
 9967 Bentwood Creek Cv. Collierville, Tn 38017
 901.493.6996 corybrady@gmail.com



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 07, 2022, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

DRAFT

I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:34 p.m. on Thursday, July 07, 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 Interim City Manager Michael Walker, City Engineer Emily Harrell, ITS Director Josh Thompson, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

VI. **TREASURER'S REPORT:**

No Report – Deferred to August for an Interim Update.

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

- Sheriff's Report: Summary report for the month of June (*Given by Det. Gregory Coull*)
- City Manager's Report: Interim City Manager Michael Walker offered a report.
- Commissioners' Report:
 - Commissioner Wright offered a report on the EDC/IDB activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Vice Mayor Dial offered a report on PRB activities.

VIII. **PUBLIC COMMENTS:**

Comments were heard from the following:

Judge Mary Wagner – Shelby County Circuit Court – Division 7
Judge Bob Weiss – Shelby County Circuit Court – Division 8

IX. **SEWERAGE COMMISSION BUSINESS:**

X. **CONSENT AGENDA:**

1. **Approval of Meeting Minutes from Previous Meetings:**

- a. Regular Meeting Minutes – June 09, 2022.

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 07, 2022, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002

DRAFT

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 – First Reading** – amending the fiscal year 2022-2023 annual budget passed by Ordinance O-10-2022. *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 First 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. **Resolution** – authorizing the Mayor and Vice-Mayor to sign a proclamation in honor of Brody Townsend. *Sponsored by Vice Mayor Dial*

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

For the record: Vice Mayor Dial read the Proclamation into record, and it will be presented to the family later. (A copy of the proclamation is on file and will be included as a part of the official minutes)

3. **Resolution** – approving 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 Atkinson.



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKE LAND, TENNESSEE 38002

DRAFT

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

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*

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

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*

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

Discussion ensued.

Comments were heard from the following:

Kevin Bailey – Lakeland Area Chamber of Commerce

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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DRAFT

6. **Resolution – approving an amendment to the Preliminary Development Plan for The Lake District.** *Sponsored by the MPC*

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

Discussion ensued.

Comments were heard from the following:

Yehuda Netanel – The Lake District

After the discussion, Commissioner Atkinson moved to amend the resolution to include 4 additional conditions as follows:

1. The Preliminary Development Plan and Final Plat shall be revised to remove areas from the scenic corridor buffer as required for the MLGW transformer.
2. The applicant shall be permitted to reduce the landscape strip in the residential areas from seven (7) feet to six (6) feet.
3. The street light requirement for the residential portion of The Lake District shall be removed, and the details for any other lighting fixtures proposed shall be added to the Preliminary Development Plan booklet.
4. The applicant shall revise the Preliminary Development Plan booklet to incorporate all changes approved by the Board of Commissioners and submit the revised booklet to City staff.

Commissioner Wright seconded the motion.

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

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

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

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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DRAFT

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*

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

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*

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

Discussion ensued.

Comments were heard from the following:

Mark Donley – Barge Design Solutions

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

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

9. **Resolution** – appointing Michael Walker, interim City Manager, as President of the Industrial Development Board of the City of Lakeland. *Sponsored by Michael Walker*

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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DRAFT

10. **Resolution** – authorizing Gaines Williams & Associates, Inc. to update SCADA hardware and software system. *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

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

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

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKE LAND, TENNESSEE 38002

DRAFT

13. **Resolution** – authorizing the City Manager to execute a renewal agreement with Environmental Systems Research Institute.

Sponsored by Josh Thompson

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

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

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

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

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

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

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

XII. ANNOUNCEMENTS:

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

The meeting was adjourned at 8:22 p.m. on Thursday, July 07, 2022.



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 07, 2022, 5:30 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002

DRAFT

These minutes were approved on August 11, 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, August 4, 2022

Subject: **Ordinance - Final 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: August 11, 2022
Final Reading: August 11, 2022

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - appointment to the City of Lakeland Community Advisory Board. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends approval of resolution R-81-2022.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

Ms. Megan Pope resides within District 7 of the Community Advisory Board districts, the currently vacant position on the CAB. Upon reaching out to the homeowners' associations of communities within the district, Ms. Pope's name was suggested and she subsequently applied to serve the City of Lakeland in this capacity.

As a television journalist, City Staff believes that her communications training and skills should only serve to enhance the effectiveness of the CAB.

Note: Ms. Pope's attached application is redacted to remove personally identifiable information from this public record. However, City Staff confirms her residence is within the 7th district of the CAB, as required.

RESOLUTION R-81-2022

APPOINTMENT TO THE CITY OF LAKELAND
COMMUNITY ADVISORY BOARD

WHEREAS, the City of Lakeland Community Advisory Board (the “CAB”) plays a vital role in helping communicate items from and recommend items to the Board of Commissioners on behalf of the best interest of the citizens of Lakeland; and,

WHEREAS, the CAB has a vacant position representing District 7 of the City of Lakeland, as defined by the CAB Bylaws; and,

WHEREAS, the Lakeland Board of Commissioners has the authority to appoint a new member to the CAB:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Megan Pope be appointed as the District 7 representative on the City of Lakeland Community Advisory Board to serve an approximate two (2) year term expiring July 1, 2024.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



City of Lakeland

Application for Boards & Commissions

Name: Pope Megan [REDACTED]

Address: [REDACTED] Last [REDACTED] First Lakeland, TN 38002 Middle

E-mail: [REDACTED].com Phone: 901 [REDACTED]

How long have you lived within Lakeland City Limits? 2 1/2 years

What is your present job description or profession? I'm a Senior National Producer (tv journalist)

Present Employer: [REDACTED] (I'm fully remote)

Employer Address: [REDACTED] 7 years

How long have you been employed at your present job?

☐ Resume is attached.

Education: (please list the levels of education, any type of degree(s), etc.)
BA in Communication: Journalism

Currently taking classes through Ole Miss to obtain my

Certified Associate in Project Management

Unique Skills: Effective written and verbal communicator, collaborative worker,
active listener

What are your interests? Much of my spare time is spent taking my 9 year old to his activities (he is an LES student)
but we enjoy exploring the Mid-South as a family, whether going to Shelby Farms, taking in a game, or eating out.



City of Lakeland

Application for Boards & Commissions

COMPLETE A SEPARATE SHEET FOR EACH BOARD/COMMISSION APPLYING FOR AND INDICATE YOUR FIRST CHOICE (AND SECOND/THIRD CHOICE, IF APPLICABLE)

Community Advisory Board

Board or Commission applying for: _____

Check if applicable: ☐ First choice ☐ Second choice ☐ Third choice

List related experience and/or training including volunteer activities: _____
Woodland Park Homeowners Association Welcome Committee

Memphis Area Alumnae Panhellenic Association President-Elect, Phi Mu Memphis Advisory Council

In addition to the soft skills listed above,
List special skills, qualifications, or interests: _____
I have served in a management capacity for multiple employers, with direct reports.

I not only produce newscasts and stories, but also specials and corporate education videos.

Reason you chose to volunteer on this Board/Commission: _____
I am focused on helping this part of Lakeland thrive,

especially as The Lake District continues to grow right up the street.

To be completed by the City of Lakeland

Appointed To: _____

Date of Appointment: _____

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - authorizing the City Manager to execute an agreement for consulting services with MPL Planning. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, Interim City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-78-2022.

BUDGET IMPACT

The funds associated with this resolution are appropriated in the General Fund as part of the FY23 Annual Budget, though budget transfer would be required (as is within the authority of the City Manager per ordinance).

DISCUSSION

The interim City Manager immediately contacted Paul Luker, member of MPL Planning and current Director of Planning and Development for the City of West Memphis, Arkansas, when the City's Planning Director position became vacant. Through interviews and conversations with Mr. Luker, the interim City Manager proposes the attached agreement for MPL Planning's member, Mr. Luker, to provide full-time non-exclusive services to the City as its Planning Director.

Mr. Luker has extensive experience in planning, serving as Director of Planning and Development for West Memphis, Arkansas since September 1999. Mr. Luker has experience in comprehensive planning, grant administration, economic development, regional planning, housing, and public works.

The hiring of personnel is by Charter a City Manager function. However, in accordance with the City's procurement policies, filling the Planning Director position through a contract agreement requires Board of Commissioners approval, as the contract total commitment exceeds \$10,000.

The associated agreement attached to this resolution is for a rate of \$8,000 monthly, which is the monthly gross salary amount that MPL Planning's member Paul Luker would receive as an employee of the City of Lakeland in accordance with the updated pay plan approved as part of the FY2023 Annual Budget and related Compensation Plan.

Under this arrangement, the City saves cost for the six-month term of the agreement, as it would not incur the approximate 45 percent benefit load provided to employees.

RESOLUTION R-78-2022

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH MPL PLANNING FOR PLANNING DIRECTOR SERVICES

WHEREAS, the City of Lakeland's Planning Director position is currently vacant; and,

WHEREAS, the City Manager and the Board of Commissioners of the City of Lakeland (the "Board") desire to ensure the continuity of city planning activities; and,

WHEREAS, the City Manager has negotiated an agreement with a highly qualified and experienced Planning Director through said Planning Director's single-member LLC, MPL Planning, for the provision of Planning Director services:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to enter into the attached agreement with MPL Planning for the provision of Planning Director services by its member, Paul Luker.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

MPL Planning

5480 S. Angela Road, Memphis, TN 38120

AGREEMENT FOR CONSULTING SERVICES

MPL Planning, a Tennessee based LLC, agrees to provide City of Lakeland, Tennessee the following professional services and City of Lakeland contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Lakeland for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional planning services to City of Lakeland as described in paragraph 3. below.

2. PARTIES

The parties to this agreement are City of Lakeland, hereinafter referred to as “Client,” and MPL Planning, hereinafter referred to as “Consultant.”

3. SERVICES

Consultant’s member, Paul Luker, AICP, shall serve as the Client’s Planning Director and provide the services listed in the attached scope of services. If there is a dispute over the meaning of this agreement, or if during the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners.

5. COMPENSATION and AGREEMENT TERM

For the services rendered, Client shall compensate Consultant at a rate of \$8,000 per month according to the attached scope of services paid monthly. The term of this agreement shall be for six (6) months. Agreement shall become effective on September 19, 2022, and terminate on March 19, 2023.

6. TERMINATION

Client or Consultant may terminate this agreement without cause at any time upon 30 days written notice. Consultant shall provide a final invoice for any uncompensated work completed prior to termination. Said invoice shall be payable by Client under the terms of paragraph 5.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

_____, August 11, 2022
Paul Luker, AICP
MPL Planning

_____, August 11, 2022
Michael L. Walker, City Manager
City of Lakeland, Tennessee

Scope of Services

I. General Summary of Overall Services

Plans, organizes, and advises on all activities related to City's overall planning and land development functions. Advises and makes recommendations to City Boards, Commissions, and departments on issues related to planning and land development, including implementation of regulations and ordinances. Consults with developers and other citizens to ensure that projects are planned and/or implemented in accordance with City requirements. Provides strategic advice in short and long-range planning and growth management.

II. Listing of Individual Services

1. Plans, organizes, and directs all activities related to City's overall planning and land development functions.
2. Advises and makes recommendations to City boards, commissions, and departments on issues related to planning and land development, including interpretation, revision, implementation, and enforcement of regulations and ordinances and the creation and implementation of development and growth plans (e.g. the Comprehensive Plan).
3. Supervises administration and directs implementation of Sign Ordinance, Zoning Ordinance, Subdivision Regulations, Design Guidelines, the Comprehensive Plan, and related regulations, plans, and policies
4. Interprets and enforces regulations and ordinances, including Municipal Code, Zoning Ordinance, the Comprehensive Plan, and Subdivision Regulations.
5. Provides strategic direction in short and long-range planning and growth management.
6. Researches, prepares, and/or implements technical and operational studies, reports, and projects or oversees related activities performed by staff.
7. Makes presentations to boards, commissions, volunteers, and other community groups.
8. Evaluates and revises tracking procedures for development projects.

RESOLUTION R-85-2022

APPOINTING MICHAEL WALKER AS CITY MANAGER AND
APPROVING A RELATED EMPLOYMENT AGREEMENT
FOR THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the Board of Commissioners for the City of Lakeland, Tennessee appointed Michael Walker as interim City Manager on May 12, 2022, with an effective date of June 11, 2022; and,

WHEREAS, Mr. Walker has proven his leadership in the City of Lakeland's Finance and Human Resources Departments through numerous initiatives, including the City of Lakeland's first and continued recognition for budgetary and financial reporting excellence; and,

WHEREAS, the Board of Commissioners desires to support the promotion from within of qualified and effective staff; and,

WHEREAS, the Board of Commissioners desires to appoint Mr. Walker, interim City Manager and Finance and Human Resources Director as the City of Lakeland's City Manager; and,

WHEREAS, the Board of Commissioners desires to provide Mr. Walker with additional incentive to effectively serve the City of Lakeland through the security of an Employment Agreement, attached as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Mr. Michael Walker is hereby appointed as the City Manager effective August 11, 2022.

BE IT FURTHER RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, approves the Employment Agreement attached as Exhibit A, and authorizes the Mayor to execute said agreement on behalf of the City of Lakeland, Tennessee.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee, this 11th day of August, 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell, *City Recorder*

R-85-2022 EXHIBIT A EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2022 by and between the **CITY OF LAKELAND, TENNESSEE** a municipal corporation, hereinafter called “EMPLOYER” or “CITY”, and **MICHAEL WALKER** hereinafter called “EMPLOYEE”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of EMPLOYEE as City Manager of the CITY OF LAKELAND, TENNESSEE; and

WHEREAS, it is the desire of the BOARD OF COMMISSIONERS of the CITY OF LAKELAND, TENNESSEE, hereinafter called “BOC”, to provide certain benefits, establish certain conditions of employment, and set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the BOC to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring EMPLOYEE’s morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE; (4) to provide for conditions of employment; and

WHEREAS, EMPLOYEE desires to accept employment as City Manager of said CITY OF LAKELAND, TENNESSEE.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I – DUTIES

EMPLOYER hereby agrees to employ MICHAEL WALKER as City Manager of the CITY OF LAKELAND, TENNESSEE commencing on or before August 11, 2022 to perform the functions and duties specified by the City Charter, laws, and municipal ordinances and to perform other legally

permissible and proper duties and functions of the office of City Manager as the BOC shall from time to time assign.

SECTION II – AT WILL EMPLOYMENT

EMPLOYEE is an employee at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the BOC to terminate the services of EMPLOYEE at any time, subject to the provisions set forth in Section III.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with the EMPLOYER, subject only to the provision set forth in Section III of this Agreement.

SECTION III – TERMINATION AND SEVERANCE PAY

A. During the first year of this Employment Agreement if EMPLOYEE is terminated for any reason other than:

- (1) The conviction of a crime involving moral turpitude; or,
- (2) For cause, cause being defined as those causes set forth in Tennessee Code

Annotated § 6-21-101,

EMPLOYER agrees to pay EMPLOYEE twelve (12) full months of salary as outlined in Section IV of this Agreement and benefits as outlined in Sections V and IX of this Agreement as severance pay after the date of termination.

B. In the event EMPLOYER at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than applicable across-the-board reduction for all employees of EMPLOYER, or in the event EMPLOYER refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, then, in that event, EMPLOYEE may, at his option, be deemed to be “terminated” at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision herein.

C. In the event EMPLOYEE shall resign his position as City Manager, he shall not be entitled to any severance compensation. Further, should EMPLOYEE resign from employment, he agrees

to provide the BOC at least sixty (60) days written notice prior to his resignation (“Resignation Term”). EMPLOYEE agrees that during the Resignation Term, EMPLOYEE shall not take in excess of one (1) week consecutive vacation time as the Resignation Period shall be a working term to assist in facilitating an efficient transition for the City to the subsequent City Manager. Any accrued vacation time shall be paid to EMPLOYEE as financial compensation at end of the Resignation Term in accordance with the Employer’s Employee Handbook. Employee’s breach by his failure to comply with the terms of this section shall serve as a forfeit of all salary or benefits due as of the date of the breach.

D. Following the first year of employment under this Employment Agreement, if EMPLOYEE is terminated for any reason other than:

- (1) The conviction of a crime involving moral turpitude; or,
- (2) For cause, cause being defined as those causes set forth in Tennessee Code

Annotated § 6-21-101,

EMPLOYER agrees to pay EMPLOYEE six (6) months of salary as outlined in Section IV of this Agreement and benefits as outlined in Sections V and IX of this Agreement as severance pay.

SECTION IV – SALARY

The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto based on an initial annual salary of One Hundred Thirty Thousand Dollars (\$130,000.00), payable in bi-weekly equal installments at the same time as other employees of the CITY are paid. The annual salary stated herein may increase from time to time during the term of this Agreement in accordance with Section VI of this Agreement. Additionally, standard annual percentage pay increases applicable to all employees of the CITY OF LAKE LAND, TENNESSEE approved as part of the Annual Budget and in conjunction with EMPLOYER’s Compensation Policy shall also apply to EMPLOYEE.

SECTION V – RETIREMENT BENEFIT

EMPLOYEE shall receive pension and retirement benefits afforded other Employees of the CITY in accordance with the City Charter, local ordinances, compensation policies, and Employee Handbook of the CITY.

SECTION VI – PERFORMANCE EVALUATIONS

The BOC shall review and evaluate the performance of the EMPLOYEE annually. The criteria for evaluation may be added to or deleted from as the BOC may from time to time determine, after consultation with the EMPLOYEE. The BOC, at its sole discretion, may authorize merit pay increases at the conclusion of the annual performance evaluation process.

SECTION VII – AUTOMOBILE/TRANSPORTATION

EMPLOYEE is required to be on call for twenty-four (24) hours service, so therefore, must have access to a vehicle for CITY business.

EMPLOYER agrees to provide EMPLOYEE with a monthly personal vehicle allowance of Five Hundred Dollars (\$500.00) in lieu of providing EMPLOYEE a CITY vehicle. Should EMPLOYEE travel outside of Shelby County for CITY business, he will comply with the City travel policy regarding travel authorization.

SECTION VIII – VACATION AND SICK LEAVE

EMPLOYEE shall be subject to the vacation and sick leave policies as set forth in the Employee Handbook for the CITY.

SECTION IX – INSURANCE

The EMPLOYEE shall receive, at CITY expense, the standard medical, life, and disability and related insurance benefits received by all CITY employees from time to time. The EMPLOYEE's wife and children (so long as his children are eligible dependents for medical insurance coverage) shall receive, at CITY expense, the standard medical and related insurance benefits, except life and disability coverage, received by all Lakeland employees from time to time.

SECTION X – MISCELLANEOUS/PROFESSIONAL/EDUCATION-RELATED EXPENSES

EMPLOYER agrees to budget and reimburse EMPLOYEE for miscellaneous expenses as City Manager for the good of the EMPLOYER (including but not limited to cell phone expenses) and for professional dues and subscriptions of EMPLOYEE necessary for his continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for his

continued professional participation, growth, and advancement, as City Manager. In the event EMPLOYEE desires to further his formal education for his continued professional growth as City Manager, EMPLOYER agrees to budget and reimburse EMPLOYEE for education-related expenses. EMPLOYEE shall submit documentation for any such expenses prior to reimbursement for same. EMPLOYEE shall submit a monthly itemized report to the BOC detailing any such expenses for the prior month. EMPLOYER agrees to budget and reimburse EMPLOYEE for professional dues, subscriptions, licensing fees, or other expenses related to EMPLOYEE's obtaining and/or retaining any employment-related professional licenses.

CITY's annual budget for all miscellaneous, professional, and education-related expenses referenced in this Section XI shall not exceed Six Thousand Dollars (\$6,000.00) per year.

SECTION XI – INDEMNIFICATION

EMPLOYER shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of EMPLOYEE's duties as City Manager. EMPLOYER may fulfill this obligation by providing an appropriate insurance policy or policies.

SECTION XII – BONDING

EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law, ordinance, or resolution.

SECTION XIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The BOC, after consulting with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. Except as is inconsistent with the provisions of this Agreement, all provisions of the City Charter, laws and ordinances, and regulations and rules of the EMPLOYER relating to retirement and pension system contributions, holidays, and other employee benefits and working conditions as they now

exist or hereafter may be amended, also apply to EMPLOYEE as they would to other employees of the EMPLOYER.

SECTION XIV – GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of EMPLOYEE.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.

SECTION XV – NOTICES

Notice pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

EMPLOYER: City Attorney – City of Lakeland
10001 U.S. Highway 70
Lakeland, Tennessee 38002-9756

EMPLOYEE: Michael Walker
[REDACTED]
[REDACTED]

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the CITY OF LAKELAND, TENNESSEE has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the EMPLOYEE has signed and executed this agreement, in the day and year first above written.

EMPLOYEE

MICHAEL WALKER

ATTEST:

City Recorder

EMPLOYER

CITY OF LAKELAND, TENNESSEE

APPROVED AS TO FORM:

City Attorney

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - replacing the existing and adopting a new Comprehensive Parks Master Plan 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 recommends the Board of Commissioners approve resolution R-79-2022.

BUDGET IMPACT

There is no budgetary impact of this resolution.

DISCUSSION

A Parks Master Plan is the accepted industry standard for park and recreation agencies to guide growth and development. The City of Lakeland's new plan is the result of a community input meeting and community surveys beginning in January 2022.

The most recently adopted City of Lakeland Parks Master Plan developed in 2009 is outdated.

The Tennessee Department of Environment and Conservation (TDEC), among other funding bodies, has implemented a requirement for parks and recreation agencies to possess a current Parks Master Plan to be eligible for funding.

The purpose of this Master Plan is to provide a comprehensive understanding of the community's existing assets and provide guidelines for future investments. By developing this plan, the City has recognized the need to make key investments to support existing facilities and increase staffing to remain competitive with peer communities, both locally and across the country. This plan provides recommendations for how and where to focus those investments, which allows the City to strategically expand and improve its parks and recreation system.

RESOLUTION R-79-2022

REPLACING THE EXISTING AND ADOPTING A NEW COMPREHENSIVE PARKS
MASTER PLAN FOR THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the City of Lakeland, Tennessee, Parks and Recreation Board desires to implement an updated Comprehensive Parks Master Plan; and,

WHEREAS, the current City of Lakeland, Tennessee, Comprehensive Parks Master Plan passed via Municipal Planning Commission Resolution 09/02, having been created thirteen (13) years ago, is outdated; and,

WHEREAS, the Board of Commissioners has reviewed the proposed Comprehensive Parks Master Plan and desires to implement it as recommended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Municipal Planning Commission Resolution 09/02 is hereby rescinded and the Comprehensive Parks Master Plan, attached hereunto, is hereby adopted.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CITY OF
LAKELAND
TENNESSEE

SYSTEM-WIDE MASTER PLAN

JULY 2022



SPECIAL THANKS:

We extend our sincere appreciation and gratitude to the residents of Lakeland, the City staff, elected officials, and stakeholders who assisted in the public surveys, comment forms, meetings, and the overall planning process. This critical input guided the development of this master plan and in turn will have a positive impact on the City of Lakeland over the next decade.

CITY OF LAKELAND

MAYOR AND BOARD OF COMMISSIONERS

Mike Cunningham – Mayor
 Michele Dial – Vice Mayor
 Jim Atkinson
 Richard Gonzales, Jr
 Wesley Wright

PARKS AND RECREATION BOARD

Pat O’Mara – Parks and Recreation Director
 Michele Dial – Vice Mayor
 Amber Sawyer
 Mark Donley
 Katie Autry
 Emily Harrell
 Derek Johnston
 Steven Snow

PLANNING CONSULTANT TEAM

Kimley-Horn:

Michael Shelton
 Tim Bryant
 Elizabeth Tufnell
 Catherine Hackett

brg3s:

Susan Golden
 Jason Jackson
 Amanda Kotecki
 Mario Oliver



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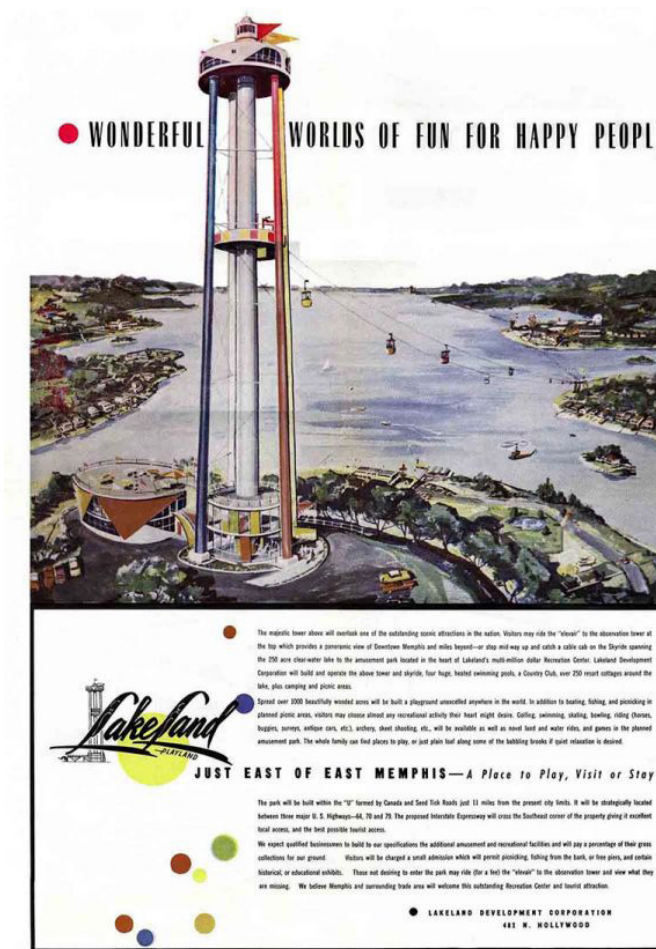
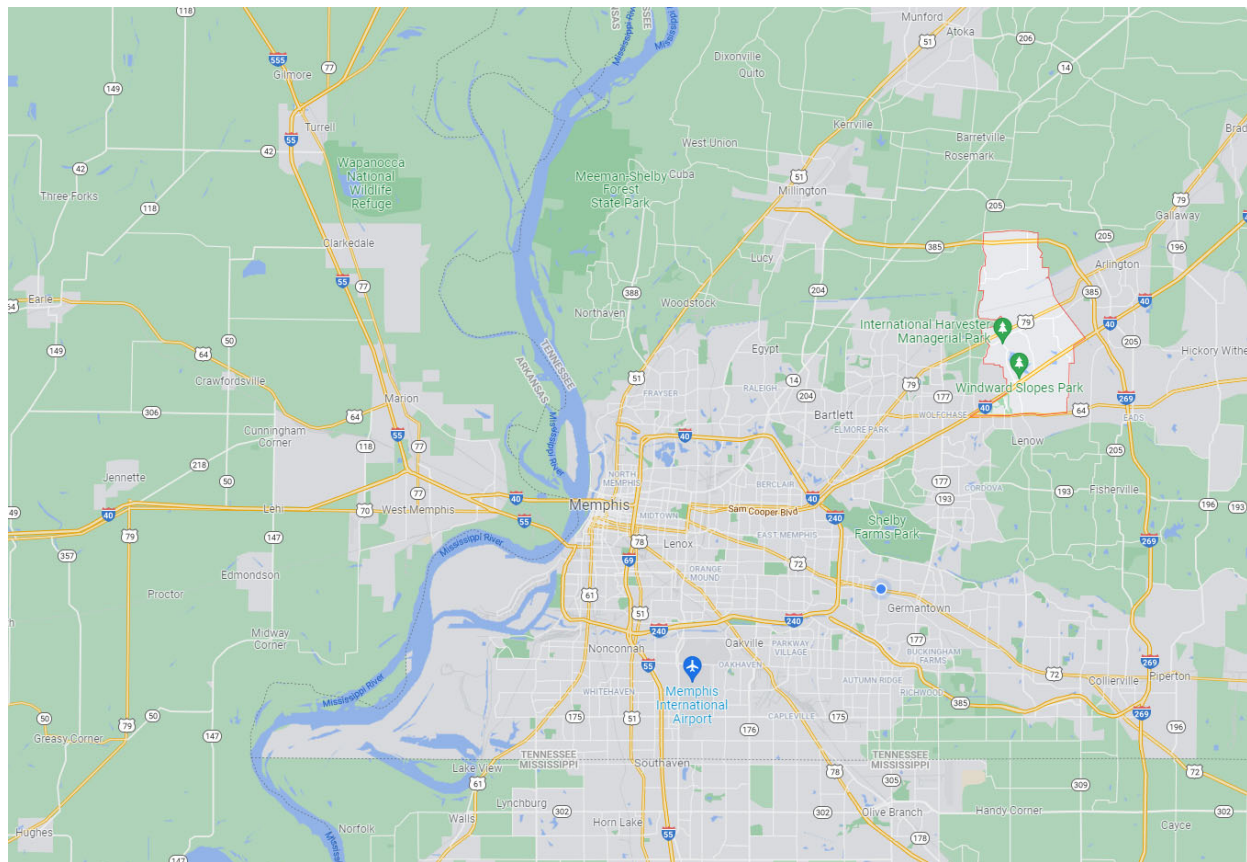
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INTRODUCTION

Lakeland is located east of Memphis in Shelby County, Tennessee. The city consists of residential and commercial areas tucked into rolling country side and mature woodlands. Lakeland is designated as a 'Tree City USA' by the Arbor Day Foundation. Residents enjoy the picturesque scenery provided as a result of Lakeland's generous conservation easements and smart design guidelines. As the city continues to develop, great emphasis is placed on retaining the city's natural beauty.

The goal of this Parks and Recreation System-wide Master Plan is to provide appropriate recommendations by evaluating existing facilities and amenities in addition to analyzing current and projected growth in Lakeland. These recommendations will be provided as achievable and actionable strategies that will serve as a road map for the Parks Department over the next 10 years.

This Master Plan analyzes previous reports and relevant documents, current demographics and projections, community engagement efforts, existing recreational assets, benchmark analysis of peer communities, financial analysis, and presents an actionable implementation plan to guide the City forward as it relates to parks and recreation. Throughout the Plan, the theme of family-friendly recreation balanced with economic development to enhance Lakeland's unique assets is emphasized.



The City of Lakeland has a storied history. It began as the location of an amusement park titled LakeLand in the late 50's and 60's. This was the dream of local businessman Louis Garner, who sought to create the 'Disneyland of the Mid-South.' However, by the 1970's the amusement park began to down-scale as park visitors decreased. In 1977, Lakeland residents voted to incorporate as a city. A few relics from the past remain, as Lakeland has developed over the years. Now, the City boasts one of the top places to live in Tennessee.

The Parks and Recreation department manages 8 parks throughout the city that range in size from a 3 acre neighborhood park to a 100 acre parcel on which a sports complex will be constructed. The Parks and Recreation department manages a total of 230 acres in Lakeland. The department offers programs for all ages, including youth sports and senior activities. The population continues to grow in Lakeland, and the Parks and Recreation Department strives to continue to meet the public's needs.



SUMMARY OF EXISTING PLANS

SUMMARY OF EXISTING PLANS

The following plans were collected and reviewed to better understand the existing framework the City has set, how these plans impact the Parks and Recreation System, and the foundation on which this Master Plan will build.

- 2009 Lakeland Recreation Master Plan
- Lakeland Athletic Complex Master Plan
- ADA Self-Evaluation and Transition Plan
- IH Managerial Park Master Plan
- Land Use and Transportation Plan

2009 LAKELAND RECREATION MASTER PLAN

This Master Plan that was finalized in 2009 examined existing park infrastructure and laid out a frame work for the City to follow for the next ten years. The purpose of the plan was to identify and evaluate existing parks and recreation facilities, assess the need for additional parks and facilities, establish the vision and goals of the Lakeland Parks and Recreation System, and provide a series of recommendations for the implementation of the goals and vision established.

Public input was sought to guide the development of the master plan. Two public input sessions were held at the IH Managerial Clubhouse. Attendees were separated into focus groups that discussed their ideas, needs, goals, and concerns for city-wide parks and recreation in Lakeland. The results were grouped into the following categories: Descriptors for the Vision of the Lakeland Parks and Recreation System, Types of Parks Needed by the Lakeland Parks and Recreation System, Types of Programs Needed by the Lakeland Parks and Recreation System, and Specialized Facilities/Amenities Needed by the Lakeland Parks and Recreation System. The descriptors for the vision of the Lakeland Parks and Recreation system included creating an identity for the City, developing a connected community, preserving the natural environment, and promoting the health, well-being, and quality of life for residents. Citizens identified a large multi-use park, a sports complex, small neighborhood parks and a community center as types of parks needed in the City. Programs needed in the City included youth sports, special events, and after school programs.

The design team used the input gathered from the public input sessions to lay out the vision of the Lakeland Parks and Recreation system that would direct the City over the next decade. The Vision Statement was "The Lakeland Parks and Recreation Department envisions providing well designed, interconnected parks, trails, recreation facilities, and natural areas that connect and serve the entire community, demonstrate environmental stewardship, preserve the natural environment, enhance the health and well-being of the community, promote city pride, strengthen the economy, and distinguish the system as a local, state, and national leader in parks and recreation."

The project team also took inventory of the existing parks and analyzed the condition of existing amenities and facilities. Based on feedback from the community, population projections, and National Recreation

and Park Association (NRPA) guidelines, the project team listed improvement recommendations for each park, provided a conceptual plan for a community center, described the need for a sports complex, suggested the development of a comprehensive greenway plan. The plan also detailed possible funding mechanisms including adding/increasing taxes, development fees, recreational service fees, general obligation bonds, community partnerships and applicable grants.

LAKELAND ATHLETIC COMPLEX MASTER PLAN

Based on the need for sports facilities within the City of Lakeland, a master plan for a large sports complex was developed. The city purchased this land in 2004 in an effort to acquire more parkland. In 2018, the Tennessee Department of Environment and Conservation's Local Parks and Recreation Fund Grants program awarded the city a grant to develop the park. Phase I of the site plan included two multi-use fields, parking, landscaping, and drainage. It was completed in the fall of 2021. The master plan for the park was approved by the Board of Commissioners in September of 2021. A survey was conducted by the City to guide the planning process.

SURVEY RESULTS:

Of the respondents surveyed, 55 percent did not participate in recreation activities offered by the City, while 73 percent participated in recreation activities offered by another municipality. The most popular municipalities that respondents participated in were the neighboring towns of Arlington and Bartlett. Bathroom facilities, walking paths, and multi-use fields ranked highest in preferred amenities, while equestrian



trails, horseshoe pits and educational/interpretive sites ranked lowest.

IH MANAGERIAL PARK MASTER PLAN

The site of IH Managerial Park was once the home of International Harvester Managerial Club and was used as a place for activities and leisure among club members. The park was donated to the City of Lakeland in 1997 and included a 5 acre lake and the 5,500 square foot IH Clubhouse. The interior finishes of the clubhouse and it's programming were updated based on recommendations from the 2009 Lakeland Recreation Master Plan. An adjacent Senior Center building was also added.

The IH Managerial Park Master Plan laid out a comprehensive trail network, as well as, connections to a larger 'greenbelt' system. It also depicted what is now the LAMP amphitheater and event space, a new pavilion, a playground, an additional parking area, two fishing piers, and an eighteen hole disc golf course. The playground, new pavilion, fishing piers, and disc golf course have not yet been constructed.



ADA SELF-EVALUATION AND TRANSITION PLAN

Lakeland's ADA Self-Evaluation and Transition Plan evaluated the programs, services, and activities provided by the City for ADA compliance. It also proposes solutions to remove barriers to ADA compliance, and provides a Transition Plan which outlines the necessary planning steps for successful program/facility modification over the next 30 years. Barriers to accessibility that were identified include physical barriers (parking, doors, restrooms, drinking fountains, path of travel, etc) and programmatic barriers (signage, emergency notifications, visible signals, participation opportunities for City sponsored events, etc.). The Transition Plan evaluated each existing park location and the facilities within them - parking lots, paths of travel, buildings, restrooms, fields, playgrounds, and other park amenities. The Transition Plan identifies what the barriers are, recommendations on how to improve the barrier, and an approximate cost associated with each improvement. As the City makes improvements to the existing parks, the Action Log for each facility should be reviewed and those improvements should be made simultaneously.

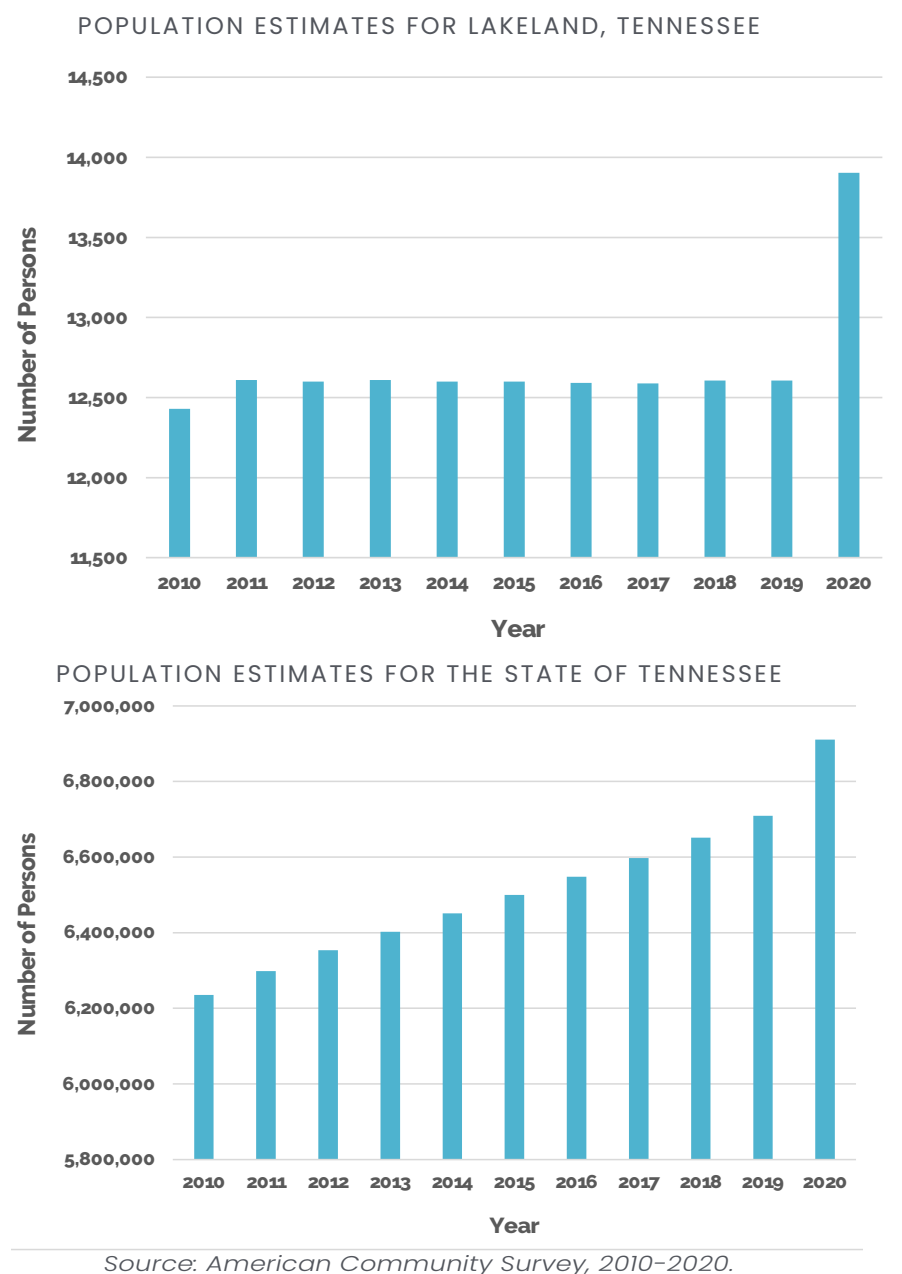


DEMOGRAPHICS

DEMOGRAPHICS

POPULATION TRENDS AND PROJECTIONS

The population of Lakeland as of 2020 was 13,904. Following a decade of rapid growth from 2000 to 2010, population growth stalled in the decade between 2010–2020. A large spike in population growth in 2020 bumped the average population growth rate to 1.17 percent. The population of Lakeland is 50.9% female and 49.1% male. The graphs below illustrate the change in population between 2010 and 2020 in Lakeland and in the state of Tennessee.

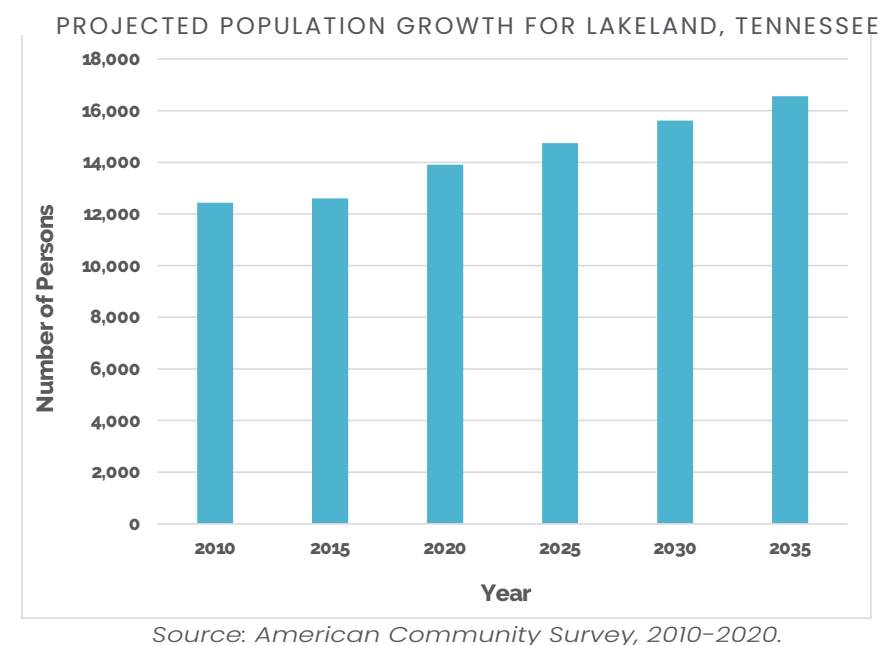


Population growth percentages from 2010–2020 indicate that the population of Lakeland remained steady for much of the decade. However a 10.3 percent spike was recorded in 2020. Overall, Lakeland saw a 1.17 percent growth rate from 2010 to 2020, compared to a growth rate of over 80 percent from the previous decade.

Population Percent Change in Lakeland	
2011	1.45%
2012	-0.08%
2013	0.07%
2014	-0.07%
2015	-0.01%
2016	-0.06%
2017	-0.03%
2018	0.14%
2019	0.00%
2020	10.30%
Average	1.17%

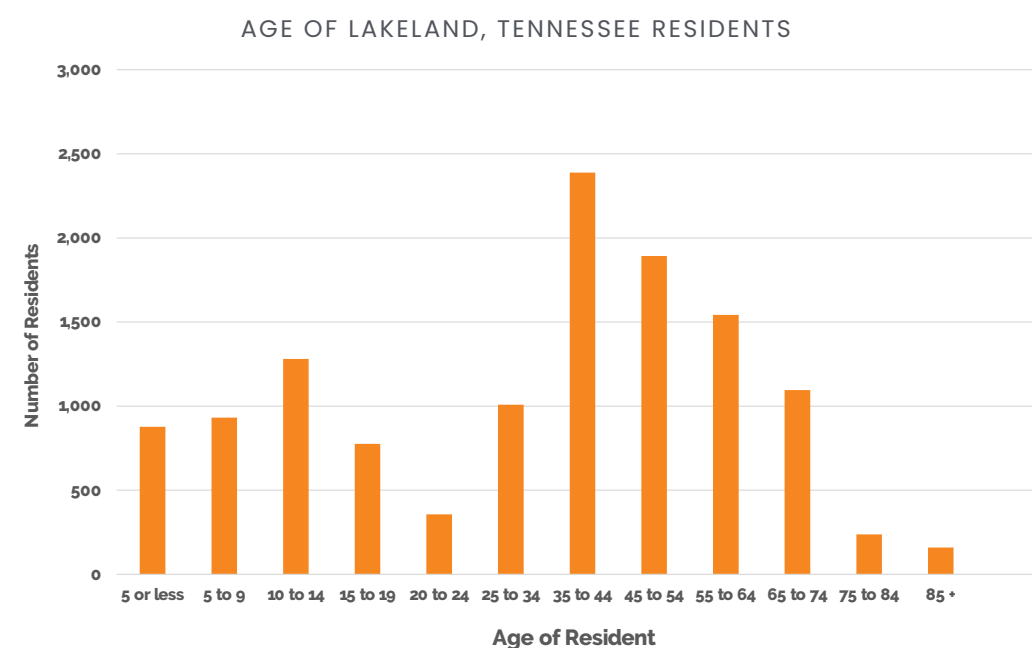
Source: American Community Survey, 2010–2020.

Population growth estimates for Lakeland indicate a growing population throughout the next 15 years. It is difficult to accurately quantify this growth due to the inconsistency of growth and the speculative nature of population projections. The following graph shows Lakeland's projected population growth, given the growth rate of 1.17 percent seen over the last decade.



AGE

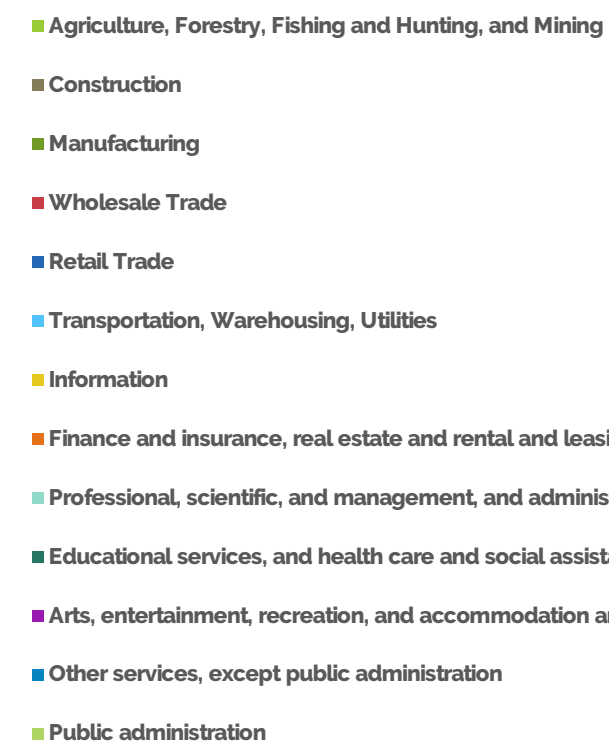
The median age for a resident in Lakeland is 38 years old, which is consistent with the statewide median of 38.7 years old. Lakeland's largest age bracket includes those between 35 and 44, making up 19% of the population. Approximately 24% of the population is under the age of 19. This large percentage of children, teens, and middle-aged adults shows that families with children live here. This further necessitates the need for adequate parks and open space. Adults age 20-24 make up the smallest category of non-senior age residents.



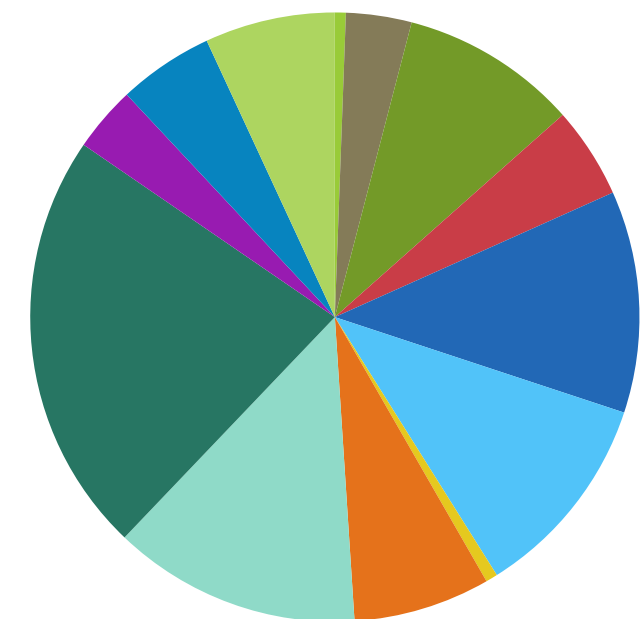
Source: American Community Survey, 2010-2019.

EMPLOYMENT

The number of employed civilians in Lakeland (ages 16 and over) is 6,208. The American Community Survey categorizes employment into the thirteen categories seen in the chart to the right. In Lakeland, the most prevalent industry is educational services, health care, and social assistance (22%). The next highest industries include Professional, Scientific and Management at 13%, Retail Trade at 12%, and Transportation, Warehousing, and Utilities at 11%.



INDUSTRY SECTOR OF EMPLOYED POPULATION



Source: American Community Survey, 2010-2019.

EDUCATION

Of the City's population ages 25 and over, 95% are high school graduates (including equivalencies) and 42% have attained a bachelor's degree or higher. This statistic is quite higher than the statewide average of 27.3% of individuals that have received a bachelors degree or higher.

Education for the 25 Years and Over (2010-2014)	Lakeland	%	Tennessee
Total 25 Years and Over Population	8326		4336243
Less than High School	413	4.96%	15.05%
High School Graduate	1753	21.05%	33.08%
Some college or Associate Degree	2496	29.98%	27.48%
Bachelor Degree	2372	28.49%	15.60%
Master, Doctorate, or Profession Degree	1292	15.52%	8.79%

Source: American Community Survey, 2010-2019.

HOUSING

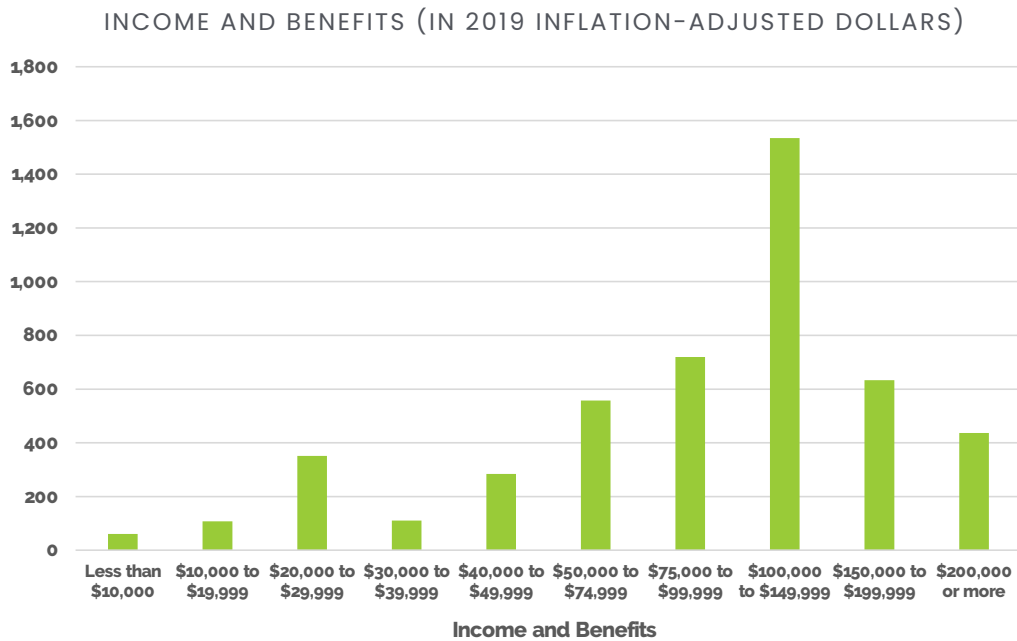
Based on the 2014-2019 American Community Survey 5-Year Data Profile, the owner occupied housing unit rate during this time for Lakeland was 76.6%, compared to 58.8% for the state of Tennessee. The median value of the homes in Lakeland is \$257,400, compared to the statewide median of \$167,200. The City averages just over three (3) persons per household with 89.7% of residents having lived in the same house for more than a year.

DIGITAL ACCESS

Of the total households in Lakeland, TN, almost all residents have access to a household computer (97%) with only slightly fewer having access to broadband Internet (94.5%). Both of these numbers are higher than the Tennessee state averages, 87% of which have access to the Internet and 78% having access to broadband internet.

INCOME

The median household income for Lakeland, TN is \$109,421 (in 2019 dollars) based on the data collected from the American Community Survey 2010-2019. This number is quite a bit higher than the statewide median household income of \$66,242. Of the Lakeland population (16 years and older), 3.2% are unemployed and 28.9% are not in the labor force. The statewide average for unemployment is 5.3%, much higher than that of Lakeland.



Source: American Community Survey, 2010-2019.

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT

INTRODUCTION MEETINGS

The project began with an initial kickoff meeting on November 30, 2021. The kickoff meeting included the Parks Director, Vice Mayor, Parks Board, as well as other city staff. This meeting served to establish direction on a number of key issues, including the vision the attendees held for the new plan and the goals they wished to see accomplished. The meeting was facilitated through a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis for each park. Another major discussion point from the meeting was the desire for a community center in Lakeland. The meeting also served to schedule dates for future public meetings and an overall timeline for the completion of the project.

SITE VISITS

The master plan team performed site evaluations of existing facilities in Lakeland to determine the current condition of the existing amenities. At each facility, the team took photos and notes of site and amenity conditions. These findings allowed the master plan team to understand the strengths, weaknesses, features, and potential improvements for each facility. Several of the facilities need renovation and refreshing, but generally are performing well and are enjoyed by visitors. Short-term and long-term goals for each facility are also provided, and are based on interviews with staff and observations from the site visits. These individual evaluations can be found beginning on page 50.



COMMUNITY INPUT SESSION

A community input session was held on Tuesday, January 11, 2022 in the Lakeland Preparatory School Cafeteria. The goal of the meeting was to introduce the master plan team to the community and give an overview of the project. Feedback from the participants was also solicited throughout the presentation through the Mentimeter platform. During the presentation, participants were able to answer survey questions with results displayed in real time. These questions included "With one word or phrase, describe Lakeland's Parks and Recreation system", "How do you access your local park?", "What activities attract you to parks in Lakeland", and "Do you believe Lakeland needs a community center for recreational activities?"

Following the presentation, breakout sessions were held at stations that allowed members of the community to express feedback on a variety of topics utilizing presentation boards, sticky notes, and sticker dots. Several of the break out sessions included presentation boards with maps of each of the

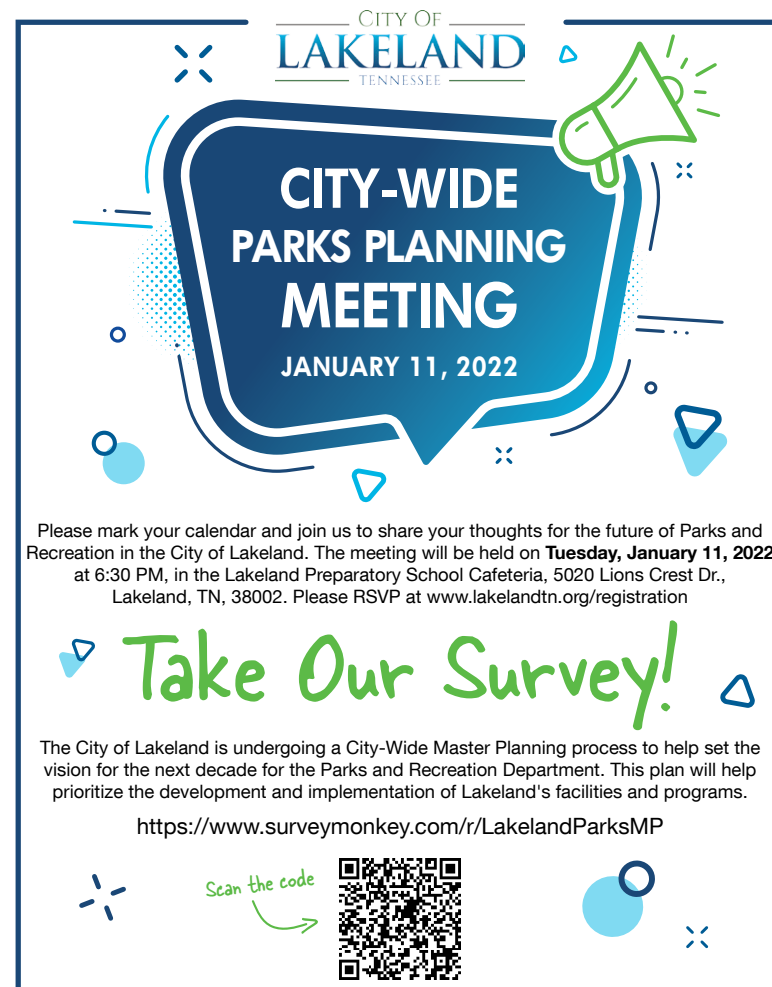
City's parks. Community members were asked to place sticky notes with written positive or negative attributes for each park and any other information they wished to divulge. One break out station was an overall aerial of the city with all the parks and other major features/points of interest. The purpose of the station was for community members to identify "Gaps in Service" or areas that are in need of a park facility. The final breakout station included a list of potential programming elements in a new community center. Participants were asked to place a sticker dot on five of the most important elements they would like to see in a new community center.



PUBLIC SURVEY

One of the key strategies for public input was an online survey used to gather feedback from the community. The 16 questions in the survey were developed to gather data regarding perceptions, programming, and user trends across the community's parks and recreational facilities. Lakeland promoted awareness and participation for the survey through social media and a mailing campaign. The survey was provided in an online format that utilized Survey Monkey and received 158 responses from January 11, 2022 to February 22, 2022.

The results summarized in the following exhibits reflect the feedback provided by the 158 participants that completed the survey. The input they offered provided the master plan team with critical insights that were used to help the City determine future focus areas, current shortcomings and proposed improvements.



The public survey had a total of 16 questions that can be grouped into 4 categories:

DEMOGRAPHIC QUESTIONS

- Are you a Lakeland, TN resident?
- What ethnicity/race is represented in your household?
- How do you learn about community events?
- Are there school age children in your household?

FACILITY AND AMENITY USAGE QUESTIONS

- How often do members of your household visit Lakeland parks and facilities?
- Which park do you visit most often?
- Which athletic/ recreational facilities and amenities does your household utilize?

FUTURE FACILITY AND AMENITY USAGE QUESTIONS

- What activities/ amenities would you like to see added/improved in Lakeland?
- What funding avenues would you be willing to partake in for improved parks and recreation facilities and amenities?
- Would you be willing to pay a usage/membership fee to use amenities at a new Community Center?

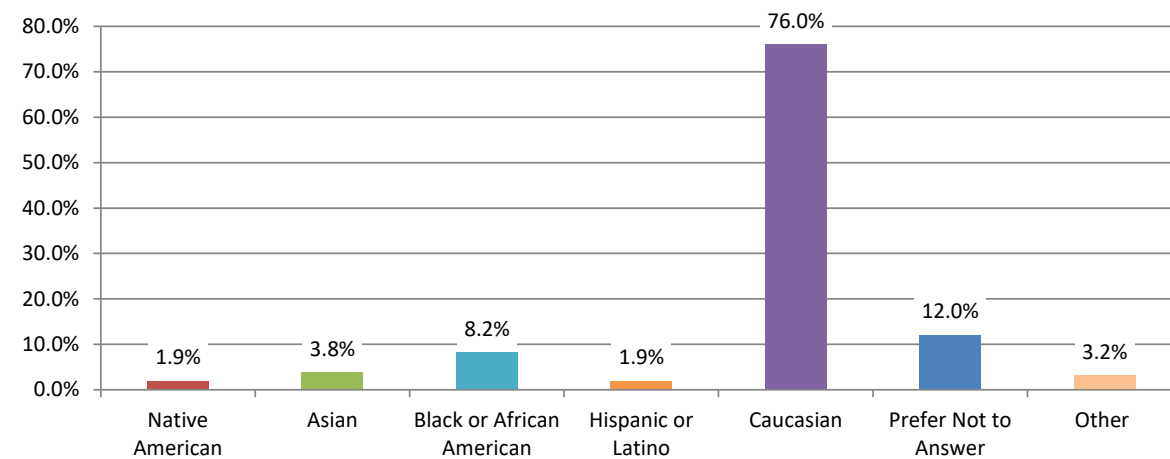
FACILITY AND AMENITY PERCEPTION QUESTIONS

- What attracts you to the parks and/or recreational facilities?
- What could the City do to increase the number of times you visit the parks and recreation facilities?
- Do the City's recreation facilities have operational or maintenance issues that need to be addressed and improved?
- What are the strengths of Lakeland parks and recreational facilities?
- What are the weaknesses of Lakeland parks and recreational facilities?
- On a scale of 1 to 10 with 10 being superior, how would you rate the parks and recreation facilities citywide?

SURVEY RESULTS

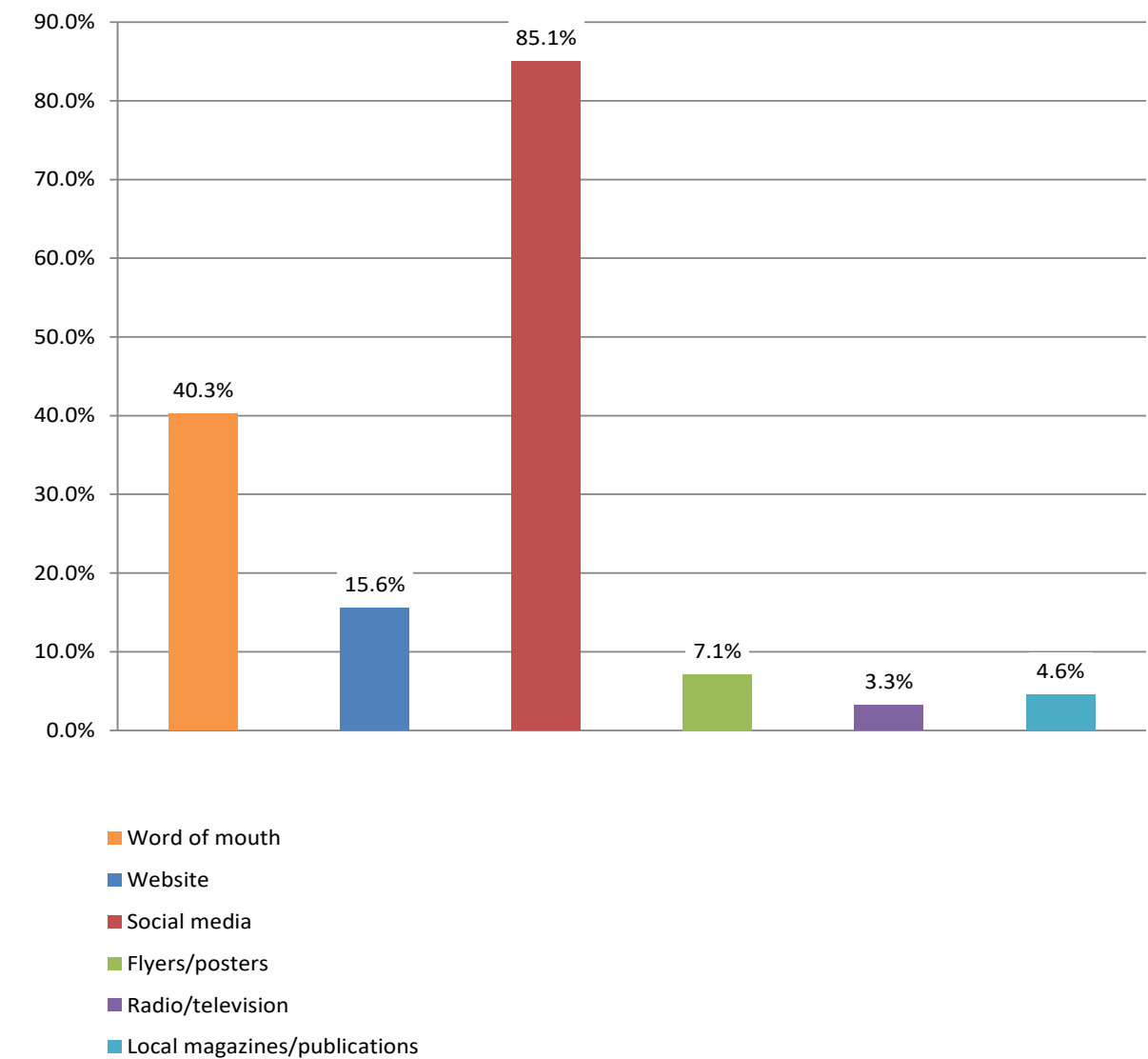
WHAT ETHNICITY/RACE IS REPRESENTED IN YOUR HOUSEHOLD?

The ethnic distribution of survey respondents is similar to that of Lakeland, TN as a whole. Of survey respondents, 76% were Caucasian/White, 8.2% were African American/Black, and 3.8% were Asian. 12% of respondents preferred not to answer. The ethnic composition of Lakeland is 83.7% Caucasian/White, 10.5% African American/Black, and 2.9% Asian based on 2020 census data.



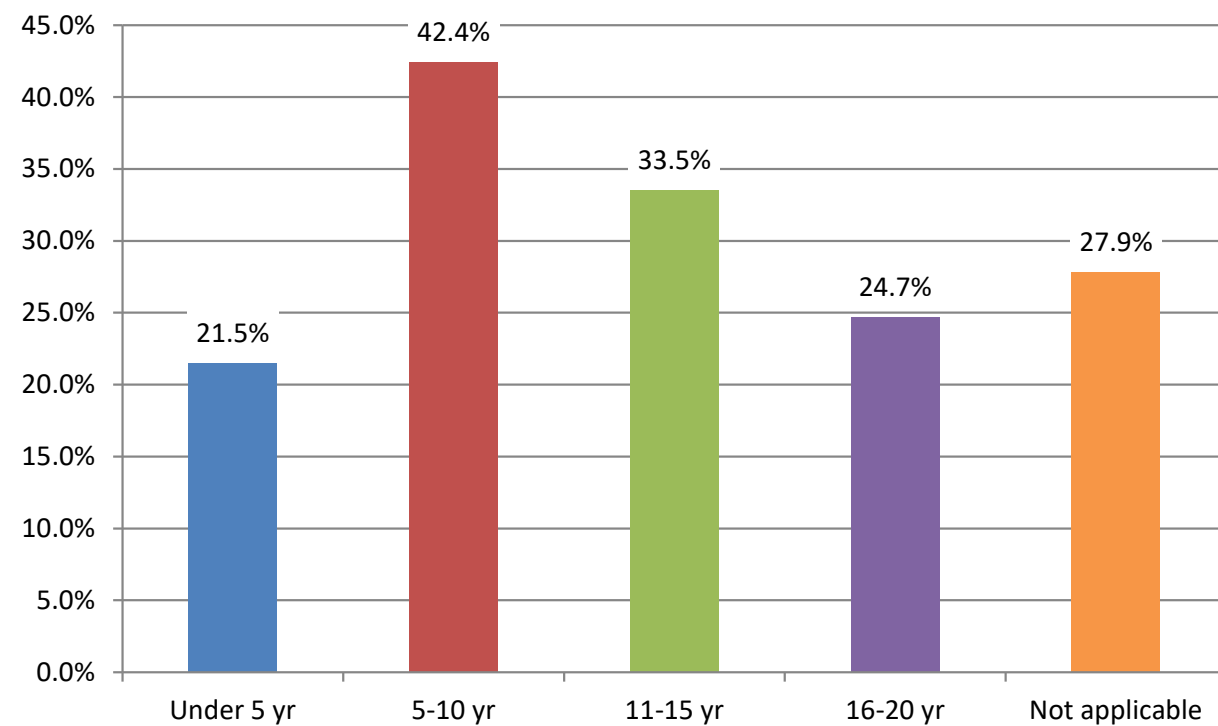
HOW DO YOU LEARN ABOUT COMMUNITY EVENTS?

Getting the word out about community events is a vital effort for Parks and Recreation departments. 85.1% of respondents learn about community events through social media, with Facebook being the primary source. 40.3% of respondents said they learn about community events through word of mouth. Websites ranked third 15.6%. Flyers/posters, Radio/television, and local magazines/publications combined for a total of 15%.



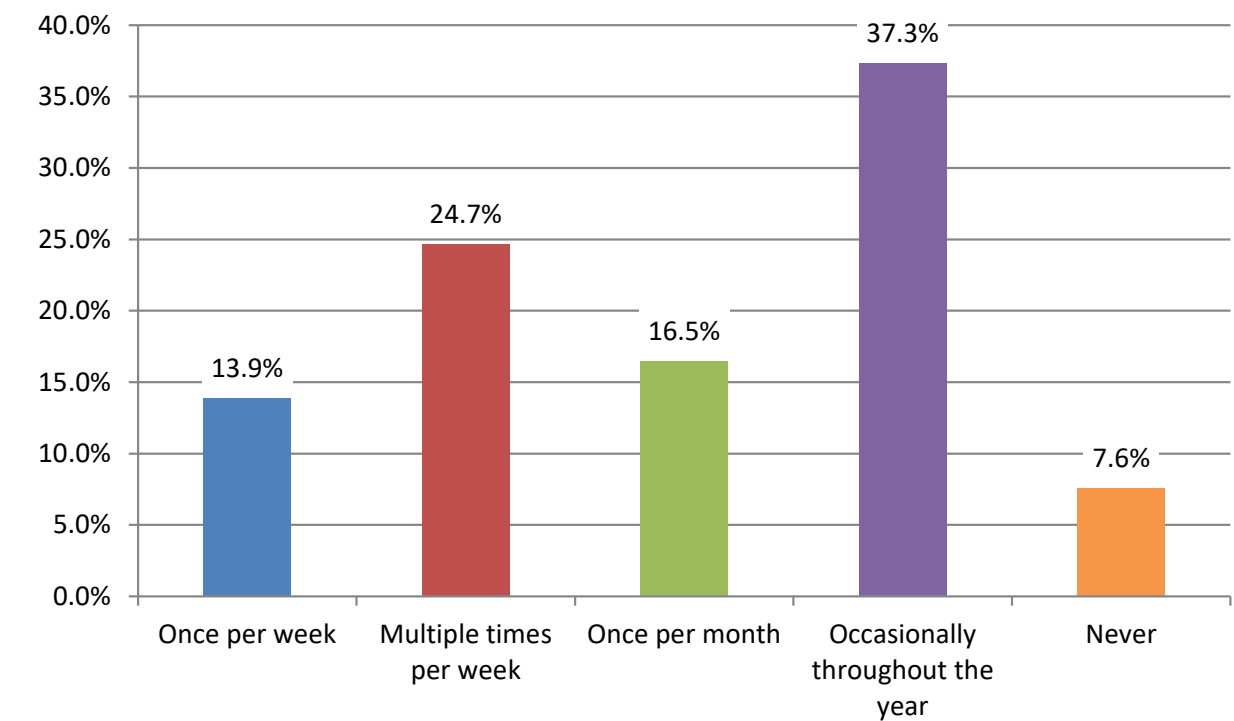
ARE THERE SCHOOL AGE CHILDREN IN YOUR HOUSEHOLD?

Gauging the amount of school age children and the age distribution among them is an important metric to analyze when considering programming. Of survey respondents, 72.1% had school age children within their households. The most prevalent age group was 5-10 yr at 42.4%, followed by 11-15 yr and 16-20 yr. Although the values depicted in this graph from survey respondents are higher than the overall demographics in Lakeland, it is important to note that a majority of households in Lakeland have school age children.



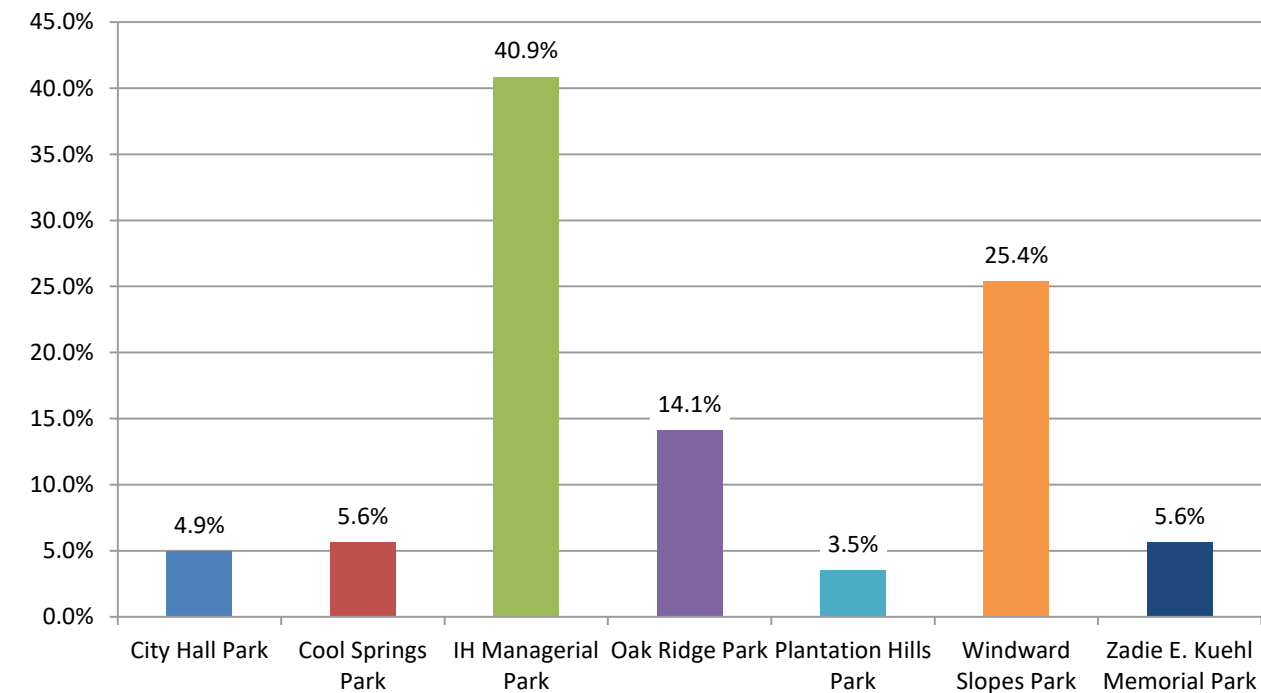
HOW OFTEN DO MEMBERS OF YOUR HOUSEHOLD VISIT LAKELAND PARKS AND FACILITIES?

Park engagement among the public is important in determining how facilities are utilized. Of survey respondents, 92.4% visit a park at least once per year. This is slightly larger than the NRPA national average of about 87%, which indicates that parks are well utilized. However, the frequency of park engagement is well below the NRPA national average. 13.9% of respondents visit a park once per week compared to 41% nationally.



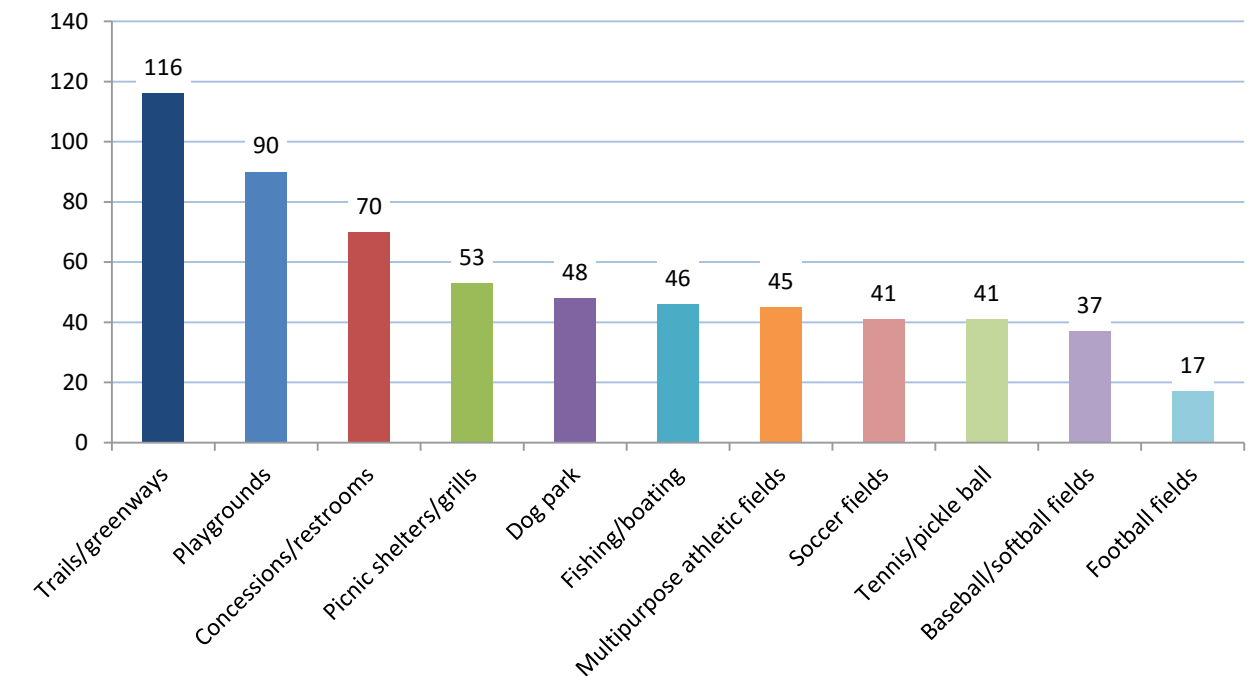
WHICH PARK DO YOU VISIT MOST OFTEN?

The most commonly visited park in Lakeland is IH Managerial at about 41%. Windward Slopes has the second highest level of visitation at 25.4% and Oak Ridge Park rounds out the top three at 14.1%. The least visited park among survey respondents is Plantation Hills Park at 3.5%. Survey respondents were also asked why they visit that particular park most often. Proximity to the park ranked highest, with walking/ biking trails and exercise close behind.



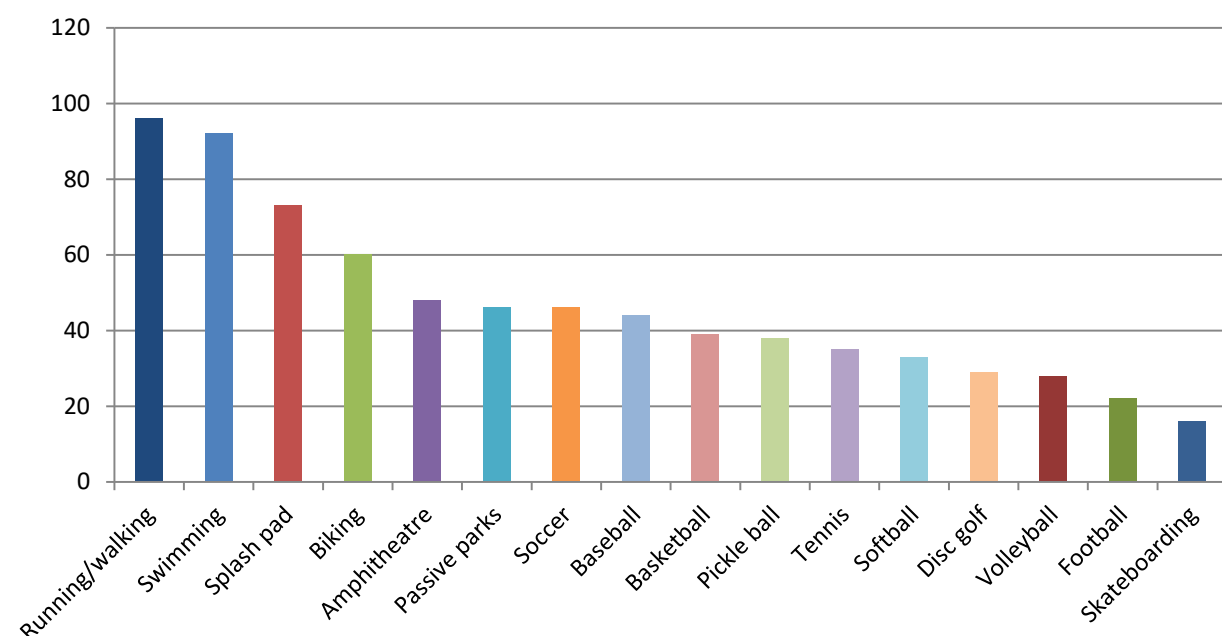
WHICH ATHLETIC/RECREATIONAL FACILITIES AND AMENITIES DOES YOUR HOUSEHOLD UTILIZE?

Survey participants were asked which facilities and amenities they currently use most often. Trails/ greenways ranked highest, playgrounds came in second, and concessions/restrooms ranked third. Baseball/softball fields and football fields came in last. However, this is likely due to the absence of facilities currently in Lakeland.



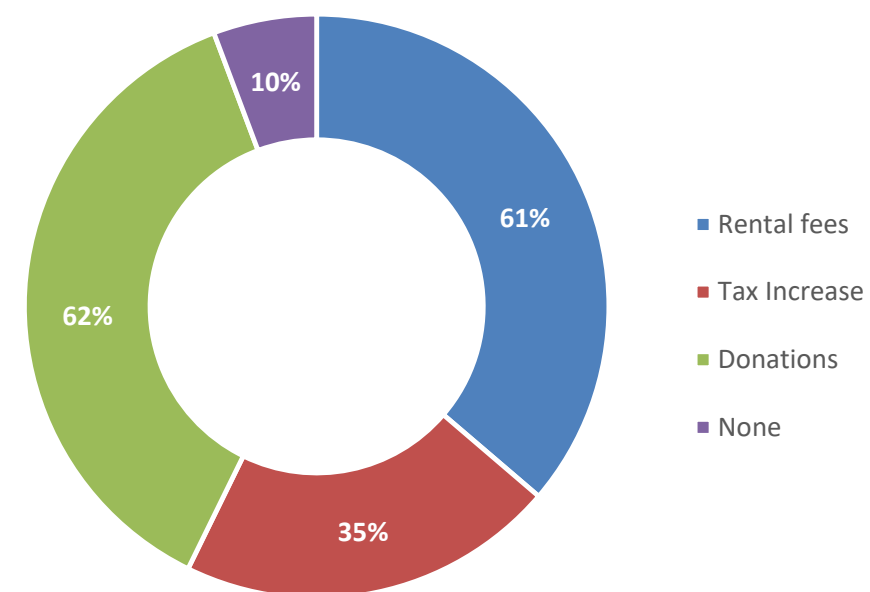
WHAT ACTIVITIES AND AMENITIES WOULD YOU LIKE TO SEE ADDED AND/OR IMPROVED IN LAKELAND?

Survey participants were also asked what activities and amenities they would like to see more of in Lakeland. Respondents expressed a desire for added running/walking opportunities, swimming/splash pad, and biking. Volleyball, football, and skateboarding ranked last among survey respondents.



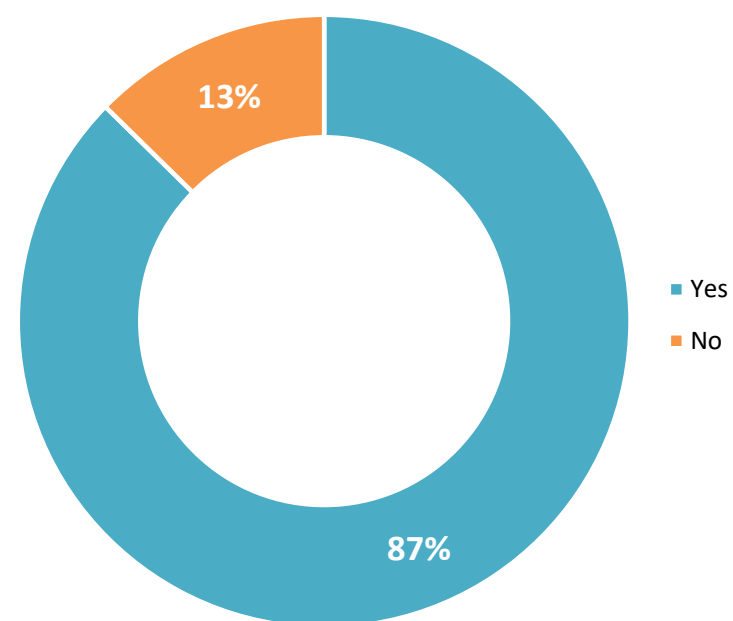
WHAT FUNDING AVENUES WOULD YOU BE WILLING TO PARTAKE IN FOR IMPROVED PARKS AND RECREATION FACILITIES IN LAKELAND?

Survey respondents were asked what funding avenues they would be willing to partake in for improved facilities in Lakeland. Respondents were allowed to select all that apply. Only 10% of respondents would not be willing to partake in the listed funding avenues. About two thirds of respondents would be willing to partake in rental fees and donations. One third of respondents would be willing to pay increased taxes to improve facilities in Lakeland.



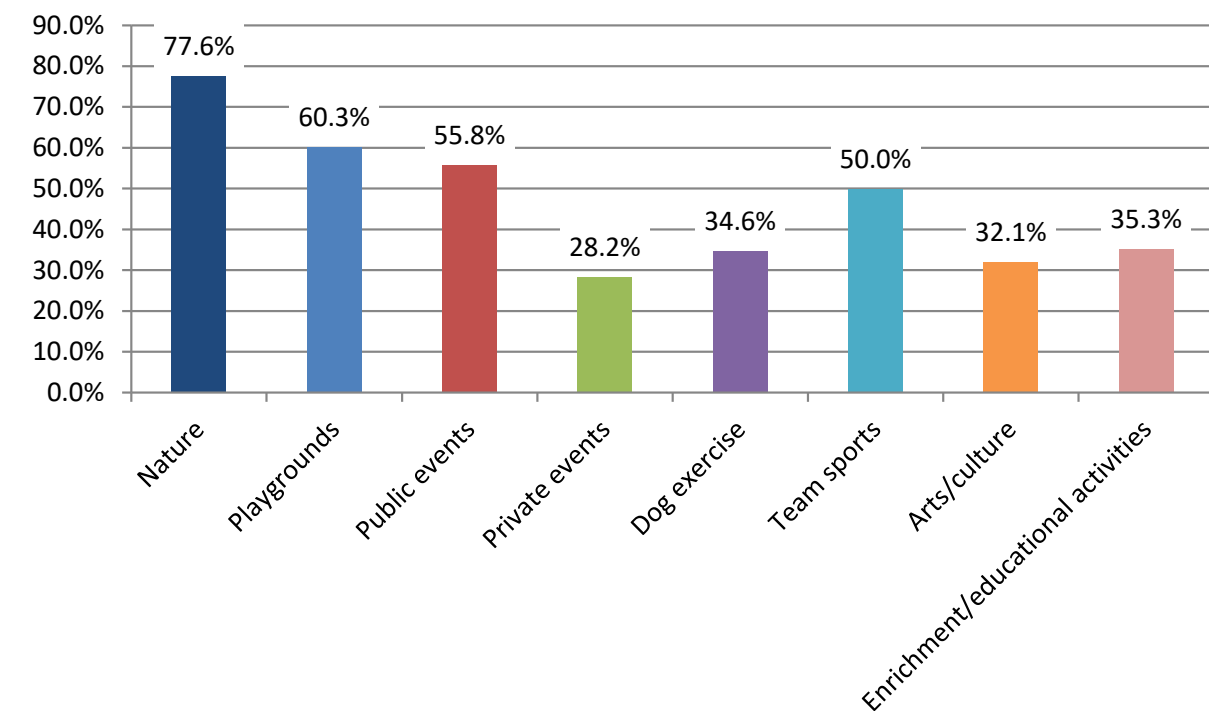
WOULD YOU BE WILLING TO PAY A USAGE/MEMBERSHIP FEE TO USE AMENITIES AT A NEW COMMUNITY CENTER?

Through conversations with the Parks Board and community engagement efforts, the need for a Community Center in Lakeland was expressed. Survey participants were asked if they would be willing to pay a fee to use the amenities at a new Community Center. 87% of respondents stated that they would be willing to pay a fee. This fee would be an important revenue generator that would help to offset the cost of the new facility.



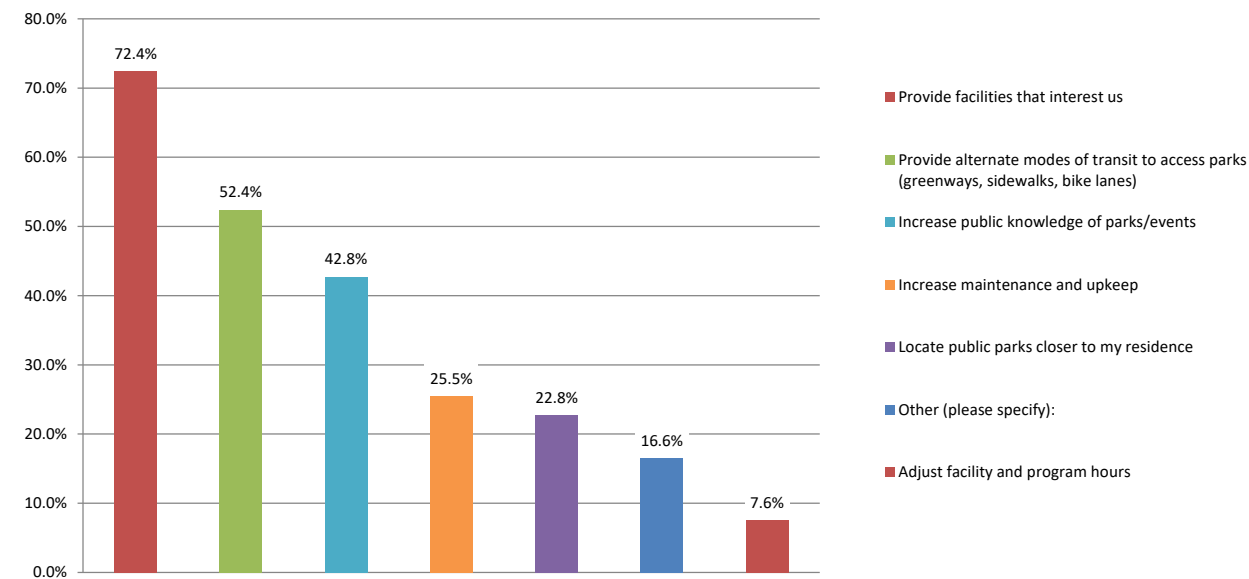
WHAT ATTRACTS YOU TO THE PARKS AND/OR RECREATIONAL FACILITIES?

Survey participants were asked what attracts them to Lakeland's parks and recreation facilities. Respondents were allowed to select all options that applied. Following a common trend, 77.6% of respondents said nature attracted them to facilities. Other high ranking attractions included playgrounds, events, and team sports.



WHAT COULD THE CITY DO TO INCREASE THE NUMBER OF TIMES YOU VISIT THE PARKS AND RECREATION FACILITIES?

Survey participants were also asked what the City of Lakeland can do to increase the park and facility utilization. Respondents were again asked to select all options that apply. 72.4% of respondents stated that they would utilize parks more often if the city provided facilities that interest them. 52.4% stated that options for alternate modes of transit would increase their park utilization. 42.8% said that increased public knowledge of parks and events would increase how many times they visit parks. The lowest ranking option was to adjust facility and program hours at 7.6%.



WHAT ARE THE STRENGTHS OF LAKELAND'S PARKS AND RECREATION FACILITIES?

Survey participants identified several strengths of the parks and recreation system in Lakeland. Top ranking attributes include nature, beauty, location, and being well managed. Facilities listed include Windward Slopes Park, IH Park and the Senior Center.



WHAT ARE THE WEAKNESSES OF LAKELAND'S PARKS AND RECREATION FACILITIES?

Respondents identified several weaknesses of the parks and recreation system in Lakeland, including sports facilities, programming, connectivity, lack of restrooms, funding, and the lack of a clear identity. Respondents also cited lack of parking, timeliness of communication, and need for a pool/splash pad. Facilities cited as weaknesses include City Hall Park and Plantation Hills Park.



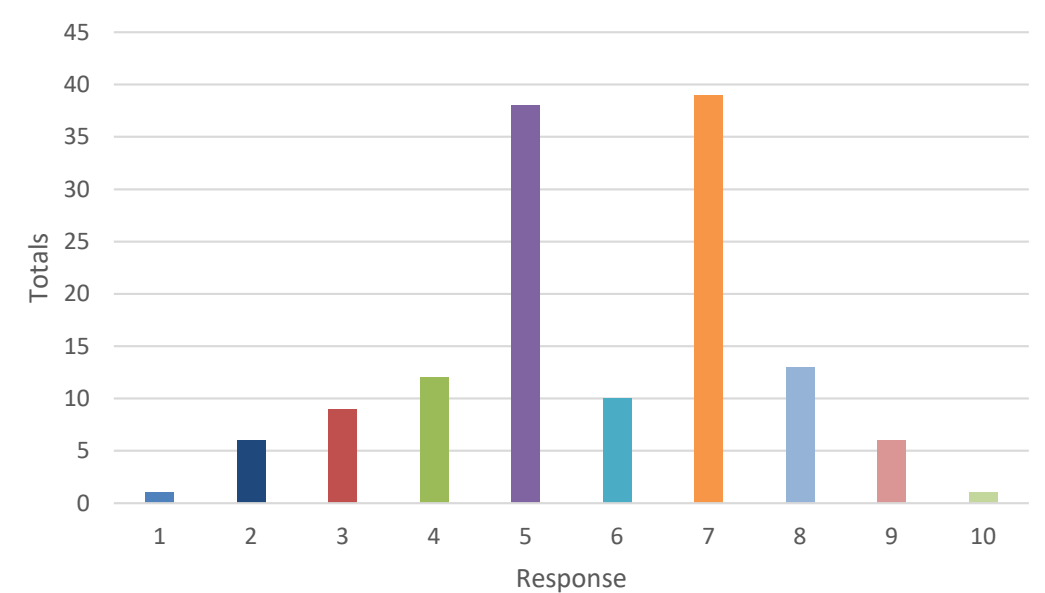
DO THE PARKS AND RECREATIONAL FACILITIES HAVE OPERATIONAL OR MAINTENANCE ISSUES THAT YOU WOULD LIKE TO SEE ADDRESSED?

Survey participants were also asked if there are operational or maintenance issues. Issues cited included restrooms, trash, nuisance insects, walkways and lighting. Respondents also stated that the parks department seemed understaffed and was reactive vs proactive.



ON A SCALE OF 1 TO 10, WITH 10 BEING SUPERIOR, HOW WOULD YOU RATE THE PARKS AND RECREATION FACILITIES CITY-WIDE?

To conclude the Needs Assessment Survey, respondents were asked to rank the Parks and Recreation facilities on a scale of one to ten. The most prevalent responses were rankings of five and seven. The average score among all participants was 5.8. It is clear that Lakeland has room for improvement in enhancing the perception of the Parks and Recreation Department among the community.



SWOT ANALYSIS

The consultant team held a workshop on November 30th, 2021 to facilitate a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis with the Master Plan Advisory Board. Board members and the design team took an in-depth look at each of Lakeland's Parks. The input provided during the SWOT Workshop is integral to the master planning process and is used in conjunction with staff interviews and the public survey to get a broad spectrum of public and stakeholder input.



CITY HALL PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
CITY HALL PARK

JANUARY 11, 2022



STRENGTHS

- Pavilion is an income source through rentals
- The walking path is highly utilized
- Fields are a great size for younger sports (tee ball, etc.)

WEAKNESSES

- The walking path is in need of repairs
- Playground facility is under utilized
- Gravel lot at Memphis-Arlington Road
- Lacks features to create a 'destination'

OPPORTUNITIES

- Connection to Lakeland Commons development
- Possible location for a tennis facility
- Pave the parking area at Memphis-Arlington Road
- Connection to the Sports Complex via Memphis-Arlington Road.

THREATS

- Use of the park may decrease as other parks are improved
- A connection to the Sports Complex would require land acquisition and the removal of some trees along Memphis-Arlington Road

COOL SPRINGS PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
COOL SPRINGS PARK

JANUARY 11, 2022



STRENGTHS

- Often utilized but never crowded
- Scenic walking/biking trail

WEAKNESSES

- No parking area
- Lack of programmed uses

OPPORTUNITIES

- Parking area at the end of Cool Springs Blvd
- Connection to the Sports Complex via a greenway system
- Enhanced trail head
- Educational signage

THREATS

- Unknown amenity outside of local neighborhood user group

IH MANAGERIAL PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
IH MANAGERIAL PARK

JANUARY 11, 2022



STRENGTHS

- Extensive trail network
- Area for concerts and large gatherings
- Senior Center and IH Managerial Clubhouse are a source of rental income
- Interesting topography and site conditions
- 'Destination' Park

WEAKNESSES

- Maintenance buildings are unsightly in the overall composition of the park
- The park is more passive in nature and lacks active uses such as a playground

OPPORTUNITIES

- A greenway connection along the gas easement to Plantation Hills park and the surrounding neighborhoods
- A greenway connection to the Sports Complex and trail system
- ADA accessible fishing pier and trails

THREATS

- Upcoming construction of the gas line
- New Canada Road construction

OAK RIDGE PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
OAK RIDGE PARK

JANUARY 11, 2022



STRENGTHS

- New playground facility
- Rolling topography creates additional play opportunities
- Open-air pavilion

WEAKNESSES

- The detention basin is unsightly
- No restroom facility

OPPORTUNITIES

- Connection to neighborhood amenity area to the north through the unused wooded portion of the site
- Connection to the greenway along Seed Tick Road
- Walking/biking loop

THREATS

- Seed Tick Road traffic
- A private driveway bisects the site

PLANTATION HILLS



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
PLANTATION HILLS PARK

JANUARY 11, 2022



STRENGTHS

- Existing dedicated wetland area
- Mature canopy trees

WEAKNESSES

- Secluded from the surrounding neighborhood
- Lacking play equipment
- Lack of visibility allows for mis-use of the park at night
- Parking area closed do to frequent mis-use

OPPORTUNITIES

- Wetland education
- Connection to IH Managerial Park via the gas line easement

THREATS

- Continued mis-use of the park
- A greenway along the gas easement could become contentious with adjacent land owners
- The parks location remains secluded

WINDWARD SLOPES PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
WINDWARD SLOPES PARK

JANUARY 11, 2022



STRENGTHS

- The tennis courts are heavily utilized
- The Fire Station on site creates an added sense of security
- A safe route connection to Windward Slopes Neighborhood
- Walking/biking loop

WEAKNESSES

- Playground lacks direct ADA access
- Centralized wetland limits the use of a significant portion of the site
- Two tennis courts are not adequate for demand

OPPORTUNITIES

- Expanded tennis center with pickle ball courts
- Utilization of the city owned parcel east of the tennis courts
- Updated playground with enhanced ADA accessibility

THREATS

- The hotel across the street to the south is not aesthetically pleasing and brings undesirable activities into the park
- Mitigation may be required if modifying the existing wetland

ZADIE E. KUEHL MEMORIAL PARK



Kimley»Horn

LAKELAND PARKS AND REC MASTER PLANNING
ZADIE E. KUEHL MEMORIAL PARK

JANUARY 11, 2022



STRENGTHS

- New playground facility with adequate and integrated ADA features
- New parking lot located off of Canada Road provides a second point of entry and increases visibility of the park
- The dog park is a heavily utilized amenity

WEAKNESSES

- The looped walking path is not ADA compliant
- Almost half of the site area is not utilized

OPPORTUNITIES

- Expand walking trail to cover the unused park area
- A partnership with the animal hospital/grooming center
- Pavilion improvements

THREATS

- Maintenance requirements
- Topographic constraints may limit ADA accessibility

EXISTING FACILITY ANALYSIS

EXISTING FACILITY EVALUATIONS

OVERVIEW AND EVALUATION COMPONENTS

In order to understand what the City is currently providing, the consultant team and Department staff visited each park location to document existing conditions and identify amenities. The consultant team performed an existing facility evaluation of the following facilities:

- City Hall Park
- Cool Springs Park
- IH Managerial Park
- Oak Ridge Park
- Plantation Hills Park
- Woodward Slopes Park
- Zadie E. Kuehl Memorial Park
- New Sports Complex



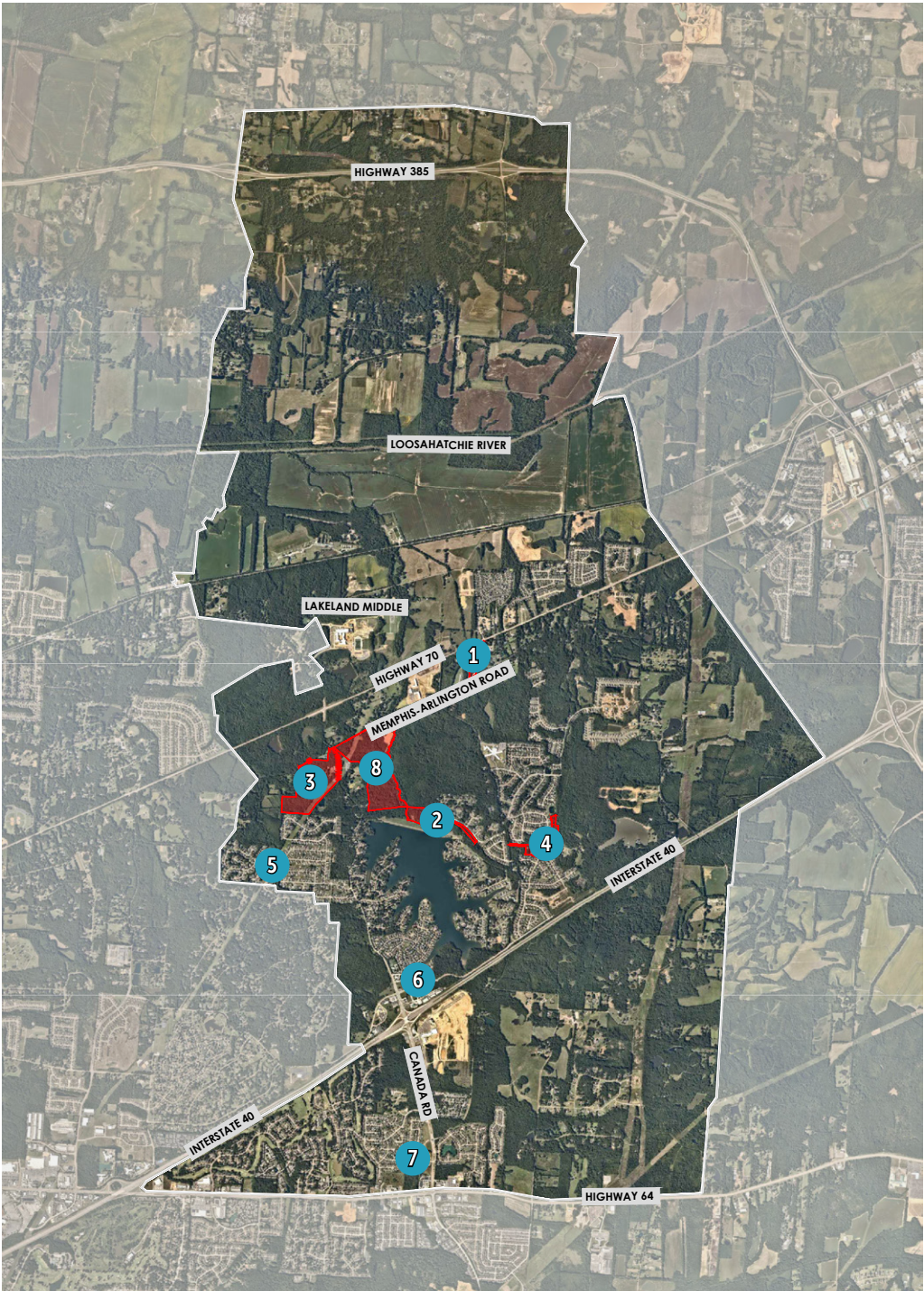
Each amenity was evaluated and the condition was noted as either good, fair or poor. Short and long-term recommendations are also noted in each facility evaluation on the following pages.

A color coding scale is used to communicate the condition of amenities listed at each park facility. If the amenity is considered to be in good condition, it is listed next to a green box. Fair condition amenities are shown next to a yellow box. Amenities shown in orange are considered to be in poor condition.



EXISTING FACILITIES MAP

In Lakeland, 230 acres of land are dedicated to parks and recreation and managed by the City. The following map shows locations of existing park facilities and recreation areas.



KEY

- 1 City Hall Park
- 2 Cool Springs Park
- 3 IH Managerial Park
- 4 Oak Ridge Park
- 5 Plantation Hills Park
- 6 Windward Slopes Park
- 7 Zadie E. Kuehl Memorial Park
- 8 Lakeland Athletic Complex and Recreation Park



10001 US-70 | 10 ACRES

CITY HALL PARK

This park is located on the campus of City Hall between US-70 and Memphis-Arlington Road. The site consists of mature trees and gently rolling topography. The main access for the park is from US-70 with an additional gravel parking area off of Memphis-Arlington Road. Programming consists of a rental pavilion with grill areas, a winding walking path, a small playground, a backstop used for tee ball, and a soccer/multipurpose field. The existing sports fields are adequate for young ages. The parks location next to the Lakeland Commons development gives it great potential, if connectivity can be established.



AMENITIES

- Pavilion
- Grill Stations
- Walking path
- Tee-Ball Field
- Soccer Fields
- Parking
- Restroom
- Playground
 - » Out-dated and under-utilized
- Storage Buildings
 - » Currently in poor condition



RECOMMENDATIONS

SHORT TERM

- Repair walking path
- Update/expand playground
- Develop a Master Plan for the park
- Insect and pest maintenance

LONG TERM

- Greenway connection to Lakeland Town Center and Lakeland Sports Complex
- Potential location of Lakeland Tennis Center
- Pave and improve parking area along Memphis
- Upgrade exterior of storage buildings



COOL SPRINGS BLVD | 18 ACRES

COOL SPRINGS PARK

Cool Springs Park is a passive neighborhood park located north of Garner Lake, adjacent to the Cool Springs Subdivision. This park is loosely programmed and consists of mature woodland open space with walking/biking trails. There is no parking area for this park, resulting in most users accessing the park via foot or bike. It shares its north west boundary with Lakeland Athletic Complex and Recreational Park. A mixed-use trail is planned to connect the two. The park is often utilized but rarely crowded and offers great natural scenery.



AMENITIES

- Walking/biking path



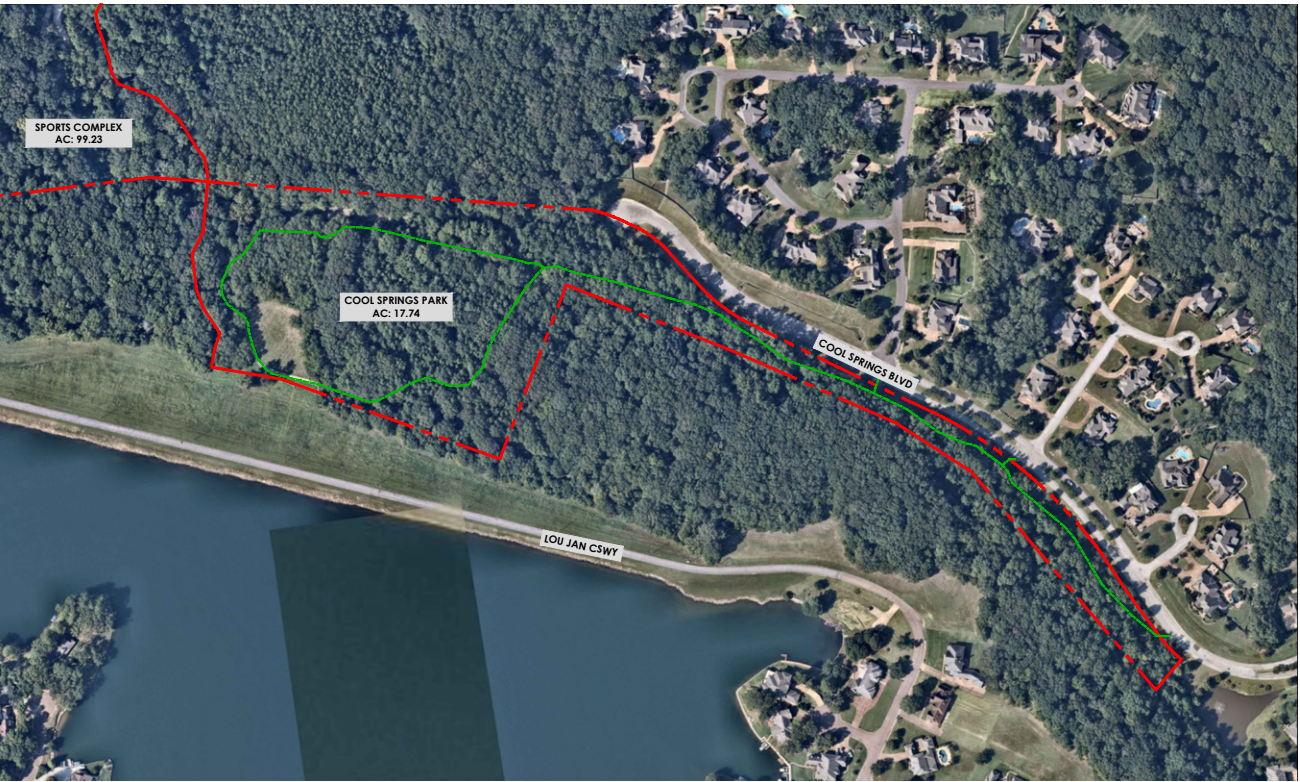
RECOMMENDATIONS

SHORT TERM

- Install parking area for the general public
- Install exercise equipment along trail
- Establish Level 1 arboretum designation

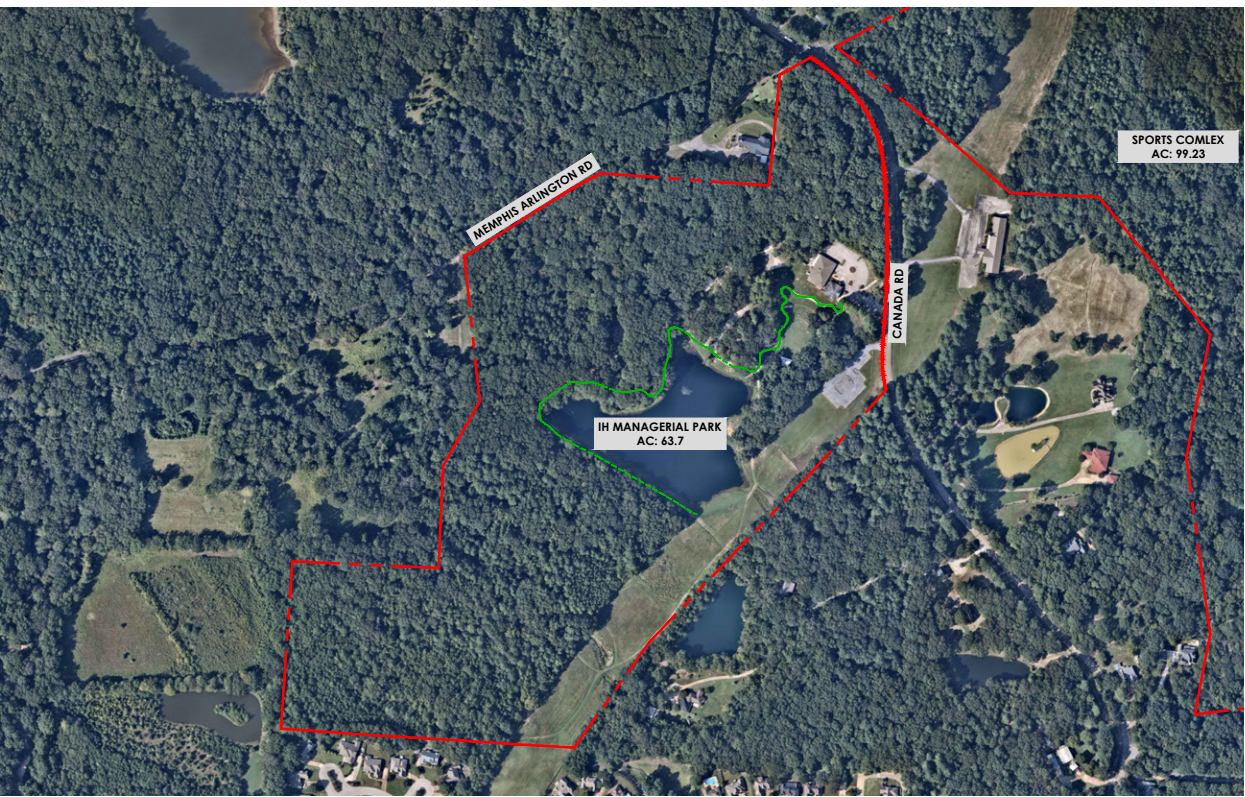
LONG TERM

- Connection to Lakeland Sports Complex



4523 CANADA ROAD | 64 ACRES IH MANAGERIAL PARK

This park is one of the largest and highly utilized parks in Lakeland. It is located near the intersection of Canada Road and Memphis-Arlington Road and is in very close proximity to the new sports complex. The park has a network of hiking trails, a small lake, and an amphitheater. It also houses the Senior Center which includes a prep kitchen and a rec room, and the IH Clubhouse that has a prep kitchen, game room, ball room, and a large deck overlooking the amphitheater. The park hosts large concerts and gatherings often throughout the year and can be classified as a 'destination' park.



AMENITIES

- Senior Center
- IH Clubhouse
- Walking trails
- Amphitheater
- IH Park Lake/ water feature
- Pavilions / picnic tables
- Restrooms
- Parking
- Parks and Recreation maintenance facility
 - » Unsightly location within composition of the park



RECOMMENDATIONS

SHORT TERM

- Connection to Plantation Hills Park/ subdivision
- Install ADA accessible fishing pier
- Upgrade lower parking area

LONG TERM

- Connection to Lakeland Sports Complex
- Relocate maintenance facility to Lakeland Sports Complex



4175 HERONS LANDING LANE | 18 ACRES

OAKRIDGE PARK

Oakridge Park is a neighborhood park between the subdivisions of Herons Ridge and Oakwood with access to Seed Tick Road. The park has been recently improved to include a new playground in addition to the existing pavilion. There are walking trails that connect the park to Oakwood neighborhood. The park is 18 acres in size, however about half of the park is currently an unused woodland area. There is not a restroom facility at this park. The park is highly utilized and consists of rolling topography.



AMENITIES

- Playground
- Pavilion
- Parking
- Detention Pond/ Water Feature



RECOMMENDATIONS

SHORT TERM

- Install accessible route to the Seed Tick Road path

LONG TERM

- Install restroom facility
- Install walking trail in unused portion of the park



BLUEBIRD HILL COVE | 3 ACRES

PLANTATION HILLS PARK

Plantation Hills Park is the smallest park in the Lakeland Parks and Recreation system at 3 acres in size. The park is loosely programmed with only two play elements. The site consists of mature canopy trees and a designated wetland. A gas easement bisects the site. This easement also runs through IH Managerial Park, which is a little over half a mile to the north. Due to frequent park misuse at night, the parking area has been closed off. Currently, users must walk or bike to the park from the surrounding neighborhoods.



AMENITIES

- Wetland area
- Swing set
 - » Inadequate size and in poor condition
- Giant checkers
 - » Currently in poor condition
- Parking
 - » Access restricted due to past issues



RECOMMENDATIONS

SHORT TERM

- Create a Master Plan for the park
- Install rules and regulations signage
- Improve sight-lines through park
- Greenway connection to IH park
- Install "sky-cop" or similar security apparatus

LONG TERM

- Install timed gates
- Enhance interaction with wetland and add interpretive signage



9774 BEVERLE RIVERA DRIVE | 10 ACRES

WINDWARD SLOPES PARK

Windward Slopes Park is located south of Windward Slopes neighborhood and is about 10 acres in size. The majority of the park is open space with a centrally located wetland area. The park is programmed with parking, a playground, a pavilion, and a tennis facility with a practice area. Lakeland Fire Station 1 is also located within the park boundary. There is a pedestrian connection to Windward Slopes neighborhood through a city-owned parcel. The park is centrally located between commercial and residential areas.



AMENITIES

- Playground
- Parking
- Pavilion
- Walking path
- Tennis courts
- Tennis rebounder
- Restrooms



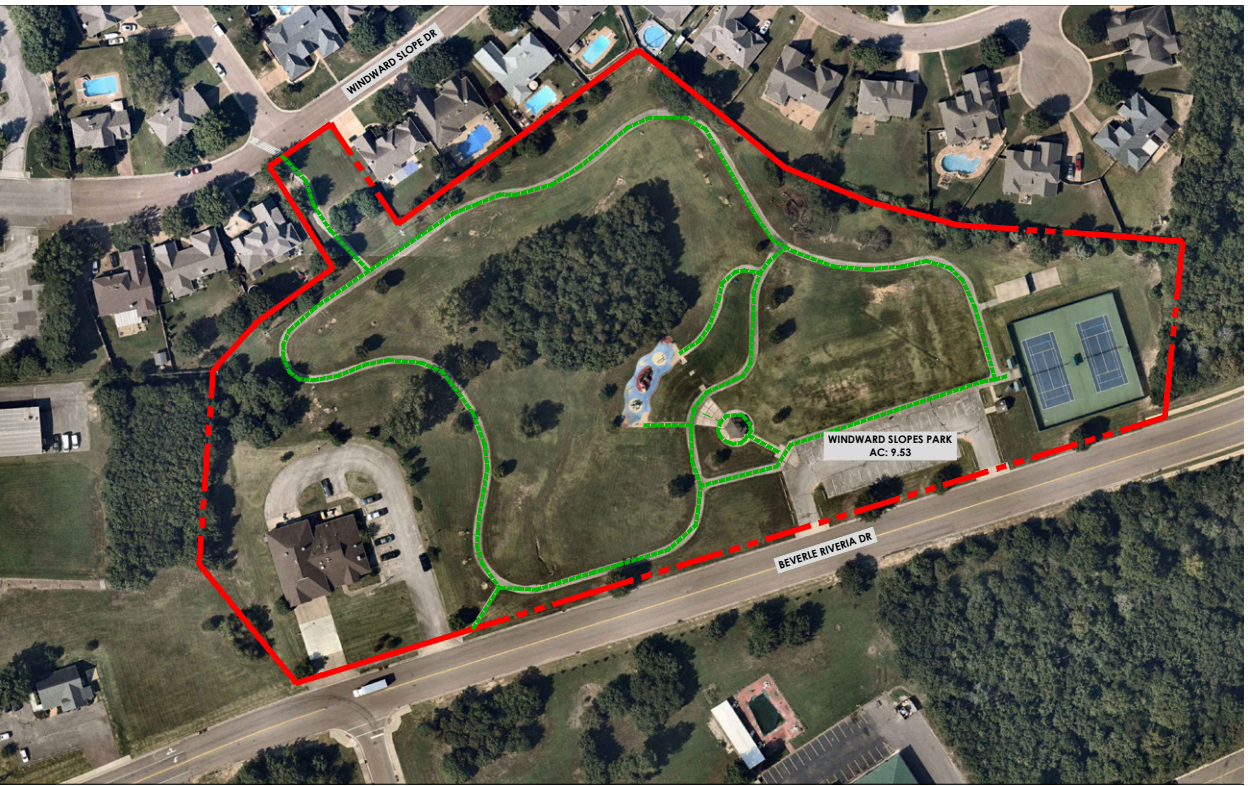
RECOMMENDATIONS

SHORT TERM

- Side walk connection to Canada Road
- Install “sky-cop” or similar security apparatus
- Improve park lighting

LONG TERM

- Expand tennis courts to four
- Add two additional pickleball courts
- Enhance interaction with wetland and add interpretive signage



3065 YUKON DRIVE | 7 ACRES

ZADIE E. KUEHL MEMORIAL PARK

This park is located off of Canada Road with access to a small neighborhood to the north. Originally the park was only accessed via a parking area at the end of Yukon Dr. A new parking area has been added off of Canada Road. The park has been recently improved with an ADA accessible playground and a dog park with areas for large and small dogs. Other park programming elements include a looped walking path and a pavilion.



AMENITIES

- Playground
- Dog park
- Parking
- Pavilion / picnic tables
- Walking path



RECOMMENDATIONS

SHORT TERM

- Install pavilion seating
- Update park benches
- Sidewalk connection to Canada Road
- Install restroom facility adjacent to playground

LONG TERM

- Expand walking loop to utilize undeveloped portion of the park
- Install shaded seating areas within the dog park areas



MEMPHIS-ARLINGTON ROAD | 100 ACRES

LAKELAND ATHLETIC COMPLEX AND RECREATIONAL PARK

Upon completion, the Lakeland Athletic Complex and Recreational Park will be the largest and most highly programmed park in Lakeland. There is a master plan for the park that includes three multi-use fields, two baseball and one softball field, a disc golf course, a ropes course, a skate park, a large playground, and a network of walking and biking paths that will connect to Cool Springs Park in the south east corner of the site. Currently, the City has completed phase one of the project that includes two of the three mixed-use fields and a parking area with lighting.



AMENITIES

- Multi-use fields
- Parking



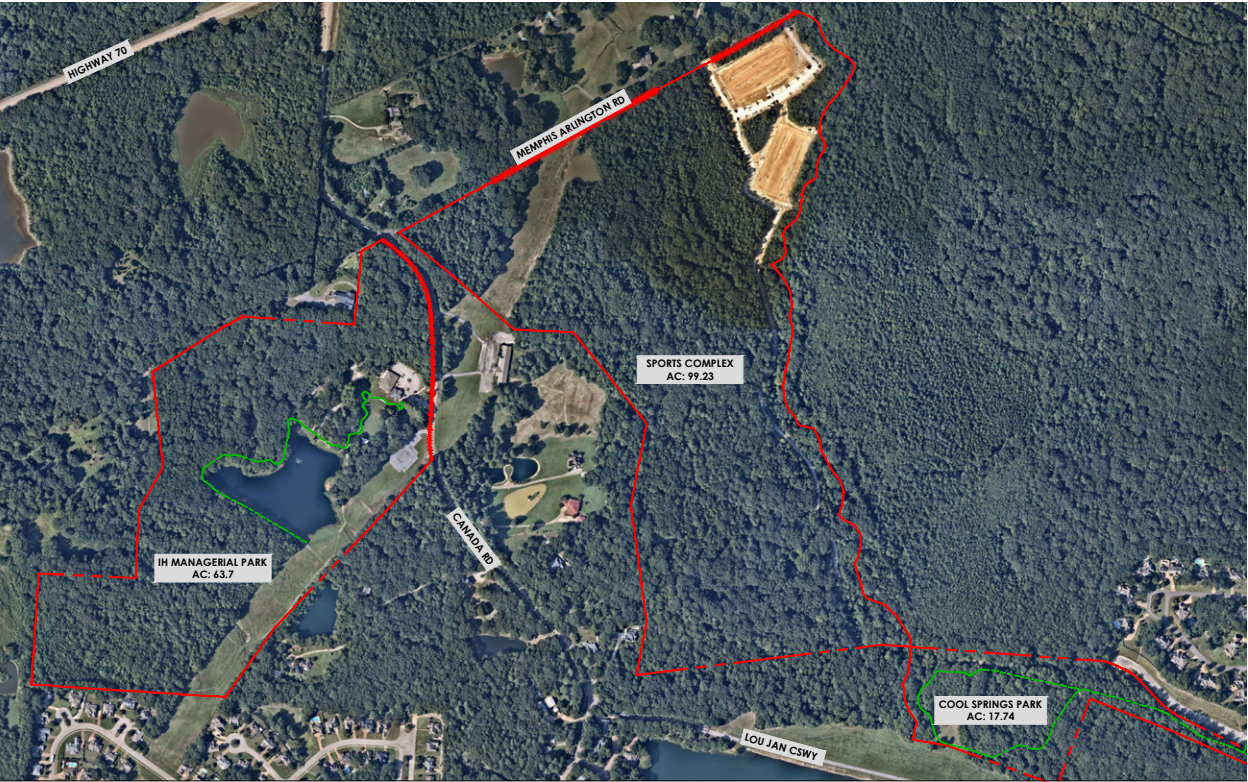
RECOMMENDATIONS

SHORT TERM

- Install timed gates
- Install “sky-cop” or similar security apparatus
- Greenway connections to adjacent parks

LONG TERM

- Complete remaining phases of the Master Plan



SUMMARY OF AMENITIES

The consultant team and Department staff visited each park location to document existing conditions and identify amenities. The following chart is a summary of quantities of existing facility types. It is important to understand what the City is currently providing so that appropriate recommendations can be made to meet the recreation needs of the community.

	CITY HALL PARK	COOL SPRINGS PARK	IH MANAGERIAL PARK	OAK RIDGE PARK	PLANTATION HILLS PARK	WINDWARD SLOPES PARK	ZADIE E KUEHL MEMORIAL PARK	LAKELAND SPORTS COMPLEX	TOTALS
Acres of Land	10	18	64	18	3	10	7	100	230
Walking Trail/Path	1	1	4			1	1		8
Biking Trail		1	4						5
Playground	1			1		1	1		4
Baseball / Softball Field	1								1
Multi-Purpose Field	1							2	3
Tennis						2			2
Picnic Area/ Pavilion	1		15	1		1	1		
Charcoal Grill									
Water Feature			1	1					2
Dog Park							1		1
Maintenance / Storage Facility	1		1						2
Restroom Facility	1		2			1			4
Designated Wetland					1	1			2
Senior Center			1						1

	CITY HALL PARK	COOL SPRINGS PARK	IH MANAGERIAL PARK	OAK RIDGE PARK	PLANTATION HILLS PARK	WINDWARD SLOPES PARK	ZADIE E KUEHL MEMORIAL PARK	LAKELAND SPORTS COMPLEX	TOTALS
Club House			1						1
Amphitheater			1						1



COMMUNITY CENTER STUDY

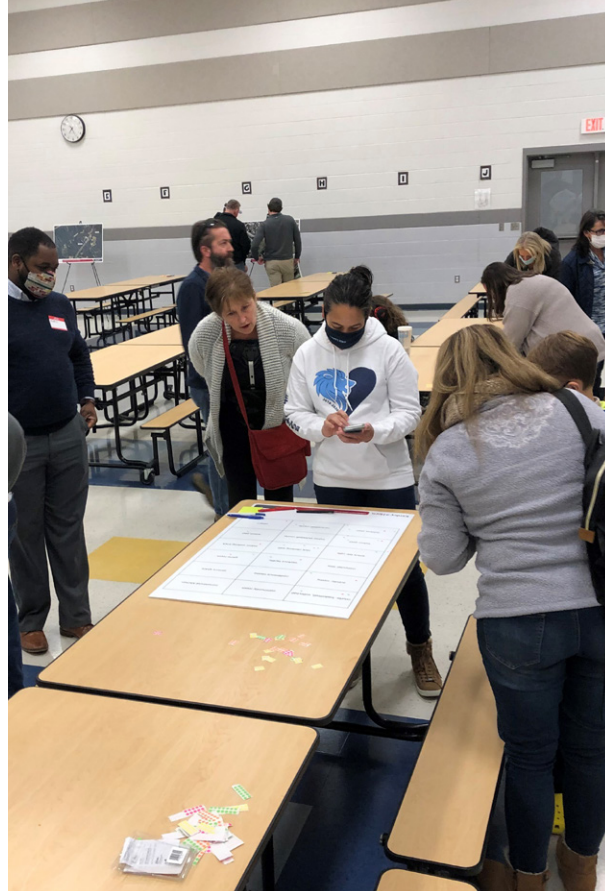
COMMUNITY CENTER STUDY

APPROACH

Community centers provide places where people can gather for social, educational, and recreational opportunities. This could allow the City to expand its programming options and provide all weather events for residents. As determined through robust community feedback and pointed conversations with the Master Plan Advisory Group, a community center is desired and needed for the City of Lakeland.

The City and Master Plan Advisory Group identified two potential locations to explore for a new community center. These studies included two different building programs: a full program that consisted of every amenity identified by both citizens and staff, and a reduced program that could be utilized for a smaller sized location with limited space for the building, parking, and outdoor amenities.

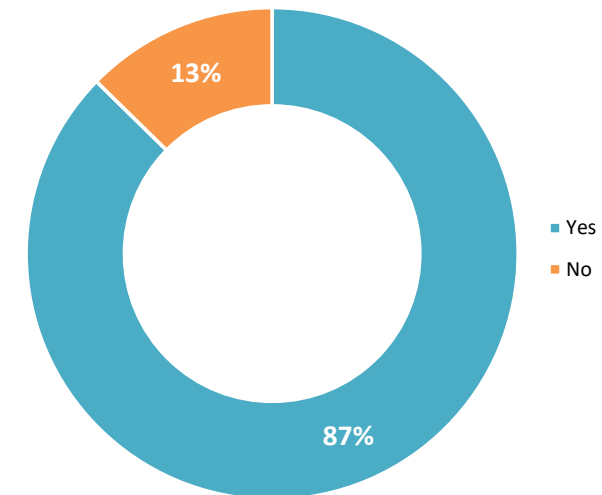
Details of these studies can be found on the following pages. Both locations have limitations but could be further studied for implementation of a new community center.



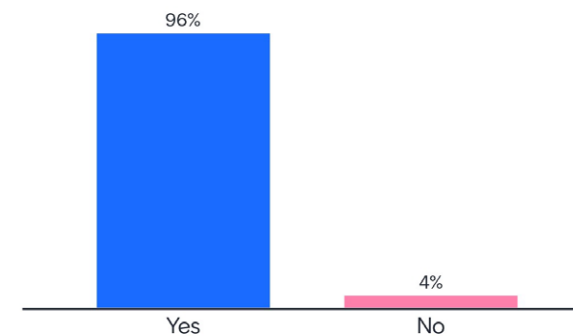
PUBLIC INPUT RESULTS

Community feedback for a potential community center was solicited at both the public input session and as a part of the public survey. At the public input session, citizens were asked if they believe Lakeland needed a community center with 96% of respondents choosing 'yes'. Later on in the meeting, a break out session was conducted where residents were asked to place five dots on the amenities they would most wish to see in the community center. The public survey polled residents on whether or not they would be willing to pay a fee to use a community center, with 87% selecting yes.

WOULD YOU BE WILLING TO PAY A USAGE/MEMBERSHIP FEE TO USE AMENITIES AT A NEW COMMUNITY CENTER? (PUBLIC SURVEY)



DO YOU BELIEVE LAKELAND NEEDS A COMMUNITY CENTER? (PUBLIC INPUT MEETING)



MEMPHIS-ARLINGTON RD SITE | FULL PROGRAM

SITE FEASIBILITY STUDY

During the planning process, the project team worked with the City to determine possible locations for a proposed Community Center. These studies are hypothetical in nature, and were performed to determine the feasibility of constructing a Community Center on the site chosen. This potential site identified for the Community Center is a portion of a large parcel that is bound by Highway 70, Canada Road, and Memphis-Arlington Road. Prior to performing the study for this site, the City received approval from the property owner's team. As of the time of this study, the city had not entered into any negotiations nor had further discussions with the owner of this parcel taken place about the implementation of this plan. In addition to its desirable location, a primary purpose of this study was to explore a full program build out scenario.

The gross square footage of the final building footprint is slightly under 115,000 SF. For comparison, the Kroc Center in Memphis is approximately 100,000 SF. This program contains all of the major amenities identified in the citizen input process, including an Olympic sized pool, more extensive workout amenities and a larger gymnasium with a indoor turf field. The site also includes an outdoor pool facility.

At a conceptual planning level, the Opinion of Probable Construction Cost (OPCC) for this site is estimated to cost between \$55 million and \$65 million, or around \$450 per square foot. This is based on 2022 construction costs, and is higher due to the extensive site work necessary to develop this site.

MEMPHIS-ARLINGTON - CONCEPT PLAN



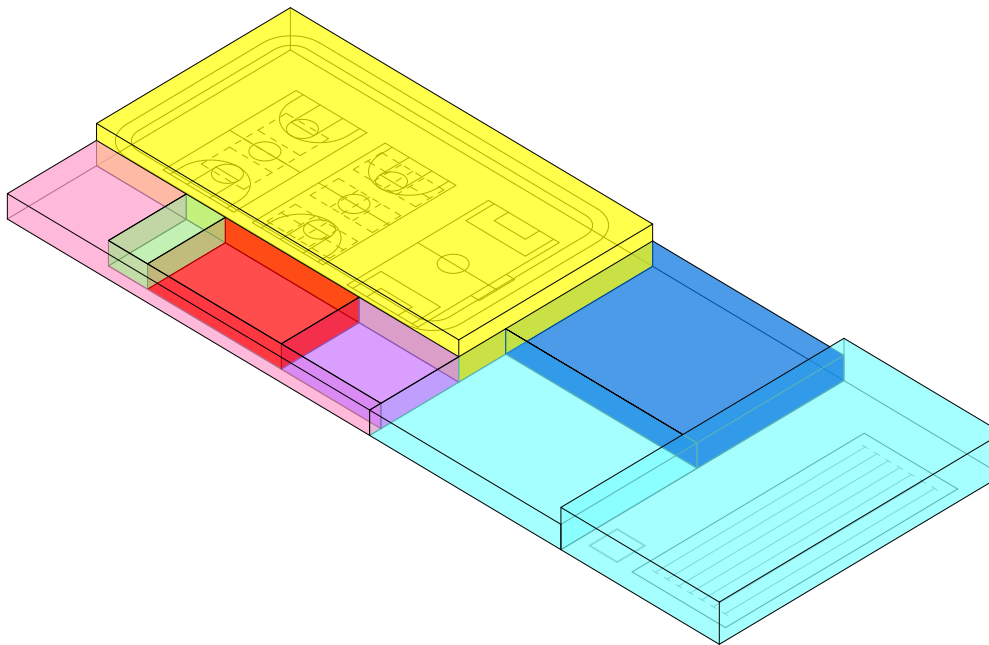
MEMPHIS-ARLINGTON - PROGRAM

	Lobby + Building Support Spaces 5,624 Gross SF Reception/Lobby + Vestibule + MDF/IDF Rooms + Mechanical Room + Electrical Closets + Janitor Closets + Loading Dock + General Storage
	Gymnasium 35,065 Gross SF Basketball/Volleyball/Pickleball Courts (2) + Bleachers + Turf Soccer Field/Dugouts + Elevated Indoor Walking Track + Storage
	Aquatics Center 30,383 Gross SF Indoor Competition Pool (8 lane, 50m) + Pool Deck/Bleachers/Diving + 0' Depth Splash Pool + Locker Rooms (Family, Men's, Women's) + Laundry + Pump Room + Storage (2)
	Administration 3,853 Gross SF Director's Office (3) + Other Offices (4) + Open Work Stations + Conference Room + Copy/Printer/Mail + Break Room + Storage
	Multi-Purpose Rooms + Childcare 6,210 Gross SF Community/Party Rooms (2) + Childcare + Game Room/Computer Lab + Storage (2)
	Snack Bar + Prep. Kitchen 2,128 Gross SF Snack Counter + Prep. Kitchen + Office + Indoor Seating + Storage (2)
	Workout Amenities 12,075 Gross SF Weight Room + Cardio Space + Rock Climbing Walls (2) + Racquetball Courts (2) + Spin Cycle Studio + Exercise Studio (2) + Storage

Program Summary
Departmental - 95,336 Gross SF
Building Gross SF - 114,403 Gross SF (Departmental * 1.20 Gross Conversion Factor)
Preliminary Parking Requirements - 479 spaces

brg3architects

MEMPHIS-ARLINGTON - AXONOMETRIC DIAGRAM



SUMMARY

PROS

- More robust program with enhanced amenities
- Parking counts are met (479 provided vs. 479 required)
- Adjacent to IH Managerial Park and close to the sports complex

CONS

- The City would have to acquire the property
- The larger program will cost more to construct
- Possible wetland mitigation required

WINDWARD SLOPES SITE | REDUCED PROGRAM
SITE FEASIBILITY STUDY

The design team also looked at Windward Slopes Park as a possible location for a community center. This is currently a City owned and operated park space. The site was chosen due to it's proximity to I-40 and it's centralized location. This site is constrained due to its size, so a reduced building program was developed to accommodate the site conditions.

The gross square footage of the building footprint is slightly under 73,000 SF. Through the reduced program development process, the project team worked closely with the City to reduce the total square footage of the building. Notably, the Gymnasium in this program does not provide for an indoor turf field, and the Aquatics Center includes a standard competition size pool (25M) versus an Olympic size swimming pool (50M). The goal of the program reduction process was to prioritize the amenities that were identified through citizen input and advisory group work sessions within a smaller building footprint that is more appropriate for the site.

At a conceptual planning level, the Opinion of Probable Construction Cost (OPCC) for this site is estimated to be between \$27 million and \$32 million. Based on construction costs in 2022, a typical 'greenfield' site of this nature can be expected to cost around \$350 per square foot to develop.

WINDWARD SLOPES - CONCEPT PLAN



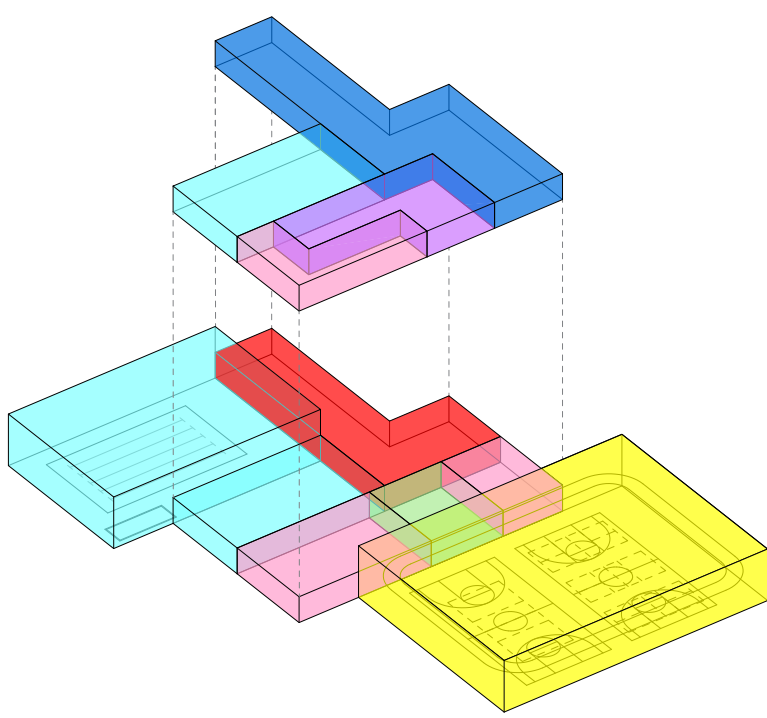
WINDWARD SLOPES - PROGRAM

- Lobby + Building Support Spaces 5,624 Gross SF**
Reception/Lobby + Vestibule + MDF/IDF Rooms + Mechanical Room + Electrical Closets + Janitor Closets + Loading Dock + General Storage
- Gymnasium 18,129 Gross SF**
Basketball/Volleyball/Pickleball Courts (2) + Bleachers + Elevated Indoor Walking Track + Storage
- Aquatics Center 19,263 Gross SF**
Indoor Competition Pool (6 lane, 25m) + Pool Deck/Bleachers/Diving + 0' Depth Splash Pool + Locker Rooms (Family, Men's, Women's) + Laundry + Pump Room + Storage (2)
- Administration 3,508 Gross SF**
Director's Office (3) + Other Offices (2) + Open Work Stations + Conference Room + Copy/Printer/Mail + Break Room + Storage
- Multi-Purpose Rooms + Childcare 4,485 Gross SF**
Community/Party Rooms (2) + Childcare + Game Room/Computer Lab + Storage (2)
- Snack Bar + Prep. Kitchen 2,128 Gross SF**
Snack Counter + Prep. Kitchen + Office + Indoor Seating + Storage (2)
- Workout Amenities 7,245 Gross SF**
Weight Room + Cardio Space + Exercise Studio + Storage

Program Summary
Departmental - 60,380 Gross SF
Building Gross SF - 72,456 Gross SF (Departmental * 1.20 Gross Conversion Factor)
Preliminary Parking Requirements - 308 spaces

brg3s architects

WINDWARD SLOPES - AXONOMETRIC DIAGRAM



SUMMARY

PROS

- Already a City owned parcel
- Centrally located near both commercial and residential uses
- The reduced program equates to a lower cost of construction

CONS

- Program was reduced due to site constraints
- The site is under-parked (243 provided vs. 308 required)
- Tennis center will need to be relocated
- Possible wetland mitigation required

BENCHMARKING

BENCHMARKING

APPROACH

Benchmarking is a process that analyzes and compares key factors pertaining to a parks and recreation agency, and compares them against others to determine gaps in performance . The process is data-driven and does not take into account the unique nuances of Lakeland or other municipalities. Instead, benchmarking captures a high-level comparison to communities that are similar in size. NRPA's 2021 Agency Performance Review was analyzed to provide averages that paint a broader picture of where Lakeland ranks nationally. Also, two peer municipalities were chosen as a benchmark to provide more localized data; Arlington, TN and Dickson, TN. The following topics were considered in the benchmarking process:

- Population characteristics
- Staffing
- Programming
- Budget
- Revenue

PEER MUNICIPALITIES

To gather the data necessary to perform the benchmark analysis, data collection surveys were sent to the selected parks and recreation departments identified as peer agencies. Data requested from each agency included elements such as basic demographic data and park acreage, amenities offered, communication systems, staffing models, budget operations, and maintenance standards. Because this data was provided directly by the agencies themselves, some slight variations and discrepancies may be present as a result of different tracking and collection methods used by each agency. In some instances, data was either omitted or not available.

JURISDICTION			
	LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
Population	13,904	14,549	16,058

PARKS AND OPEN SPACE ACREAGE

This benchmark analysis measures park and open space acreage for each of the peer agencies included in the benchmarking process. It looks at the total number of acres owned by the system, the percent of acres developed for parks and recreation purposes, and the acres of park per 1,000 residents. Lakeland ranks well among the peer communities in this category with about 230 acres owned by the parks system and 16.5 acres of parks per 1,000 residents. The percent of acres developed for parks and open space is skewed due to the acquisition of a new 100 acre sports complex property. Lakeland has currently completed phase one of the master plan for this site.

PARKS AND OPEN SPACE ACREAGE			
	LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
Total acres owned or managed by the system	230	110	334
Percent of acres developed for parks and recreation purposes	50%	100	75%
Acres of parks per 1,000 residents	16.5	7.6	20.8



OUTDOOR AMENITIES

This benchmarking metric analyzes some of the typical outdoor amenities provided in each of the peer organizations. Arlington, TN ranks highest in both multi-purpose fields and tennis courts. Dickson, TN has a similar number of multi-purpose fields as Arlington, and has the most ball diamonds and basketball courts. Lakeland ranks lowest in all five categories of outdoor amenities. Although it is a growing trend in parks and recreation, neither Lakeland, nor the peer agencies offer pickleball courts. Both Lakeland and Arlington provide amphitheaters, while Dickson does not have a dedicated amphitheater.

OUTDOOR AMENITIES			
	LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
Multi-Purpose Fields	3	11	9
Ball Diamonds	.5	4	10
Basketball Courts	0	2.5	4
Tennis Courts	2	6	2
Pickleball Courts	0	0	0
Amphitheater	1	1	0

COMMUNICATIONS

The following table compares methods of communication between the peer organizations. Lakeland currently provides both digital and physical means of communication. The major form of digital communication is social media, notably Facebook, and the parks department website. Lakeland provides physical communication about events through local magazines and flyers/posters. It is a best practice to provide both physical and digital forms of communication to residents in order to reach a wider range of the population.

COMMUNICATIONS			
	LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
Methods of Providing Information about Parks	Social media, flyers/posters, local magazines, website	Social media, website, ads for special events	Social media, newspaper articles, flyers/posters, local magazines, radio/TV ads, website

STAFFING

The following table compares the staffing for peer agencies included in the benchmarking analysis by converting the hours worked by staff to a measure called FTE, or full-time equivalent, to provide a uniform metric for the analysis. FTE is calculated by adding the number of total hours worked by all department employees and then dividing that total by the number of hours typically worked by one full-time employee in a calendar year (2,080 is the number generally used for this calculation).

FTEs per 10,000 residents is a metric that weighs the amount of staff based on population size. This metric is important in determining the capability of staff to meet the demands of the population. Lakeland lands in the middle among the three per communities with 5.6 FTEs per 10,000 residents, while Arlington comes in just below Lakeland at 4.8 FTEs per 10,000 residents. Dickson has double the amount of FTEs per 10,000 residents at 11.2.

STAFFING – FTEs PER 10,000 RESIDENTS		
LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
5.6	4.8	11.2

BUDGET

Of the two per agencies, unfortunately Dickson, TN was not able to provide detailed budget information. However, it is still helpful to bench mark the peer agency of Arlington, TN to get a better understanding of how Lakeland's budget compares. For last fiscal year, Lakeland and Arlington had similar total capital budgets allocated to the Parks and Recreation department. Lakeland generated nearly 3.5 times more revenue than Arlington generated. These revenues come primarily from program revenue, while rental fees and developer fees dedicated to parkland make up the remaining revenues.

BUDGET			
FISCAL YEAR 2021	LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
Total Capital Budget	\$885,809	\$863,760	not provided
Total Non-Tax (earned income) Revenues	\$215,000	\$61,868	not provided

MAINTENANCE STANDARDS

WRITTEN MAINTENANCE STANDARDS (YES/NO)		
LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
No	Yes	No

It is recommended that Lakeland draft written park maintenance standards. By providing a written maintenance standards document, the City will further improve their staff efficiency and create a consistent expectation for all staff and parks. Topics for consideration are listed below:

- Roles and responsibilities laid out for each staff member
- Detailed inventory of parks, facilities, and maintenance areas
- Qualitative standards to be set by the Parks Operation Division to provide clear descriptions of work expected for each classification of park land
- Maintenance standard definitions to be set
- Regular safety, facility, equipment, and playground inspections to be scheduled



PER CAPITA INCOME

It is important to compare annual per capita income against peer agencies in order to understand the average income for a community's residents. At \$41,039, Lakeland's per capita income is over \$10,000 above the Tennessee average. When comparing this metric to peer communities, Lakeland has a higher per capita income than that of both Arlington, TN and Dickson, TN.

PER CAPITA INCOME		
TENNESSEE STATE AVERAGE: \$29,859		
LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
\$41,039	\$34,790	\$27,082

PROPERTY TAX RATE

Property tax rate is another useful metric to benchmark in order to determine tax revenue generation. Lakeland's tax rate is \$1.04 per \$100 of appraised value. This is higher than the Tennessee state average and the peer municipality of Dickson, TN, but less than the property tax rate of neighboring Arlington, TN.

PROPERTY TAX RATE		
TENNESSEE STATE AVERAGE: \$0.64		
LAKELAND, TN	ARLINGTON, TN	DICKSON, TN
\$1.04	\$1.37	\$.67

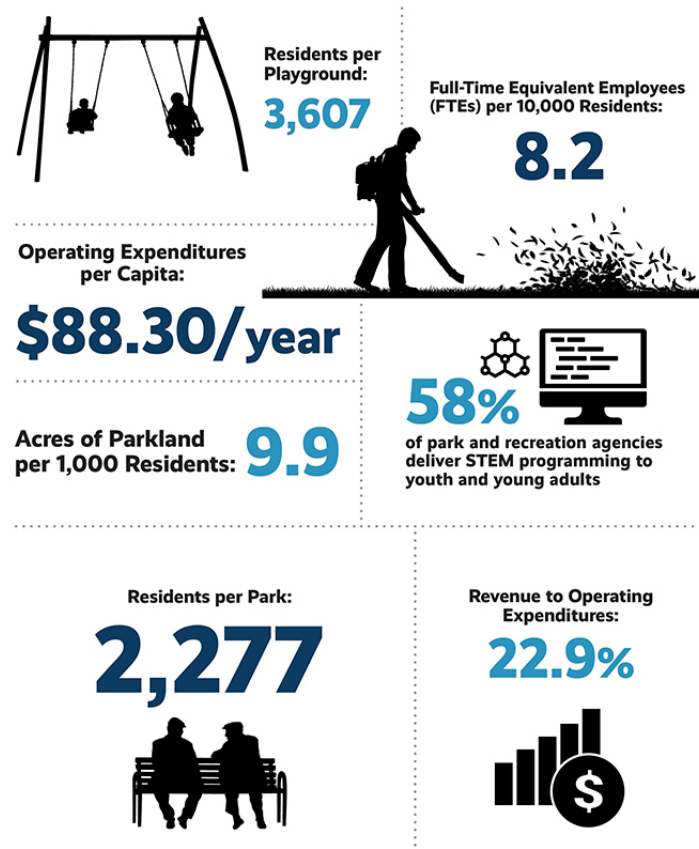
NRPA BENCHMARKING APPROACH

In addition to the information provided by peer agencies, data was also gathered from the National Recreation and Park Association (NRPA), which collects data and performance measures from various agencies and park departments across the United States. This benchmarking analysis section uses data from the 2021 NRPA Agency Performance Review. Like the peer agency data, the information provided to the NRPA is also self-reported, and thus may also have some variations and discrepancies due to tracking methods.

To create a useful comparison for Lakeland's Parks and Recreation System, population size segmentation was used as the primary data metric. With a population of 13,904, Lakeland falls in 'less than 20,000 residents' category.

Benchmarking metrics in this section include: Residents per park, acres of park per 1000 residents, FTEs per 10,000 residents, programming, miles of trail, operating expenditures, and revenue.

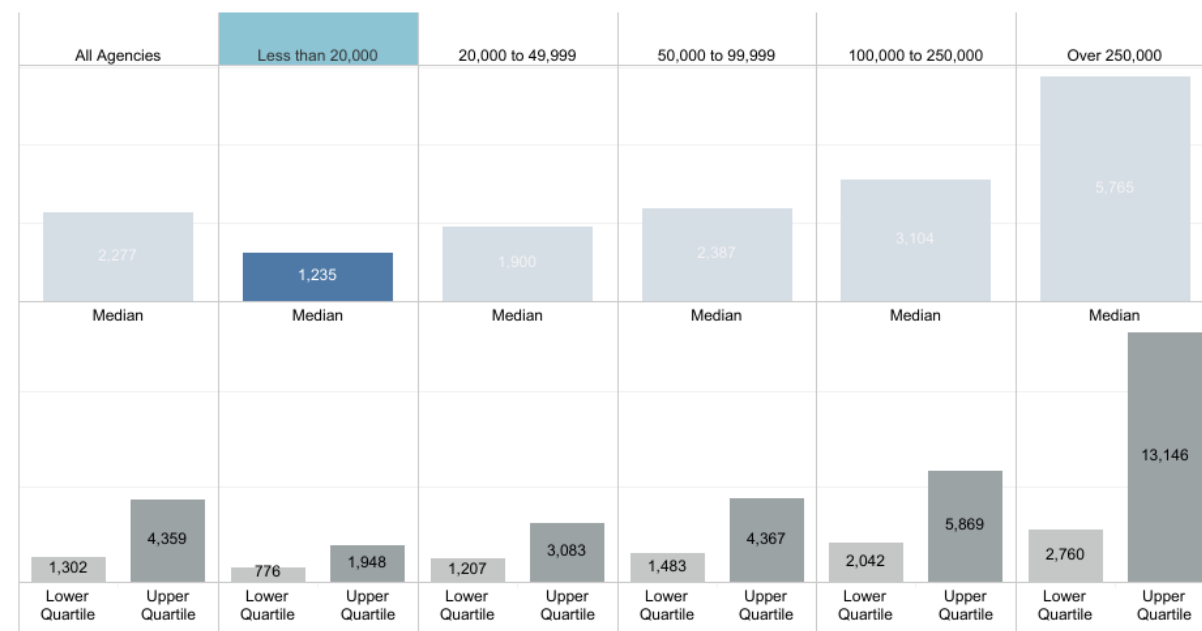
2021 NRPA Agency Performance Review Key Findings



NRPA METRICS

RESIDENTS PER PARK

Analyzing NRPA's Agency Performance Review reveals that the average municipality, regardless of size, has one park for every 2,277 residents. However, the average resident per park correlates positively with overall population size. Jurisdictions with less than 20,000 residents have an average of 1,235 residents per park, while jurisdictions with over 250,000 have an average of 5,765 residents per park. With a population of 13,904 residents and a total of 8 parks, Lakeland comes in at 1,738 residents per park which is above average for similarly sized municipalities. In this instance above average is not necessarily better, and implicates that there are fewer parks to be shared by more people. Lakeland is, however, outside the upper quartile and well within reach of the average.



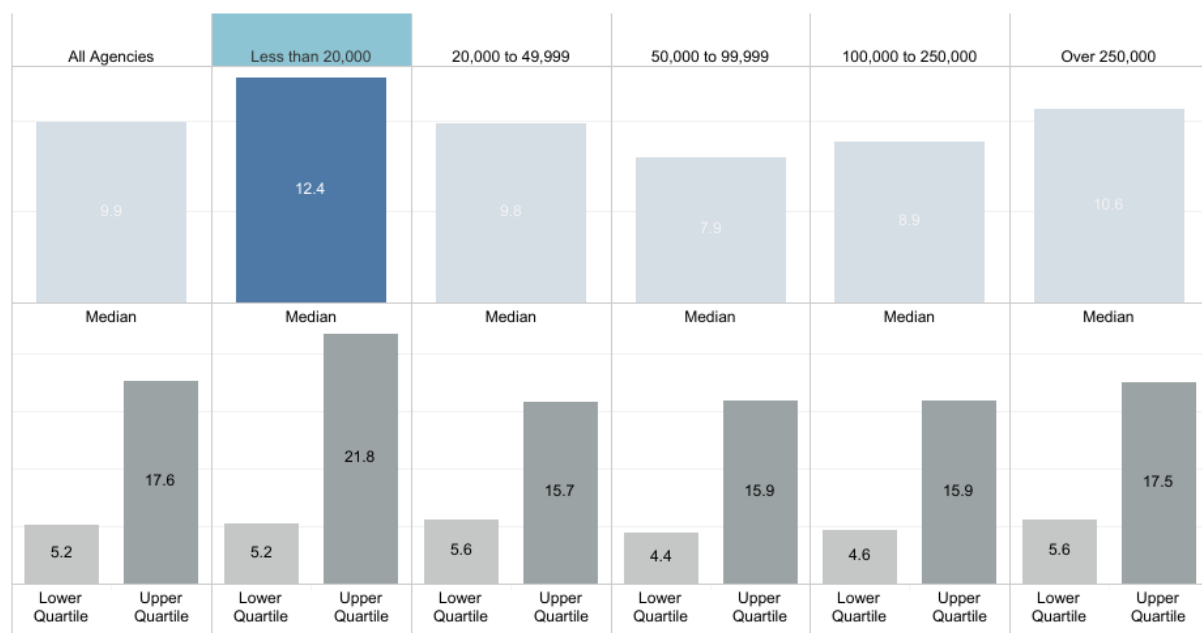
www.NRPA.org/APR

*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.



ACRES OF PARK PER 1000 RESIDENTS

Similar to residents per park, acres of park per 1000 residents provides a benchmark on park demand. A typical parks and recreation agency in the U.S. has on average 9.9 acres per 1000 residents within the jurisdiction. Parks and recreation agencies that have less than 20,000 people within the jurisdiction, have on average 12.4 acres of park per 1000 residents. There is also a stark contrast between the lower quartile at 5.2 acres and the upper quartile at 21.8 acres. Lakeland's Parks and Recreation system manages about 230 acres. This equates to 16.5 acres of park per 1,000 residents across the City, landing Lakeland above the average for jurisdictions with under 20,000 residents, but not quite inside the upper quartile.



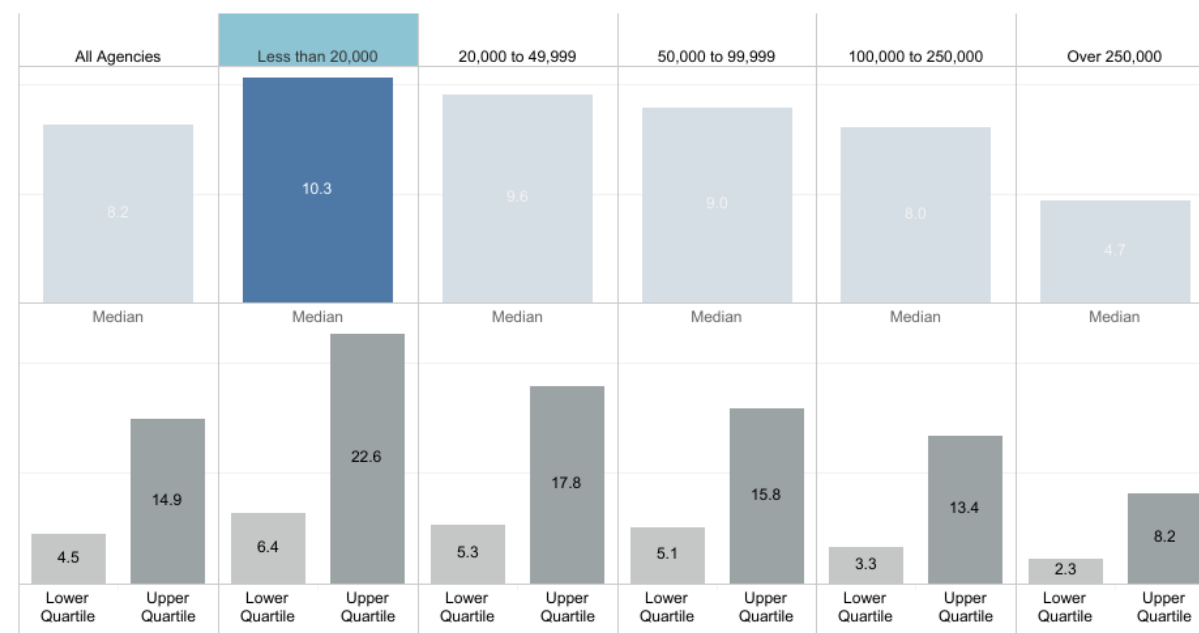
www.NRPA.org/APR

*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.



FULL TIME EQUIVALENT STAFF PER 10,000 RESIDENTS

Full time equivalent (FTE) staff is a metric that combines full-time, part time, and seasonal staff into a full time equivalent based on a 40 hour work week. The typical parks and recreation agency has 8.2 FTEs per 10,000 residents, however, there is a negative correlation between jurisdiction population and average FTEs. This means that as population size increases, FTEs per 10,000 residents decreases. Lakeland's Parks and Recreation department employs six full time employees, zero part time employees, and three seasonal employees for a FTE of 7.75. This means that Lakeland has an equivalent of 5.6 FTEs per 10,000 residents. This puts Lakeland in the lower quartile of jurisdictions that have less than 20,000 residents. To meet the median average, Lakeland would need a total of 15 FTEs.



www.NRPA.org/APR

*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.



PROGRAMMING

Parks and Recreation agencies offer a wide variety of programming that varies based on the amount of people within the municipality. 8 out of 10 jurisdictions with less than 20,000 residents offer themed special events, social recreation events, and team sports. Trips and tours, golf, and running/cycling races rank in the bottom three for jurisdictions of this size. Lakeland is on par with this benchmark, offering all three of the most popular programs, as well as some of the less popular programs.

	All Agencies	Less than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	Over 250,000
Themed special events	89%	84%	89%	92%	93%	90%
Social recreation events	88%	81%	89%	91%	95%	84%
Team sports	87%	82%	94%	91%	91%	77%
Fitness enhancement classes	83%	69%	88%	87%	88%	83%
Health and wellness education	82%	71%	83%	83%	89%	86%
Individual sports	76%	64%	79%	82%	82%	77%
Safety training	72%	63%	67%	80%	81%	79%
Aquatics	71%	59%	70%	78%	80%	76%
Racquet sports	70%	59%	70%	81%	77%	69%
Performing arts	65%	48%	66%	76%	73%	70%
Cultural crafts	62%	41%	62%	69%	79%	71%
Martial arts	62%	44%	67%	71%	68%	62%
Visual arts	62%	43%	58%	71%	78%	72%
Natural and cultural history activities	62%	39%	53%	66%	80%	86%
Trips and tours	61%	47%	61%	70%	67%	67%
Golf	48%	28%	45%	52%	67%	63%
Running/cycling races	48%	39%	45%	55%	48%	57%

28% 95%

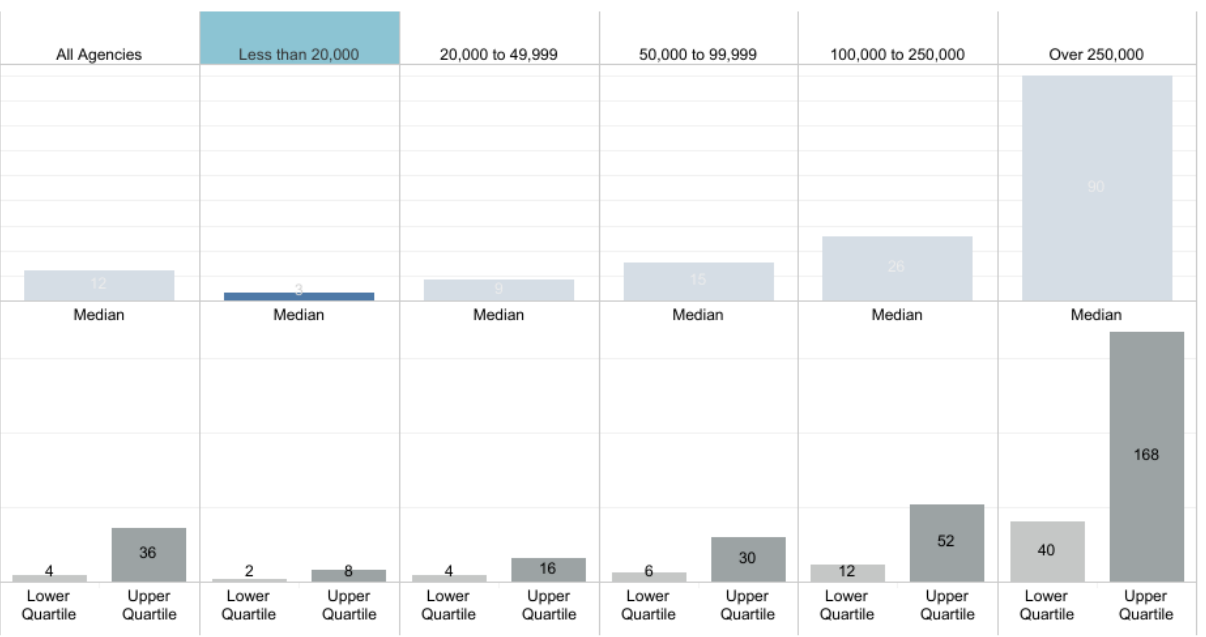
www.NRPA.org/APR



*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.

MILES OF TRAILS

Throughout the community involvement process, residents of Lakeland have expressed a desire for increased walking and biking connectivity. For jurisdictions with less than 20,000 residents, the median is 3 miles of trails, with a relatively narrow dispersion of data between the upper and lower quartiles. The Parks and Recreation department in Lakeland manages 4.2 miles of walking and biking trail, which puts Lakeland above the national average, but below the upper quartile. As currently planned, the Lakeland Athletic Complex will add an additional 2.4 miles of walking and biking trails to the Lakeland parks and recreation system for a total of 6.6 miles. This will put Lakeland in the upper quartile of similar sized municipalities.



www.NRPA.org/APR

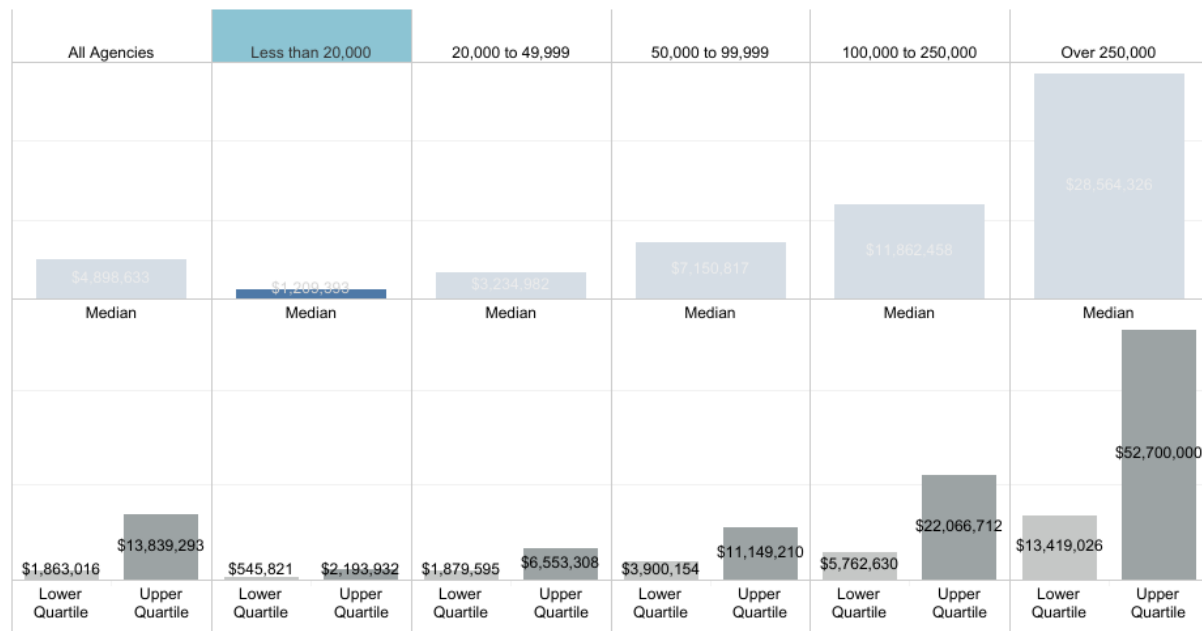


*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.

BUDGET METRICS

ANNUAL OPERATING EXPENDITURES

Annual operating expenditures increase predictively based on the size of the jurisdiction. Parks and Recreation departments in municipalities with less than 20,000 residents have an average budget of \$1.2 million. Similarly, Parks and Recreation departments that manage less than 10 parks have an average budget of \$1.4 million. The Lakeland Parks and Recreation budget for 2022 is \$885,809, which is below the national average for jurisdictions with under 20,000 people and agencies that manage less than 10 parks. However, Lakeland's budget is above the lower 25 percent of jurisdictions in both of these categories.



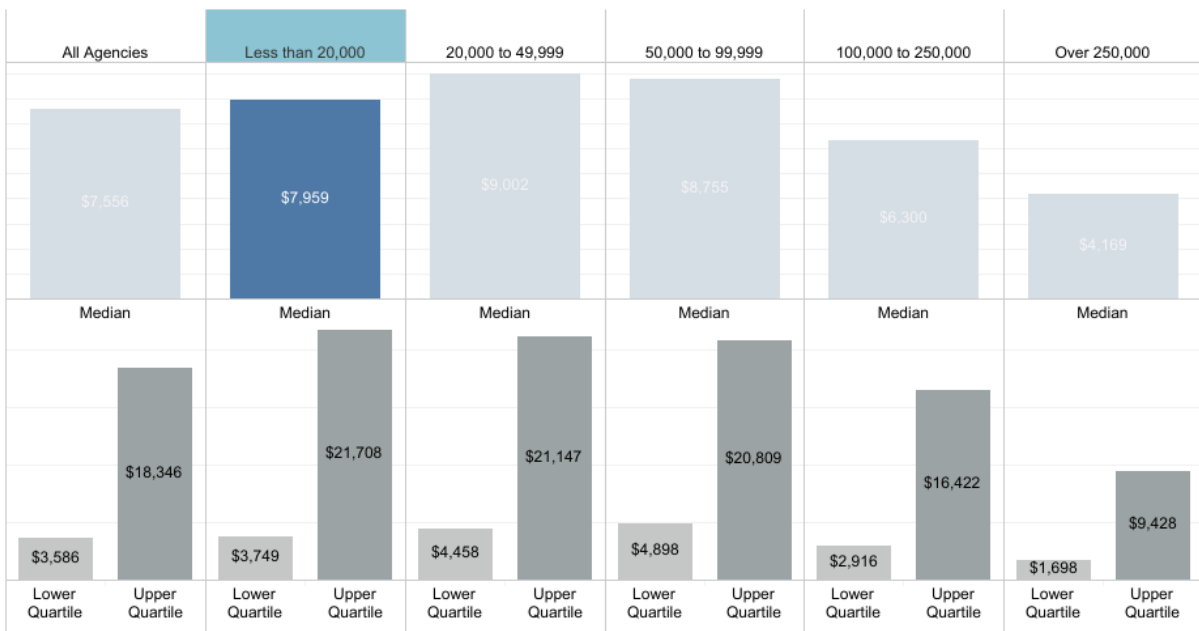
www.NRPA.org/APR

*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.



OPERATING EXPENDITURES PER ACRE

In addition to overall operating expenditures, operating expenditures per acre provides a benchmark for how similar sized municipalities allocate budget. The national average for all agencies is \$7,556 per acre and reflects a 'normal' bell curve distribution based on number of residents within the jurisdiction. The median for municipalities with less than 20,000 residents is just above the total average at \$7,959 per acre. With a budget of \$885,809 and 230 acres of parks, Lakeland spends \$3,851 per acre. This puts Lakeland below the national average for jurisdictions with less than 20,000 residents, but just outside the lower quartile.



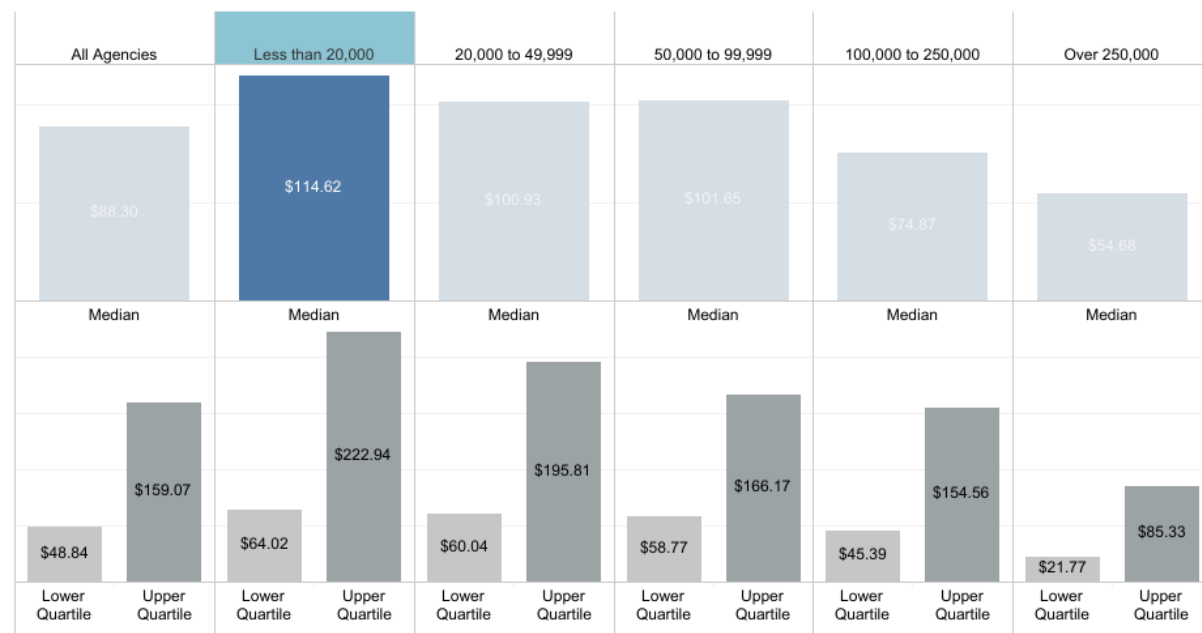
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*Findings from the 2021 Agency Performance Review uses data from Park Metrics, NRPA's park and recreation agency performance benchmarking tool, from 2018-2020.



OPERATING EXPENDITURES PER CAPITA

Operating expenses per capita is another benchmarking metric that shows how a municipality's budget relates to national averages. Unlike operating expenses per acre, national averages reflect a negative correlation where agencies with higher populations tend to spend less money per capita. Jurisdictions with less than 20,000 residents spend an average of \$114.62 per capita and have the largest dispersion between the upper and lower quartiles. With a budget of \$885,809 and a population of 13,904, Lakeland spends about \$64 per capita. Not only is the below the national average for jurisdictions with less than 20,000 people, but it is also just inside the lower quartile.



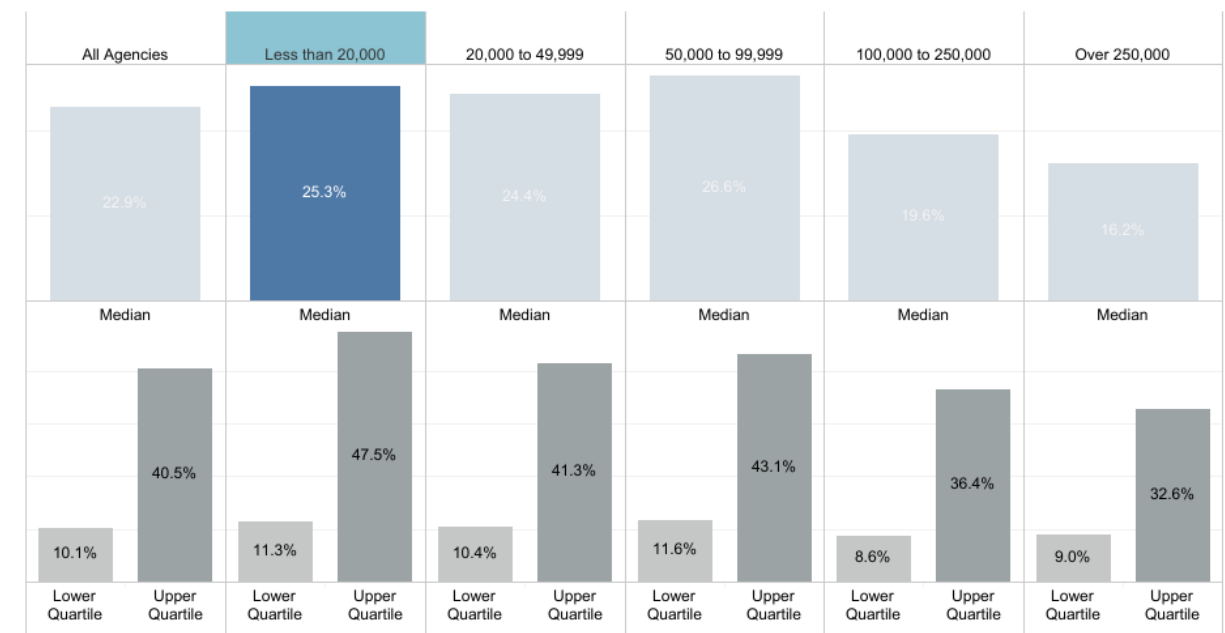
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REVENUE AS A PERCENTAGE OF OPERATING EXPENSES

Parks and Recreation agencies typically operate at negative balance, meaning that the amount of revenue generated is typically much less than the amount of expenditures. The typical parks and recreation agency in the U.S. recovers 22.9 percent of its operating expenses from non-tax revenues. This average is slightly higher for jurisdictions with less than 20,000 residents at 25.3 percent. Agencies in the upper quartile of jurisdictions with less than 20,000 residents recover almost half of their expenses. With a budget of \$885,809 and generated revenue of \$215,000, Lakeland recovers 24.3 percent of it expenses through non-tax revenues.



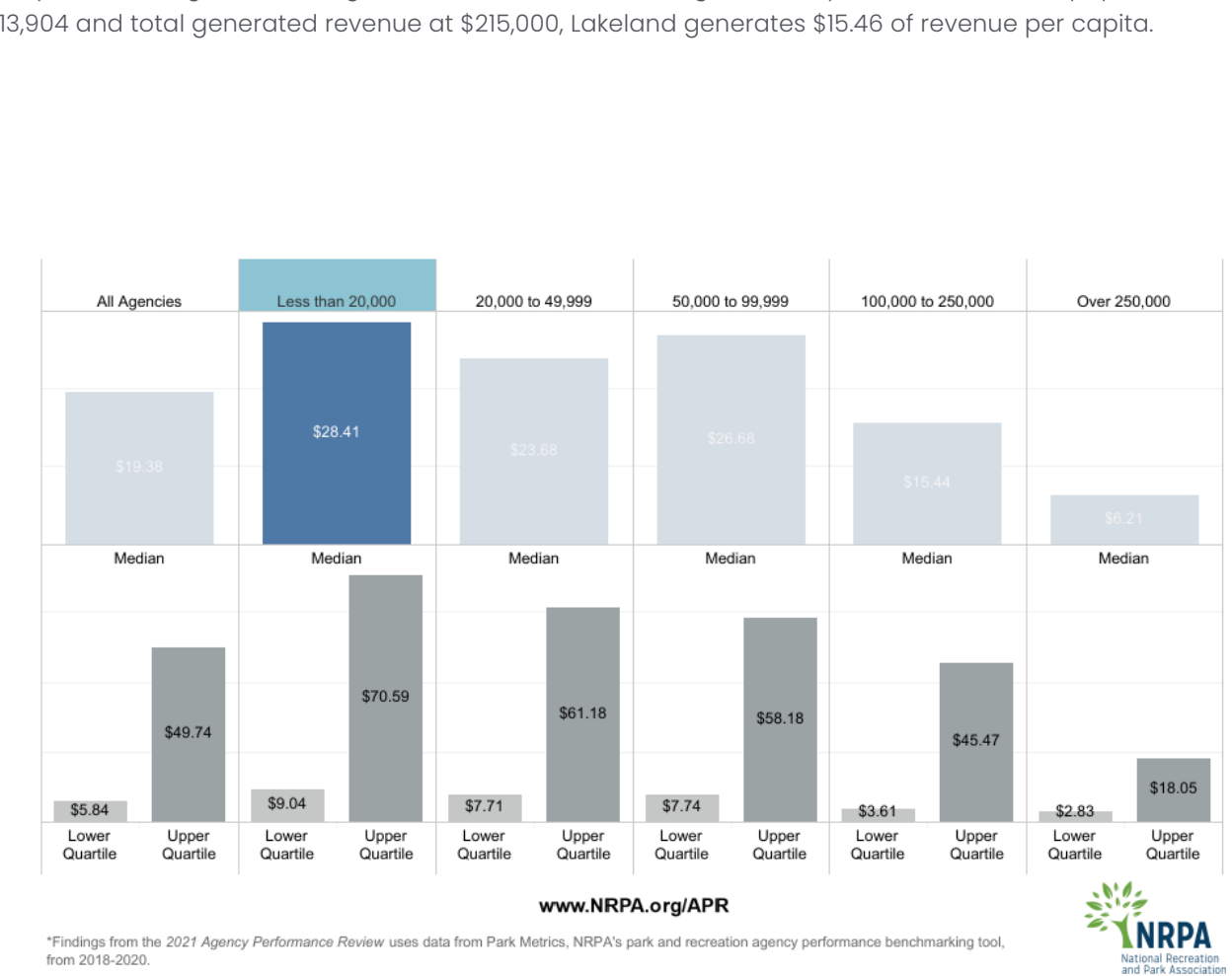
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REVENUE PER CAPITA

Revenue per capita is another way to benchmark an agencies budget. Smaller agencies typically generate more revenue on a per capita basis than larger agencies. Jurisdictions with less than 20,000 residents generate an average of \$28.41 per resident, while jurisdictions with over 250,000 generate an average of \$6.21 per resident. The interquartile range is also highly dispersed for this benchmark, with 50 percent of agencies falling between \$9.04 and \$70.59 generated per resident. With a population of 13,904 and total generated revenue at \$215,000, Lakeland generates \$15.46 of revenue per capita.



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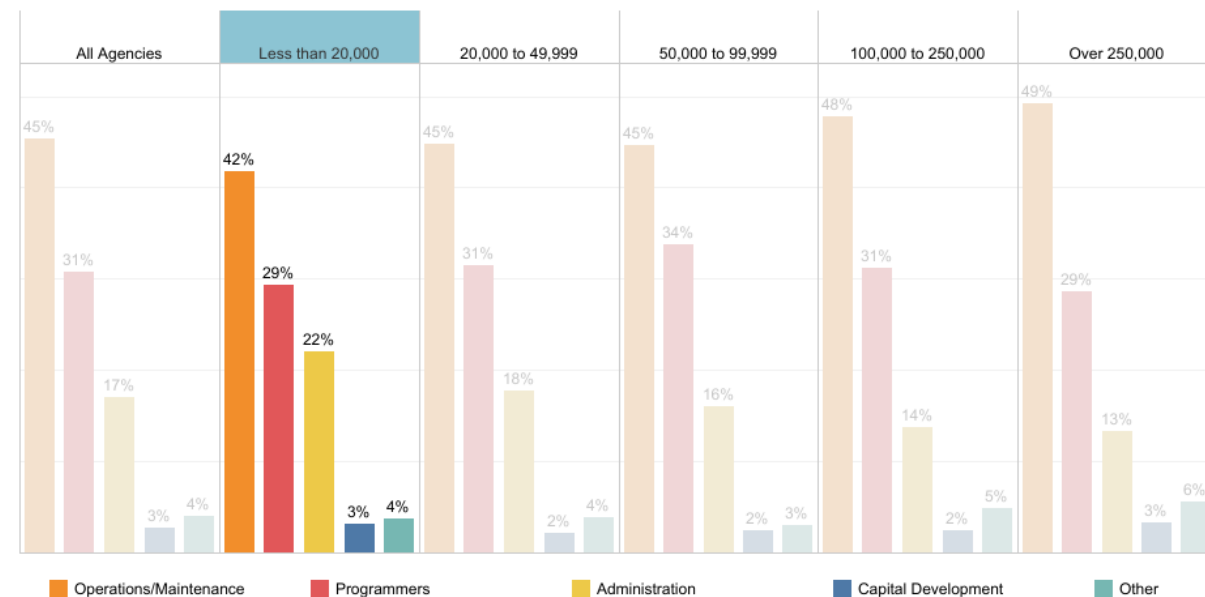
STAFFING ASSESSMENT

OVERVIEW

Lakeland has a dedicated staff tasked with managing, operating, and maintaining its parks and facilities. The parks and public facilities in Lakeland require consistent investment and maintenance to keep them in a state of good repair and adequate for community use. This is made possible by personnel and staff who are dedicated to Lakeland's recreation and public enjoyment. While employees in Lakeland play a major role in community events and maintenance, volunteers are also necessary to manage and handle various other programs. Survey respondents and civic organization representatives, who interact with staff on a daily basis, cited overwhelmingly positive feedback about the parks and recreation staff.

APPROACH

All Parks and Recreation departments nationwide are tasked with a variety of responsibilities in their communities, and it is not uncommon for these professionals to take on various roles in order to operate effectively. NRPA organizes these responsibilities into several key focus areas, which include operations and maintenance, programming, administration, capital development, and other as a catch all for miscellaneous responsibilities. The chart below outlines the average breakdown of staff for the defined categories in jurisdictions with less than 20,000 residents.



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CURRENT OPERATIONS

The Parks and Recreation department in Lakeland manages 8 parks that total to 230 acres. The department currently employs 6 full time staff, no part-time staff, and 3 seasonal staff for a total of 7.75 full-time equivalents (FTEs) or 5.6 FTEs per 10,000 residents. According to the 2021 NRPA Agency Performance Review, the median number of FTEs per 10,000 residents for jurisdictions with less than 20,000 residents is 10.9. With a population of 13,904, Lakeland would need to hire 7 additional FTEs to meet the median ratio.

Since Lakeland has a lower than average number of FTEs, it is important to analyze the utilization and efficiency of staff. Permanent staff positions in Lakeland include one Parks and Recreation Director, one Senior Center Manager and Special Events Coordinator, two recreation coordinators, one Parks Maintenance Supervisor, and one Parks Maintenance Technician. Seasonal staff positions include two recreation specialists - one employed from August to March and one employed from October to March - and an additional Parks Maintenance Technician that is utilized from April to September. Using the NRPA approach, utilization of staff in Lakeland can be broken down into the following categories: 33.3% Operations/Maintenance, 53.8% Programmers, and 12.9% Administration. Based on NRPA data for jurisdictions with less than 20,000 residents, Lakeland may be understaffed in operations and maintenance positions.

It is also important to analyze the tasks each position is responsible for in order to get a full picture of the current operation in Lakeland. The Senior Center Manager is responsible for coordinating volunteer helpers and instructors, scheduling programs, creating and instructing programs, marketing and communications, fundraising, and scheduling and managing community events. Recreation coordinators are responsible for scheduling and overseeing registration for youth athletics, communication with parents and participants, inventory of supplies and equipment, coordinating practice schedules, and scheduling games. Parks Maintenance staff are responsible for mowing and trimming turf within parks, semi-weekly trash removal, striping athletic fields, cleaning restrooms, rental set-ups and general maintenance.

TRAINING AND EQUIPMENT

Employee training and equipment play a vital role in the facilitation and management of the Parks and Recreation facilities in Lakeland. Currently, Lakeland provides both internal and external training opportunities for staff. Lakeland provides its athletic program staff general customer service training and specific sports operations training. Recreation coordinators are sent to get the Certified Youth Sports Administrator training within their first year on the job. Additionally, staff are given the opportunity to attend one expenses paid training event each year.

Lakeland's maintenance fleet currently consists of two Spartan 60" zero-turn mowers and trimmers for turf maintenance. The maintenance fleet also has a trailer mounted pressure sprayer that is utilized for cleaning and washing purposes. Lakeland also uses a state of the art Turf Tank autonomous field painter. The autonomous field painter can paint fields seven times faster and only requires one person to operate. This increases the efficiency of maintenance staff tremendously. As the maintenance staff grows, it is important for the City to continue to invest in equipment in order to fully utilize staff. A new maintenance truck and a van for the Senior Center are currently planned for in the coming years capital expenses.

Maintenance employees in Lakeland are not currently offered internal training, other than new hire integration. Maintenance employees would benefit from job training opportunities to be able to more successfully navigate job related tasks. The City should regularly budget for specialized maintenance staff to attend training to ensure they are being efficiently utilized based on current technology and best practices. The Parks and Recreation department should also develop a detailed training protocol for all new maintenance hires.



TECHNOLOGY

It is recommended that the City provide access to a computer in the maintenance shop for the purpose of looking up parts and equipment. Providing internet connectivity to maintenance staff will increase productivity and workflow. It is also recommended that the City consider the installation of security cameras at all parks to provide surveillance and minimize vandalism. Park misuse was an issue cited by the Parks Board, and came up repeatedly in public engagement efforts. Lakeland should continue to monitor new technological developments that can be applied to current workflows to increase productivity and efficiency of staff.

SUMMARY

Overwhelmingly positive remarks were made during the stakeholder interviews and public survey regarding the great work the Department staff is doing. Most of the current issues the Department is facing are due to the increasing population of the City and the growing parks system. The Parks and Recreation Department needs to focus on maintaining existing programs and facilities to a high standard while developing land for new parks to keep up with the growing population. The addition of several new positions such as a maintenance superintendent, marketing manager and additional programming personnel will be integral to the Department's growth. Several updated equipment items, additional storage space, and technology improvements will also help maintain the high standard of Lakeland's facilities and programs.



PROGRAM ASSESSMENT

OVERVIEW

Programs are generally defined as organized activities facilitated by a parks and recreation department. This definition can include classes that last for several weeks in succession, as well as special events that are hosted by either the Parks Department or a peer organization one time a year. Programs play an important role in the community, serving as athletic and recreation opportunities, educational, historical and cultural arts activities, and the rental of public facilities and equipment for public use.

The City of Lakeland offers an array of public programs and activities to most ages and interests from both the Parks Department as well as multiple civic organizations. These programs provide both passive and active recreation, as well as a mix of free and fee-based activities. All leagues that operate within the City of Lakeland work to make sure that the segment of the community that is unable to afford to participate in activities has the ability to do so through scholarship programs. Leagues run by the Parks Department itself also offer those who are of lower-income status the ability to apply for scholarship registrations.

To understand how well Lakeland’s programs are fulfilling the community’s needs, the consulting team analyzed the community’s current programming which included various activities related to athletics, recreation, cultural arts, historical arts, and other opportunities. To assess the needs of Lakeland, it is important to understand what is being offered, for whom it’s being offered, and costs associated with that specific activity.

Lakeland provides various athletic opportunities for its residents, catering to a wide range of age groups and ability levels. Leagues such as softball, basketball, and football are offered at various times throughout the year. The table below shows each program’s active season, league name, target age, as well as the program’s lifecycle.

PARKS DEPARTMENT – ATHLETIC LEAGUES			
SEASON	LEAGUE	TARGET AGE	GROWING/ MATURE/ DECLINING
Winter	Youth Rec Basketball	5-12 yrs	Growing
Winter	Youth Competitive Basketball	9-12 yrs	Growing
Spring	Adult Soccer	18+ yrs	Growing
Summer	Tee Ball	4 yrs	Mature
Summer	Baseball	5-10 yrs	Mature
Summer	Flag Football	7-12 yrs	Growing
Fall	Flag Football	5-6 yrs	Growing
Fall	Tackle Football	7-12 yrs	Growing

CIVIC ATHLETIC PROGRAMS

Civic leagues are additional athletic programs that are offered by other organizations that are contracted through the city. Having civic organizations facilitate additional athletic leagues reduces the amount of effort required by the Parks Department. This, in turn, allows for less staffing and decreased costs covered by the city. The Parks Department provides the athletic fields and maintenance, and works hand-in-hand with civic organization leaders to make these leagues a success.

CIVIC GROUPS – ATHLETIC LEAGUES			
SEASON	LEAGUE	TARGET AGE	GROWING/ MATURE/ DECLINING
Yearly	Tennis	5-10 yrs	Mature
		11-17 yrs	
		18+	
Spring	Youth Soccer	5-6yrs	Growing
		7-8 yrs	
		9-12 yrs	
		13-18 yrs	
Fall	Youth Soccer	5-6 yrs	Growing
		7-8 yrs	
		9-12 yrs	
		13-18 yrs	
Fall	Football Cheer	5-12	Growing
Winter	Competitive Cheer	5-12	Growing
Winter	Basketball Cheer	5-12	Growing

SPECIAL EVENTS AND PROGRAMS

In addition to the many athletic programs and leagues offered, Lakeland also provides many special events and creative program options. All of these activities are growing in popularity and are widely attended by residents of all ages. Currently, there are no spring offerings, while all others seasons have two offerings.

PARKS DEPARTMENT –SPECIAL EVENTS			
SEASON	EVENT	TARGET AGE	GROWING/ MATURE/ DECLINING
Summer	LAMP Entertainment Series – Concerts	All ages	Growing
Summer	LAMP Entertainment Series – Movies	All ages	Growing
Fall	LAMP Entertainment Series – Movies	All ages	Growing
Fall	Halloween Festival	All ages	Mature
Winter	Christmas Festival	All ages	Mature
Winter	Christmas Parade	All ages	Mature



LIFECYCLE ANALYSIS

The lifecycle analysis of all programs provided in Lakeland leans heavily towards growing programs, providing a majority that are relatively new to residents. This growth is exciting and a good indication that the parks and recreation system in Lakeland is expanding. In a ideal scenario, mature programs would provide a stable foundation of reliable and loyal participants and would make up the majority of programs in the analysis. Growing programs would compliment the mature programs by providing residents with new and fresh options. Lakeland’s situation is nuanced because of several factors including it’s growing population, recent Parks and Recreation Director hire (2020), and the acquisition and phase one build out of a new sports complex. It is anticipated that, over the years, the growing programs will transition to mature programs with steady and reliable usership. The graph below depicts the lifecycle analysis of programs in Lakeland, based on input for the Parks Advisory Board.



SEASONAL ANALYSIS

A seasonal analysis was conducted based on program scheduling. Creating a well-rounded program schedule throughout the year is key to providing dynamic and successful activities for residents. The graphic below depicts the core program areas offered, and shows where programs overlap during most of the year. Overall, the department provides opportunities for all age groups throughout the year. The Spring months have the least amount of programmed activities. As the department expands its program offerings, it should look at a seasonal analysis to ensure that all programs are balanced throughout the year.

PROGRAM DENSITY



Youth Athletic Leagues
Adult Athletic Leagues
Community Events

The previous graphic depicts the core program areas the Department offers, and shows where gaps lie during certain times of the year. Overall, the Department does a good job of offering various programs throughout the year for all age groups. The spring months tend to be a gap period with the youth recreation programs. During these months, an indoor facility would be ideal to provide athletic and recreation activity opportunities, making the gap period in programming relatively small. Going forward, the City should invest in this type of facility, as it is an important asset to the community's recreation needs, especially during the winter and spring months where colder temperatures and rainy weather limit outdoor activities.

AGE SEGMENT DISTRIBUTION

An age segment distribution analysis was conducted based on the target age group for each existing program. This analysis helps to better understand how the current programs serve each age group. Overall, the Department leans more heavily toward programming for Pre-School and Elementary age groups, which comprise 80% of the total program offerings. Although the Teen age group is a more difficult age segment to target due to competing interests, it is recommended that the Department increase programming options for the group to help balance out the distribution.

AGE GROUP	DISTRIBUTION
Pre-School (5 and under)	40%
Elementary (6 - 12)	40%
Teen (13-18)	12%
Adult (18+)	8%

FINANCIAL ANALYSIS AND REVENUE STRATEGIES

FINANCIAL ANALYSIS AND REVENUE STRATEGIES

FEE ANALYSIS

Fees for reserving certain amenities and locations vary per location and style of amenity. A snapshot of fees for a number of facilities in the City of Lakeland is captured in the table below. This fee breakdown includes pricing policies for resident and non-resident fees as well as price variations depending on the day of the week.

FACILITY FEE RATES		
AMENITY	FEE	NOTES
Oakridge Park Pavilion	\$50/day (resident) \$75/day (non-resident)	Medium pavilion
Windward Slopes Park Pavilion	\$50/day (resident) \$75/day (non-resident)	Medium pavilion
City Hall Park Pavilion	\$100/day (resident) \$150/day (non-resident)	Large pavilion
Zadie E. Kuehl Park Pavilion	\$100/day (resident) \$150/day (non-resident)	Large pavilion
IH Clubhouse Banquet Room	Weekday (Su-Th)-\$80/hr Weekend (Fr-Sa)-\$200/hr Non-Resident-\$300/hr Weekday (Su-Th) Non-Profit-\$50/hr Weekday (Su-Th) Cmty Group-\$20/hr Weekend (Fr-Sa) Cmty Group-\$50/hr	2 hour minimum
IH Clubhouse Rec Room	Weekday (Su-Th)-\$200/day Weekend (Fr-Sa)-\$300/day Non-Resident-\$525/day Non-Profit \$35/day	Must accompany Banquet Room rental
LAMP Amphitheater	Weekday (Su-Th)-\$200/day Weekend (Fr-Sa)-\$350/day Non-Resident-\$525/day Non-Profit \$35/day	With Banquet Room rental
LAMP Amphitheater	Weekday (Su-Th)-\$75/hr Weekend (Fr-Sa)-\$100/hr Non-Resident-\$150/hr Non-Profit \$50/hr	2 hour minimum

The following table shows each organization, fees charged, and the status of this fee, whether it is above average, comparable with peer agencies, or below average. Most of the leagues are below average or comparable to league fees around West Tennessee. However, Lakeland does not currently have facilities that are comparable to surrounding departments. It is recommended that as Lakeland develops adequate facilities, league fees should be reviewed and increased based on peer departments.

PROGRAM FEE RATES			
ORGANIZATION	FEE (PER PERSON)		STATUS
Lakeland Youth Rec Basketball	\$140		Comparable
Lakeland Youth Competitive Basketball	\$225		Comparable
Lakeland Adult Soccer	\$300/team		Comparable
Lakeland Rec T-Ball	\$75		Below Average
Lakeland Rec Baseball	\$90		Below Average
Lakeland Rec Flag Football	\$80		Below Average
Lakeland Rec Tackle Football	\$300		Above Average
Civic Tennis	5-10 yr	\$99/mo	Comparable
	11-18 yr	\$99/mo	
	18+	\$80/mo	
Civic Youth Soccer	5-6 yr	\$95	Below Average
	7-8 yr	\$100	
	9-12 yr	\$115	
	13-18 yr	\$125	
Civic Football Cheer	\$150		Comparable
Civic Basketball Cheer	\$75		Below Average
Civic Competitive Cheer	\$1100		Comparable

OPERATING EXPENSES

Per NRPA's 2021 Agency Performance Review, a typical parks and recreation agency with less than 20,000 residents has annual operating expenses of \$114.62 per capita. With a population of 13,904, Lakeland would need a total budget of roughly \$1.6 million. Lakeland currently spends about \$64 per capita. The Agency Performance Review also breaks down the average operating expenditures per acre of park at \$7,959/acre of park. With a total park acreage of 230, Lakeland would need a total budget of roughly \$1.8 million to meet the NRPA average.

REVENUE SOURCES

The Lakeland Parks and Recreation department generated a total of \$215,000 in revenues last fiscal year. This revenue came from developer fees for parkland (\$65,000), program revenue (\$115,000), and rental fees (\$35,000). Based on the 2021 NRPA Agency Performance Review, the average parks and recreation agency generates \$28.41 in revenue annually per resident, while Lakeland is at \$15.46. The Performance Review also shows that the typical agency with a population less than 20,000 recovers 25.3% of its operating expenditures from non-tax revenues. The City of Lakeland is on pace with this benchmark, recovering 24.3% of expenditures.



REVENUE STRATEGIES

A considerable investment in parks and facilities expansions will be necessary to bring the level of service provided by Lakeland in line with the average service level of other similar sized communities. These needs become even more acute when considering the continued population growth projected for the community. While the costs associated with purchasing parkland and developing facilities is significant, these projects become more feasible when multiple funding sources are considered. Developing a long-term capital improvements plan to prioritize funding for short-term and long-term needs for the various projects will allow the costs to be planned and funded over a longer time horizon, further enhancing funding feasibility.

LEAGUE FEE INCREASES

As recreational sports leagues grow in popularity and begin to retain more usership, Lakeland should analyze it's league fees compared to other municipalities in the area. The City should seek to balance competitive pricing while covering it's cost of operation for these leagues.

BOND FUNDING

Bond funding has been used by many communities to finance investments in park and recreational infrastructure. In today's low interest rate climate, these can be a particularly cost-effective strategy for capital improvements that are then repaid from a dedicated funding source, such as a hotel-tax or portion of local property taxes. These can also be funded through the creation of special taxing authorities, or TIFs, which leverage the value created for adjacent properties by assessing a tax on the increase in value of those properties after the park and recreational improvements are built.

CORPORATE SPONSORSHIPS

Local businesses in the community can also play a role in supporting community park facilities. These businesses are often interested in giving back to the community in the form of funding or in-kind donations (labor, materials, land), and may be interested in positive attention generated by these partnerships. Additionally, some businesses may also be willing to pay for naming rights or can also open up additional avenues for funding.

DEVELOPER CONTRIBUTIONS

Lakeland currently requires all neighborhood developments to donate land to the City to be developed as park space. The amount of area is determine by a Parkland Dedication Formula that is calculated using the number of units multiplied by average family size multiplied by a parkland ratio (10 acres per 1000 people) multiplied by density factor. In no case are parks under 5 acres accepted. The development code also allows for a payment in lieu of at the discretion of the Parks and Recreation Department. These developer contributions are a key strategy to further develop the parks and recreation system.

GRANT FUNDING

There are a variety of state and federal grant programs that can be used to fund recreational infrastructure. Sometimes, pairing recreational enhancements as a component of other project types can also open up additional avenues for funding. Some examples of grants may include STP (Surface Transportation Program), Land and Water Conservation Funds (LWCF), Local Parks and Recreation Fund (LPRF), or Built Environment Grants. The City should plan to apply for each LPRF grant cycle, which typically occurs every 2 years to help implement the comprehensive system-wide master plan that outlines goals for the next 10 years.

FUNDRAISING / COMMUNITY ACTIVISM

A successful fundraising strategy in many communities around the country is the implementation of adopt-a-trail or adopt-a-park programs, where community groups or corporate entities can commit to donations of time or money to maintain specific pieces of park and recreation infrastructure. These programs could be included under the 'Keep Lakeland Beautiful' program. Other options for fundraising can include community events to raise funds, or the ability to pay for names to be included on park equipment, benches, bricks, or other items.

PARTNERSHIPS

Partnerships can play a key role in leveraging the resources of the community together with other public or non-profit entities to accomplish larger projects or more complex goals than might otherwise be possible by the city alone. Partnerships with other governmental units, such as Shelby County or the local school system, can be particularly effective strategies. These are similar to corporate sponsorships and developer contributions in that the partner receives positive media attention while providing funds for the City.

TAX STRATEGIES

Tax strategies can be an effective way to create a dedicated revenue stream. Utilizing special taxes to provide additional revenue for the City is a strategy used by other communities to offset the cost of new facilities and new parkland. A portion of a tax could be earmarked specifically to pay for the new park and recreation infrastructure. The City could also consider dedicating a portion of other taxes, such as property taxes or local sales tax, to create dedicated revenue streams for parks and recreation opportunities. This approach has been used for various funding priorities in communities across the state. This can be somewhat contentious, so allowing citizens the option to vote on dedicating a portion of their tax dollars to a specific cause, like parks and recreation, will ensure general consensus and allow the public to take greater ownership of the funding decision.

USAGE FEES

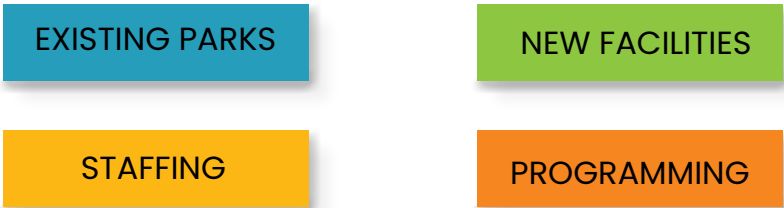
While it should always be a priority to provide recreational opportunities free of charge so all members of the community can participate, it is necessary in some instances to charge usage fees to pay for maintenance or prevent over-use of facilities. Lakeland currently utilizes these fees for certain facility rentals. Residents do receive a discount to certain facilities compared to visitors. Upon the completion of Lakeland's athletic complex, a tournament fee schedule should be adopted. These fees will provide increased revenue to the parks and recreation department on a consistent basis.



IMPLEMENTATION PLAN

IMPLEMENTATION OVERVIEW

One of the most critical aspects of this Master Plan Report are the recommendations made for the Parks and Recreation system, as well as actionable strategies for how to implement them. This component of the Master Plan provides strategies that summarize the recommendations that were identified in previous chapters of the report. These recommendations are based on community feedback, data collection and analysis, and professional opinions of the planning team and advisory group. The Implementation Plan for the Lakeland Parks and Recreation Department outlines recommendations for existing and new park facilities, as well as, staffing and programming. These recommendations are organized based on priority, project scope, potential budget impact, and suggested funding sources to guide the Department in approaching the Implementation Plan methodically over the next decade. The following recommendations are made to help ensure that the Parks and Recreation System in Lakeland continues to provide a high level of service to it's residents. They are organized into the following topics:



EXISTING PARKS

Lakeland’s parks and recreation system is currently comprised of eight parks ranging from small neighborhood parks to a large athletic complex (Phase I of construction complete). These parks require consistent maintenance and upgrades to ensure that they are enjoyed to their full potential. Lakeland has recently invested in capital improvements for some of the parks in the system, including playground renovations for both Zadio E. Kuehl Memorial Park and Oakridge Park. In analyzing the existing parks facilities, the following improvements and updates have been recommended by the planning team. These improvements are categorized as high and low priority. In addition to the improvements listed, Lakeland should also reference the ADA Transition Plan for accessibility improvements for each park.

HIGH PRIORITY RECOMMENDATIONS

PARK	HIGH PRIORITY RECOMMENDATION
City Hall Park	- Develop a Master Plan for the park - Repair walking path - Update and expand playground - Develop insect/pest control program - Greenway connection to Lakeland Town Square development and Lakeland Athletic Complex
Cool Springs Park	- Provide parking for the general public - Install exercise equipment along trail - Greenway connection to Lakeland Sports Complex
IH Managerial Park	- Upgrade parking in conjunction with New Canada Road construction - Install ADA accessible fishing pier - Greenway connection to Plantation Hills and Lakeland Sports Complex - Relocate maintenance facilities to the Sports Complex - Add additional event amenities such as restrooms, concessions/food truck accommodations
Oak Ridge Park	Accessible route to the Seed Tick Road trail
Plantation Hills Park	- Develop a Master Plan for the park - Install new play equipment - Install rules and regulation signage - Greenway connection to IH Managerial Park - Install “sky-cop” or similar apparatus - Improve sight-lines through the park for security purposes

HIGH PRIORITY RECOMMENDATIONS (CONTINUED)

Windward Slopes Park	- Tennis Center expansion to include pickleball - ADA accessible route to playground - Sidewalk connection to Canada Road - Install fitness equipment along walking path - Install “sky-cop” or similar security apparatus - Install parking lot lighting
Zadie E. Kuehl Memorial Park	- Install pavilion seating - Update park benches - Sidewalk connection to Canada Road - Install restroom facility adjacent to playground
Lakeland Athletic Complex and Recreational Park	- Complete remaining phases of the complex - Greenway connection to IH Managerial Park and Cool Springs Park - Install “sky-cop” or similar security apparatus

LOW PRIORITY RECOMMENDATIONS

PARK	LOW PRIORITY RECOMMENDATION
City Hall Park	- Upgrade exterior of storage buildings - Pave parking lot along Memphis-Arlington Road - Potential location of ‘Lakeland Tennis Center’
Cool Springs Park	Establish Level 1 Arboretum designation from Tennessee Urban Forestry Council
IH Managerial Park	- Reassess Master Plan for the park and continue improvements accordingly - Enhance aesthetics of existing maintenance facilities - Update picnic areas and other park amenities over time
Oak Ridge Park	- Install walking trail through undeveloped portion of the park to connect to Oakwood neighborhood - Install restroom facility
Plantation Hills Park	- Timed gate to access parking area - Enhance interaction with wetland and add interpretive signage
Windward Slopes Park	- Walking trail lighting - Enhance interaction with wetland and add interpretive signage

LOW PRIORITY RECOMMENDATIONS (CONTINUED)

Zadie E. Kuehl Memorial Park	- Expand walking loop to utilize undeveloped portion of the park - Install shaded seating areas within the dog park
Lakeland Athletic Complex and Recreational Park	Consolidate all sports facilities to this complex to reduce maintenance and eliminate the need to transport equipment



NEW FACILITIES

Future parks and recreation facilities are recommended for Lakeland based on NRPA averages and the anticipated growth in the community. These new facilities will provide a high level of service with new recreation opportunities for the City's residents as well as expand upon the current offerings. The following chart compares the number of existing amenities that Lakeland has compared to the amount peer communities have based on average community data from the NRPA Agency Performance Review Report. Recommendations for additional facilities in Lakeland are listed based on this data.

AMENITY	NRPA AVERAGE*	LAKELAND CURRENT NUMBER	ADDITIONAL AMENITIES RECOMMENDED
Playground	7.0	4	3
Baseball Diamond	4.5	1	4
Softball Diamond	2.6	0	2
Basketball Court (outdoor)	3.7	0	3
Multi-Purpose Field	3.2	3	0
Tennis	5.1	2	3
Pickleball	4.0	0	4
Community Garden	1.6	0	1
Skate Park	1.3	0	1
Dog Park	1.3	1	0
Community/Rec Center	1.5	0	1
Aquatics Center	1.2	0	1
Senior Center	1.1	1	0
Performance Amphitheater	1.5	1	0
Nature Center	1.2	0	1

*This was calculated by using the NRPA average population per facility.

Based on the benchmarks established by the NRPA Agency Performance Review, the following new facilities are recommending in Lakeland:

NEW FACILITIES	RECOMMENDATION
Community Center	- Select a community center site and plan for its construction - This community center will include an aquatic center
Lakeland Sports Complex	Complete remaining phases of the Master Plan
Community Garden	Provide a community garden space with staff to support
Greenways	- Provide greater connection between parks - Develop a Greenway Master Plan
New Parks	As population increases, develop parks in under serviced areas
Racket Sports	- Develop a tennis center large enough to host tournaments (four courts) - Provide pickleball courts
Skate Park	Currently depicted in the Lakeland Athletic Complex master plan
Playgrounds	Install playgrounds as recommended in both the IH Managerial Park Master Plan and Lakeland Athletic Complex Master Plan
Nature Center	- Utilize and enhance existing wetland areas within parks to provide educational opportunities - Provide an arboretum in Cool Springs Park



STAFFING

A successful Parks and Recreation System is dependent upon well organized and dedicated staff. The current staffing model was analyzed by the project team, and, based on the findings, the following recommendations are made. These recommendations indicate areas in which current operations can improve and expand, and will maximize productivity and efficiency within the Parks and Recreation Department.

RECOMMENDATION	FURTHER IDEAS
Hire additional staff to meet staffing metrics set by NRPA	Hire additional staff over the next five years to meet the NRPA standard rate of 45% operations maintenance, 35% programming, and 20% administration
Delegate area-specific maintenance crews	As maintenance staff increases, delineate maintenance zones that are assigned to specific crews
Enhance training program	Provide additional training opportunities to enhance employee productivity and ensure consistent skill sets among staff
Community Center	Provide full time staff for a future community center dependent on the final program
Volunteer Program	Expand Keep Lakeland Beautiful to include an Adopt a Park program



PROGRAMMING

Programs and activities providing both active and passive recreation to residents are important for the successful future of Lakeland’s Parks and Recreation System. NRPA provides data on programming offered by peer parks and recreation agencies around the United States. Of communities grouped with a similar population (less than 20,000 per agency), over 80% of agencies offer themed special events, team sports, or social recreation events.

PROGRAM	PERCENTAGE OF AGENCIES WHO OFFER	LAKELAND CURRENTLY OFFERING?
Themed special events	83%	Yes
Social recreation events	83%	Yes
Team sports	85%	Yes
Fitness enhancement classes	67%	No
Health and wellness education	67%	No
Individual sports	64%	Yes
Safety Training	62%	No
Racket Sports	60%	Yes
Aquatics	55%	No
Performing arts	40%	No
Visual arts	43%	No
Natural and cultural history	37%	No
Cultural crafts	40%	No
Trips and tours	43%	No
Martial Arts	39%	No
Running/cycling races	41%	No
Golf	22%	No

The following recommendations enhance existing programs and offer additional recreational opportunities to Lakeland citizens.

RECOMMENDATION	GROWTH IDEAS
Add a community center to provide indoor activity space to host a variety of programs	• Fitness classes • Health and wellness education • Safety training • Performing arts • Cultural crafts • Visual arts • Cultural history activities • STEM programs • Aquatics
Expand special events	• Focus on events in the spring, as that is a current gap in service
Add additional sports leagues	• Swim teams • Volleyball • Pickleball
Expand and Improve current athletic leagues	• Continue to develop the Lakeland Sports Complex to provide adequate fields and associated amenities and facilities for team sports
Provide programming targeting under-served age groups	• Currently, teens and adults are an under-served age group

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IMPLEMENTATION MATRIX

FACILITY	PRIORITY	SCOPE	POTENTIAL BUDGET IMPACT	POTENTIAL FUNDING SOURCES
EXISTING PARKS				
City Hall Park	High	- Develop Master Plan for the park - Repair walking path - Update and expand playground - Develop insect/pest control program - Greenway connection to Lakeland Town Square - Extend greenway to Lakeland Athletic Complex	Low	City, RTP Grant, LPRF Grant, Private/Public Partnership, TDOT Grant
			Low	
			Medium	
			Low	
			High	
			High	
	Low	- Upgrade exterior of storage buildings - Pave parking lot along Memphis-Arlington Road - Potential location of 'Lakeland Tennis Center'	Medium	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Medium	
			High	
Cool Springs Park	High	- Install exercise equipment along trail - Provide parking for general public - Develop greenway connection to Lakeland Sports Complex	Low	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Medium	
			High	
	Low	Establish Level 1 arboretum designation from Tennessee Urban Forestry Council	Low	City, Public/Private Partnership, Corporate Sponsorship

*RTP (Recreational Trails Program), LPRF (Local Parks and Recreation Fund), TDOT (Tennessee Department of Transportation)

FACILITY	PRIORITY	SCOPE	POTENTIAL BUDGET IMPACT	POTENTIAL FUNDING SOURCES
EXISTING PARKS				
IH Managerial Park	High	- Upgrade parking in conjunction with New Canada Road construction - Install ADA accessible fishing pier - Greenway connection to Plantation Hills Park and Lakeland Athletic Complex - Relocate maintenance facilities to the Sports Complex - Add additional event amenities such as restrooms, concessions/food truck accommodations	High	City, RTP Grant, LPRF Grant, Private/Public Partnership, TDOT Grant, Corporate Sponsorship
			Medium	
			High	
			High	
			High	
			High	
	Low	- Implement the Master Plan - Enhance aesthetics of existing maintenance facilities - Update picnic areas and other park amenities over time	High	City, LPRF Grant, Private/Public Partnership, Corporate Sponsorship
			Medium	
			Low	
Oak Ridge Park	High	Install accessible route to Seed Tick Road trail	Medium	City, RTP Grant, LPRF Grant
	Low	- Install restroom facility - Install walking trail throughout the undeveloped portion of the park and connect to Oakwood subdivision	High	City, RTP Grant, LPRF Grant
			High	

*RTP (Recreational Trails Program), LPRF (Local Parks and Recreation Fund), TDOT (Tennessee Department of Transportation)

IMPLEMENTATION MATRIX

FACILITY	PRIORITY	SCOPE	POTENTIAL BUDGET IMPACT	POTENTIAL FUNDING SOURCES
EXISTING PARKS				
Plantation Hills Park	High	- Create Master Plan for the park - Install new nature play equipment - Install rules and regulations signage - Install "sky cop" or similar apparatus - Greenway connection to IH Managerial Park - Improve sight-lines though the park for security purposes	Low	City, RTP Grant, LPRF Grant, Private/Public Partnership, Volunteer Group
			Medium	
			Low	
			Low	
			High	
			Low	
	Low	- Install timed gate to access parking area - Enhance interaction with the wetland and add interpretive signage	Medium	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Low	
Windward Slopes Park	High	- Expand tennis courts to four - Add two additional pickleball courts - Install "sky-cop" or similar apparatus - Install parking lot lighting - Sidewalk connection to Canada Road - Install fitness equipment along walking path	High	City, RTP Grant, LPRF Grant, Private/Public Partnership
			High	
			Low	
			Medium	
			High	
			Medium	
	Low	- Walking trail lighting - Enhance interaction with wetland and add interpretive signage	High	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Low	

*RTP (Recreational Trails Program), LPRF (Local Parks and Recreation Fund), TDOT (Tennessee Department of Transportation)

FACILITY	PRIORITY	SCOPE	POTENTIAL BUDGET IMPACT	POTENTIAL FUNDING SOURCES
EXISTING PARKS				
Zadie E. Kuehl Memorial Park	High	- Install pavilion seating - Update park benches - Sidewalk connection to Canada Road - Install restroom facility adjacent to playground	Low	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Low	
			Medium	
	Low	- Expand walking loop to utilize undeveloped portion of the park - Install shaded seating in the dog park areas	High	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Medium	
Lakeland Sports Complex	High	- Greenway connection to IH Managerial Park and Cool Springs Park - Install "sky-cop" or similar apparatus - Install timed gates	High	City, RTP Grant, LPRF Grant, Private/Public Partnership
			Low	
	Low	Complete remaining phases of Master Plan	High	City, RTP Grant, LPRF Grant, Private/Public Partnership

*RTP (Recreational Trails Program), LPRF (Local Parks and Recreation Fund), TDOT (Tennessee Department of Transportation)

IMPLEMENTATION MATRIX

FACILITY	PRIORITY	SCOPE	POTENTIAL BUDGET IMPACT	POTENTIAL FUNDING SOURCES
NEW FACILITIES				
Community Center	High	- Select a community center site and plan for its construction - This will include and aquatics center	High	City, Private/ Public Partnerships
Lakeland Athletic Complex	High	Complete remaining phases of the master plan	High	City, Private/ Public Partnerships, Grants
Community garden	Low	Provide a community garden space with staff support	Low	City, Volunteer Group
Greenways	High	- Develop a greenway master plan to connect parks and key destinations - Phase out the plan and install	High	City, Grants
New Parks	High	Identify and develop parks in under serviced areas	High	City, Private/ Public Partnerships
Racket Sports	High	- A: Expand tennis center at Windward Slopes Park with 2 additional tennis courts and 2 pickleball courts - B: Develop plan for a tennis center at City Hall Park	High	City, Private/ Public Partnerships, Grants
Skate Park	Low	Included in Lakeland Sports Complex Master Plan	Medium	City, Grants
Playgrounds	Low	- Implement both the Lakeland Sports Complex and IH Park Master plans - Identify and develop one additional playground	Medium	City, Grants
Nature Center	Low	Utilize existing assets to create interpretive nature opportunities	Low	City, Private/ Public Partnerships, Grants

SCOPE	POTENTIAL BUDGET IMPACT
STAFFING	
Hire additional maintenance staff to meet the NRPA standard, in conjunction with increased maintenance needs	Medium
Enhance training programs	Low



CONCLUSION

A successful Parks and Recreation system is essential to the quality of life within a community. Parks and Recreation plays a fundamental role in health and wellness, childhood development, and drives economic opportunity. Lakeland is a highly desirable place to live that is continually growing in population. The Lakeland Parks and Recreation system has the potential to be a valuable asset that retains current residents and attracts new residents. The purpose of this Master Plan is to provide a comprehensive understanding of the community's existing assets and provide guidelines for future investments. By developing this plan, the City has recognized the need to make key investments to support existing facilities and increase staffing to remain competitive with peer communities, both locally and across the country. This plan provides recommendations for how and where to focus those investments, which allows the City to strategically expand and improve its parks and recreation system.



LAKE LAND

RECREATION MASTER PLAN

PREPARED FOR:

THE CITY OF LAKE LAND
LAKE LAND, TENNESSEE

APPROVED 5/18/2009

BY Municipal Planning Commission

PREPARED BY:

DALHOFF THOMAS DAWS
MEMPHIS, TENNESSEE

5-18-09

FILE COPY

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I. INTRODUCTION

I. INTRODUCTION

Located just northeast of Memphis, Tennessee, the City of Lakeland is one of the fastest growing cities in Shelby County. With a comparatively low level of development and high level of natural terrain, the City boasts a natural atmosphere that many surrounding communities have lost due to population growth and suburban sprawl. Lakeland places high importance on its natural resources, and has taken measures



to ensure the preservation of the community's character for generations to come. The City has placed an emphasis on city and civic planning and recognizes the ability of parks, lakes, forests, and other natural features to improve the quality of life of its citizens. Included in the efforts taken to enrich the quality

of life is the four-time designation of the City as a Tree City USA, and the consequential national recognition with the Tree City USA Growth Award, given by The Arbor Day Foundation to recognize environmental improvement and encourage higher levels of tree care. The City also promotes preservation by requiring developers to set aside parkland and greenways.

The City of Lakeland's Recreation Master Plan, which focuses on citywide parks and greenways, discusses the findings and recommendations for meeting existing and future park and recreation service needs for the City. The Master Plan identifies and evaluates existing park and recreation areas; assesses the need for additional parkland, open space and specialized facilities; establishes a vision and goals for the Lakeland Parks & Recreation System; and recommends an approach to implementation of these goals to meet the recreational needs of the community.

Citizens of Lakeland have repeatedly ranked natural resource preservation as a top priority in public forums, and the desired result of this Master Plan is to help the City of Lakeland maintain a balance between increased development and the preservation of these natural elements, which define the City for its residents. The Master Plan includes a 10-year facility projection and land need projection, and will serve as a guide and tool for making decisions regarding parklands and open space.



II. PUBLIC INPUT

II. PUBLIC INPUT

CITIZEN FOCUS GROUPS

INTRODUCTION

To aid in the development of the Parks and Recreation Master Plan, the City of Lakeland gathered input through two Citizen Focus Group sessions held at I.H. Managerial Park clubhouse. Members of the Focus Group included residents, City Staff, and Park Advisory Board members. Participants were asked to brainstorm and present their ideas, needs, goals, and concerns for citywide Parks and Recreation in the City of Lakeland. Information gathered from these sessions will serve as the blueprint for the successful development of parks, programs, and activities for the City.

The meeting began with a presentation of the existing park facilities and an explanation of the beginning and subsequent development of the City's Parks Department. Included in this presentation was a history of park creation, land purchases, and program and activity development within Lakeland. The purpose and goals of the public input session were explained,

along with the process the meeting would follow. The citizens were presented with examples of communities that had developed Recreation Master Plans, and the success those communities were experiencing in their parks departments.

PROCESS

Participants were randomly assigned to 5 different groups, with members of the Lakeland Park Advisory Board serving as discussion leaders for the various groups. A single topic was presented to the groups, who were then given 10-15 minutes to discuss. Participants would write their personal opinions of the topic on individual note cards, followed by a period of group discussion. After this interaction, groups would create a 'Top 3' list, which would be displayed for the different groups to compare their opinions.

Discussion topics included:

- Identify the most memorable experiences of successes created by the Lakeland Parks and Recreation Department.
- Identify the key factors for continued success for the Lakeland Parks and Recreation system.
- Identify the benefits that are the most important to you.
- Describe the vision for the Lakeland Parks and Recreation system.
- Identify which type of park Lakeland needs more of.
- Existing and potential challenges for the Lakeland Parks and Recreation system.
- Recreation programs needed by Lakeland Parks and Recreation system.
- Specialized facilities/amenities needed by the Lakeland Parks and Recreation system.
- Strategies to fund the Lakeland Parks and Recreation system.

- Partnerships that would support service for the Lakeland Parks and Recreation system.

(The complete listing of comments received from the Focus Group Members is listed in the appendix section of this Master Plan.)

CITIZEN FOCUS GROUP RESULTS

The results of the group lists were combined to form an overall list for the following topics:

- Descriptors for the Vision for the Lakeland Parks and Recreation system
- Parks needed by the Lakeland Parks And Recreation system
- Types of programs needed
- Specialized facilities/amenities needed

For each of the four topics, group members were asked to rank two items as the most important and two items as the second most important. The results were then analyzed by giving a double

value to the number one ranked items and a single value to number two ranked items. These number values were then added to create an ordered ranking for each topic to show which factors were the most important to the focus group participants.

Example:

Example:

12 - #1 rankings (double value) = 24
15 - #2 rankings (single value) = 15
Total Value = 39

1. Develop a Connected Community

Solve for Entire Community

12 - #1 rankings (double value) = 24
15 - #2 rankings (single value) = 15
Total Value = 39

The following are the results of the Citizen Focus Group Session.

Descriptors for the Vision for the Lakeland Parks and Recreation System:

1. Develop a Connected Community
2. Serve the Entire Community
3. Create an 'Identity' for the City
4. Preserve Natural Environment
5. Health & Well-Being
6. Environmental Stewardship
7. Well-Designed
8. Promote City Pride
9. Sustainable
10. Service Excellence
11. Fun
12. Variety
13. Leader – Local, State, National
14. Economy
15. Play
16. Progressive
17. Citizen Driven
18. Grown & Learn
19. Memorable Experiences
20. Innovative
21. Inclusive

Types of Parks Needed by the Lakeland Parks and Recreation System:

1. Community Center
2. Multi-Use Trails for Walking, Biking, Etc.
3. Large Multi-Use Parks that Serve the Whole Community
4. Parks with Lake, Creek, or Water Frontage
5. Skate Park
6. Spray Park
7. A Park consisting of Primarily Sport Fields

8. Natural Areas
9. Water Sports Facilities
10. Multi-Use Trails
11. Mid-Size Parks that contain active and passive recreational opportunities and serve several neighborhoods.
12. Wildlife Preserves
13. Small Neighborhood Parks
14. Water Park
15. Educational Park
16. Historic Sites

Types of Programs Needed by the Lakeland Parks and Recreation System:

1. Youth Sports
2. Fitness/Wellness Classes
3. Special Events (festivals, concerts in the park)
4. Classes for Life-Long Learning
5. Skateboard Park
6. After School Programs

Specialized Facilities/Amenities Needed by the Lakeland Parks and Recreation System:

1. Indoor Recreation of Community Centers
2. Lighted Sports Fields
3. Water/Spray Park
4. Skateboard Park
5. Trails and Pathways
6. Swimming Pools
7. Reservable Group Picnic Areas

III. THE VISION

III. THE VISION

INTRODUCTION

The goal of the Vision Statement is to illustrate to the citizens of Lakeland the direction the City would like to take when making future discussion on improvements and expansion of the Park Recreation system. To demonstrate the importance of the public's participation in the preparation of the Recreation Master Plan, a Vision Statement was developed incorporating comments from the focus group discussions as key elements of its content.

THE VISION STATEMENT

The Lakeland Parks and Recreation Department envisions providing **well designed**, interconnected parks, trails, recreation facilities, and natural areas that:

- **Connect and serve the entire community** by offering programs and facilities that encourage inclusion and participation.
- Demonstrate **environmental stewardship** of the public

lands and facilities under our care. All facilities will be clean, safe, well maintained, and environmentally friendly. The **natural environment will be preserved** and the best practices in **sustainability** implemented.

- Enhance **health and well-being** through the provision of programming and facilities that encourage staying active, being fit and having **fun**.
- **Promote City pride** and improve the livability of our community by developing a **variety** of parks and facilities that **create an “identity” for our City**.
- Distinguish our system as a **local, state and national leader** in parks and recreation.
- Strengthen our **economy** and reinforces our commitment to **service excellence**.

IV. INVENTORY

IV. INVENTORY

EXISTING CITY OWNED DEVELOPMENTS

INTRODUCTION

A field survey of the City's existing parks and recreation facilities was conducted in July of 2008. After the field survey, a table was created to inventory the City of Lakeland City-Owned Recreation Facilities (Table 1, Below).

In total, the City of Lakeland features six public recreation facilities, totaling just over 100 acres of land. The location of each facility is shown in Exhibit I: Existing City-Owned Parks (Page 14). A profile of each facility is included on the following pages.

TABLE 1: 2009 EXISTING FACILITY/ACTIVITY INVENTORY (CITY OWNED PARKS)								
ACTIVITIES	UNITS	CITY BALL	I-11 PARK	OAK RIDGE	PLANT HILLS	WIN. SLOPES	ZADIE E. KUEHL	COOL SPRINGS
Baseball	Fields	1						
Softball	Fields							
Basketball	Goals							
Bicycling	Miles							
Mountain Biking	Miles		3					
Football	Fields							
Soccer	Fields							
Walking/ Jogging Trails	Miles	0.2	2.8	0.4		0.4	0.2	1.2
Natural Areas	Acres		60	★	0.5	0.3		★
Open Space	Acres	3		3.3		1.23	0.01	
Lake	Acres		5	0.83				
Picnic Sites	Tables	14	22	1	4		★	
Group Shelter/ Pavilion	Each	1	1	1		1	1	
Playground/ Tot Lot	2,500 S.F. Playground	1 (5,000 S.F.)			★	1	1	
Tennis	Courts					2		
Swimming Pools	Pools							

CITY HALL PARK

This 4-acre park is located next to Lakeland City Hall on Highway 70 and contains a pavilion with picnic tables, grills, restrooms, drinking fountains, paved parking, a paved jogging trail, and a playground area. Almost 3 of the park's 4 acres are devoted to open space, including a large area for soccer and an open area with a backstop. The 1/5 mile jogging trail winds through the perimeter of the park, mainly staying under the shade of the tree line. The playground area contains ~~two~~ play structures and ~~two sets of~~ swing sets.



I. H. MANAGERIAL

Once owned by the employees of International Harvester, this 65-acre tract of land located on Canada Road is now Lakeland's largest city park. The park features a 5-acre lake, rolling hills, jogging, biking, and hiking trails through wooded areas, picnicking, a pavilion, and portable restrooms. One of the main facilities at I.H. Park is the I.H. Clubhouse. This facility has recently been turned over to the City of Lakeland for management and programming.

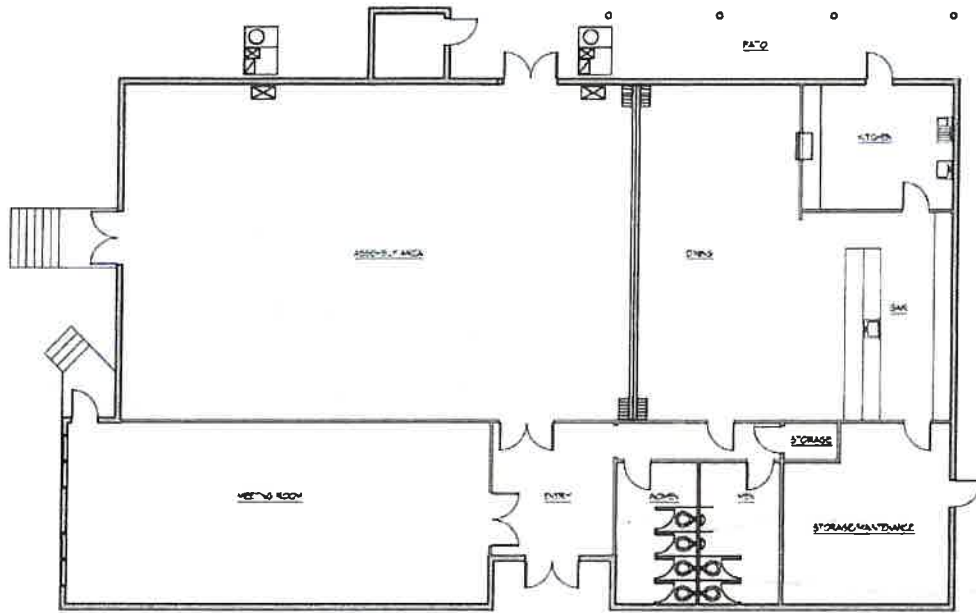


The I.H. Clubhouse is approximately 5,500 square feet. The building contains:

1. Large Assembly Room (2,900 s.f.)
2. Kitchen (180 s.f.)
3. Open Bar (240 s.f.)
4. Restrooms
5. Entry Lobby
6. Storage/Utility Area
7. A Private Meeting Room (not accessible to the public)

The General appearance of the building is good. The building is composed of steel joists and column construction and appears to be a Type IV construction, non-sprinklered building. The roof appears to be in adequate shape, but the interior finishes are extremely out-dated. The public restroom may be adequate for assembly occupancy, but further investigation is needed. Entries appear to be ADA accessible with minor upgrades.





1 EXISTING FLOOR PLAN
SCALE 1/8"=1'-0"



OAK RIDGE PARK

Accessed through the Heron's Ridge subdivision, this 15-acre park is a combination of parkland dedicated by the Heron's Ridge and Oakwood subdivisions. Current improvements include a gazebo, ~~a wooded walking path connecting the neighborhoods and the nearby school,~~ and parking. Oak Ridge Park's future improvements include playground equipment and trails (not yet scheduled). This park also marks the beginning of what will become the City's greenways system. ^



PLANTATION HILLS

This small 3-acre neighborhood park contains land federally designated as wetland. The park has ~~playground equipment~~ and picnic tables and can be accessed either through a drive off of Hadley Road or a trail off of Bluebird Hill Cove.



WINDWARD SLOPES

The newest addition to the Lakeland Parks System, Windward Slopes is an 11-acre park located on Beverle Rivera Drive. The park includes a 1/3 mile walking trail, parking, a playground with misters, a pavilion, two tennis courts, a ball wall, open space, and restrooms. There are also existing wetlands, which have been preserved. Future improvements include a boardwalk and observation deck in the wetlands area.



ZADIE E. KUEHL MEMORIAL PARK

This 3-acre neighborhood park is located on Yukon Drive in the Canada Woods subdivision. The park offers a playground, 1/5 mile jogging trail, pavilion with picnic tables, grills, and a drinking fountain. The park also has been certified by the Tennessee Urban Forestry Council and the Tennessee Federation of Garden Clubs as a Level 1 Tennessee Certified Arboretum with a minimum of 30 different trees identified and labeled.



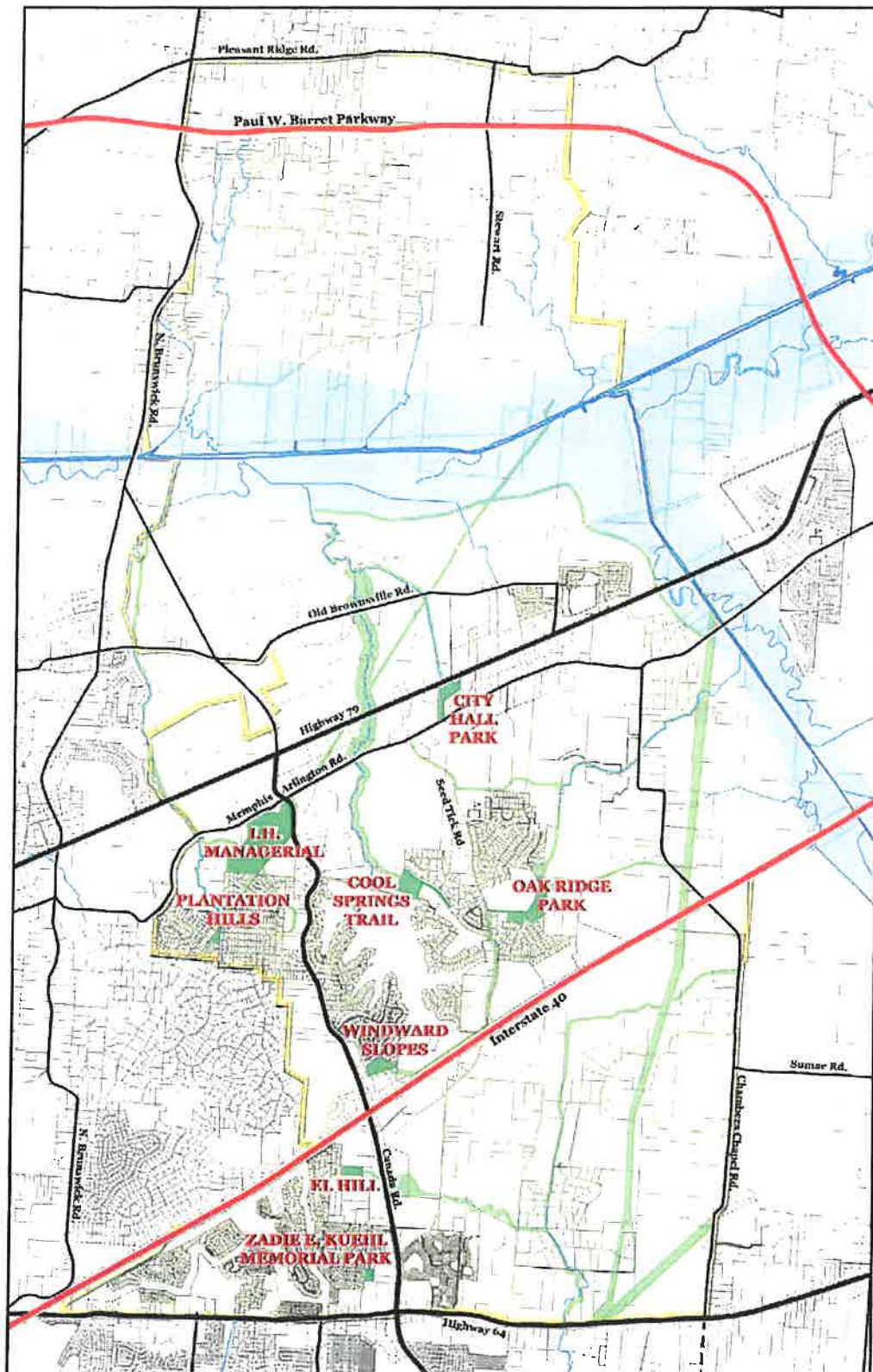
COOL SPRINGS TRAIL

Located in Cool Springs Neighborhood off of Seed Tick Road, this 1.2 mile trail winds alongside a residential road and into a wooded area with wildflowers planted on one side.



EXHIBIT I:

EXISTING CITY-OWNED PARKS



V. EXISTING & FUTURE RECREATION LAND USES

V. EXISTING & FUTURE RECREATION LAND USES

INTRODUCTION

Many different variables influence park and recreation needs, causing quantifying those needs to be a difficult task. Participation patterns and community values vary greatly from one city to another. A problem that arises with determining need is that there is a danger in overstating demand, leading to underutilization of facilities, or conversely the underestimating of needs, resulting in overused facilities and a general lack of parkland and open space. Some approaches to estimating needs include the use of national standards, measurement of participation levels, input from public meetings, and goal setting, all of which were used in this Master Plan.

DEFINITIONS OF PARK TYPES

The classification of park types can aid both in planning and design decisions and in land acquisition. Park classifications are typically determined by characteristics such as size, service area, typical facilities offered, and distribution within the community. Standards and guidelines drawn from The National Recreation and Park Association (NRPA) and the Urban Land Institute (ULI) were used to determine the following park type classifications and descriptions.

MINI PARK

The Mini Park is the smallest park classification, usually comprising only one acre or less* of land. It should be considered an alternative when providing a typical neighborhood park is impractical or when open space is limited, such as in a densely populated urban neighborhood. When located in residential areas, mini parks can include tot lots and playground areas, picnic tables, and benches. When located in urban or commercial environments,

mini parks are often used for more passive purposes, such as plazas, venues for public art, or memorials. Elements of the mini park should meet the needs of the immediate neighboring uses, whether commercial or residential. The service area is usually a ¼ mile or less. *

NEIGHBORHOOD PARK

Neighborhood parks serve the specific needs of the surrounding neighborhood and are typically the recreational focus of these neighborhoods, providing activities for families within walking distance of their home. These parks tend to be 5 to 10 acres* in size, depending on facilities provided. Common facilities include play structures, picnic areas, shelters, sports courts or lawns, pavilions, tennis courts, and volleyball courts, as well as elements often included in mini parks. Many neighborhood parks also often provide public restrooms. Playgrounds, trails and useable open spaces are among the most important elements commonly provided.

* National Recreation and Parks Association Standards

The typical service area for a neighborhood park is a half-mile radius*, and they are typically connected to residential areas through trails, sidewalks, bikeways, and greenways. The general standard for determining demand for Neighborhood Park land is .25 acres per every 100 people. * A centrally located, highly visible site for the park is desirable to promote use, stewardship, and safety. Parking is optional, but not usually necessary, and can lead to problems with overuse, noise, and street congestion.

COMMUNITY PARK

Community parks serve a broader range of citizens and provide for more uses and facilities than do neighborhood or mini parks. The focus is to meet recreational needs of the greater community, as well as preserve some of the area's natural resources. These parks tend to be larger than 15 acres, and are typically between 30 and 50 acres* in size. When designating land for Community Parks, the standard to

use is .25 acres per 100 people. * In a small town, the service range of these parks can reach a significant amount of the city's population. Due to the larger size of these parks, they should strive to meet both the active and passive needs of the community, incorporating many varied uses. Community parks typically include play areas, sport fields, equipment and maintenance storage areas, picnicking facilities such as tables, grills and shelters, and public restrooms. These parks can also include concession stands, other sports facilities such as tennis or BMX, community centers, amphitheaters, and large community pools. Community parks are also often a great setting for nature trails and general natural open space areas.

Connection of community parks to the surrounding area is very important, and whenever possible jogging trails and walking paths within the park should connect to a greater greenway system. Community parks usually serve an area within a half to 3-mile radius*, and citizens should be able to drive, bike,

* National Recreation and Parks Association Standards

or walk from nearby neighborhoods, schools, or other civic areas. Therefore, it is important to have good public access from streets, greenways, sidewalks, and bike lanes.

REGIONAL PARK

Regional parks address a broader base of recreational needs in addition to those covered by smaller parks. These parks are large, covering 100 to 200 acres or more, and draw visitors from longer distances with activities such as boating, hiking, camping, fishing, golfing, and competitive sports. The increased size allows development of both passive and active recreation at a large scale, and sizeable areas of undeveloped land with natural vegetation and water features should be included. Establishment of these parks often requires a partnership between the city, landowners and neighboring jurisdictions, and can necessitate substantial funding sources. Public input and good coordination between landowners and city officials are also crucial to the success of the park. A regional park would reach beyond the

limits of the City of Lakeland and serve many of the surrounding communities as well. Most regional parks are provided by large municipalities or are state and federally owned.

ATHLETIC COMPLEX

Athletic complexes seek to concentrate sports fields onto fewer sites within the community. The centralization of athletic fields of common uses encourages tournament play, which can serve to boost the local economy. These parks often incorporate heavily programmed facilities for sport and league play such as softball, baseball and soccer. Good planning is essential to the success of these parks, ensuring proper traffic circulation, adequate parking, and buffering and mitigation of noise and lighting from the complex to neighboring uses. The development of athletic complexes allows the community to focus the heavier maintenance responsibility to one location and at the same time allow their community park system to develop in a more passive nature.

SPECIAL USE PARK

Special use parks serve a wide variety of functions and therefore can be a varying range of sizes. Examples of special use parks include parks devoted to a particular sport or other recreational activity, festival sites, water parks, performing art venues, nature parks or wildlife refuges, farmers' markets, dog parks, BMX parks, skate parks, and many other uses. These can be established to create revenue for the city or simply to fill a need for a specific recreational activity. Many special use parks like farmers' markets and performing arts venues can stand alone, while others such as water parks or skate parks are easily incorporated into community parks.

GREENWAY

Greenways are interconnected swaths of land set aside for recreational use or the preservation of natural resources such as forests, wetlands, rivers and streams, and wildlife habitats. They often include the land around these natural features to ensure a buffer between the resource and

adjacent uses. Greenways can function as a linear park connecting two points and providing connectivity between parks, neighborhoods, schools, and other points of interest. Greenways can include land that is ecologically, historically, or culturally significant, and often work well in conjunction with an interpretive educational system. These lands serve both to preserve land and create a great opportunity for passive recreation. The development of interpretive facilities, environmental centers, and nature trails is a great way to involve and educate the community and increase use. The incorporation of greenways in the overall park master plan for a city can serve to wrap the community with green space, creating both aesthetic and natural value.

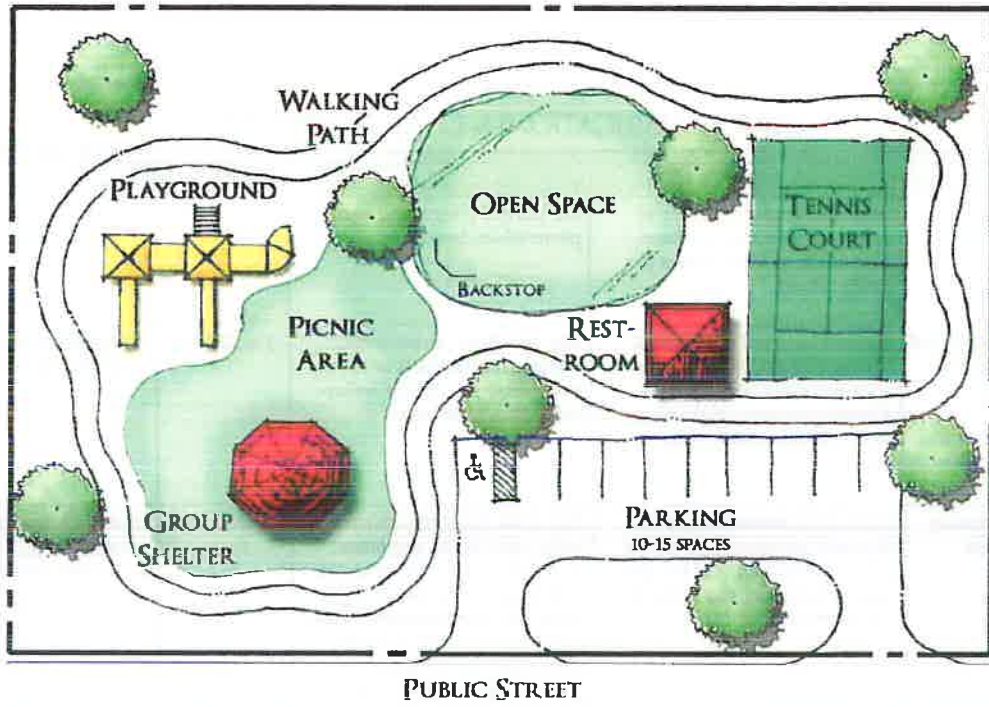
The City of Lakeland has attained and upheld "Tree City USA" recognition for four years, and received the Tree City USA Growth Award from The Arbor Day Foundation in recognition of environmental improvement and higher

levels of tree care. The City's Tree Board plays an essential role in the stewardship and preservation of important trees and forests within the community and its greenways.

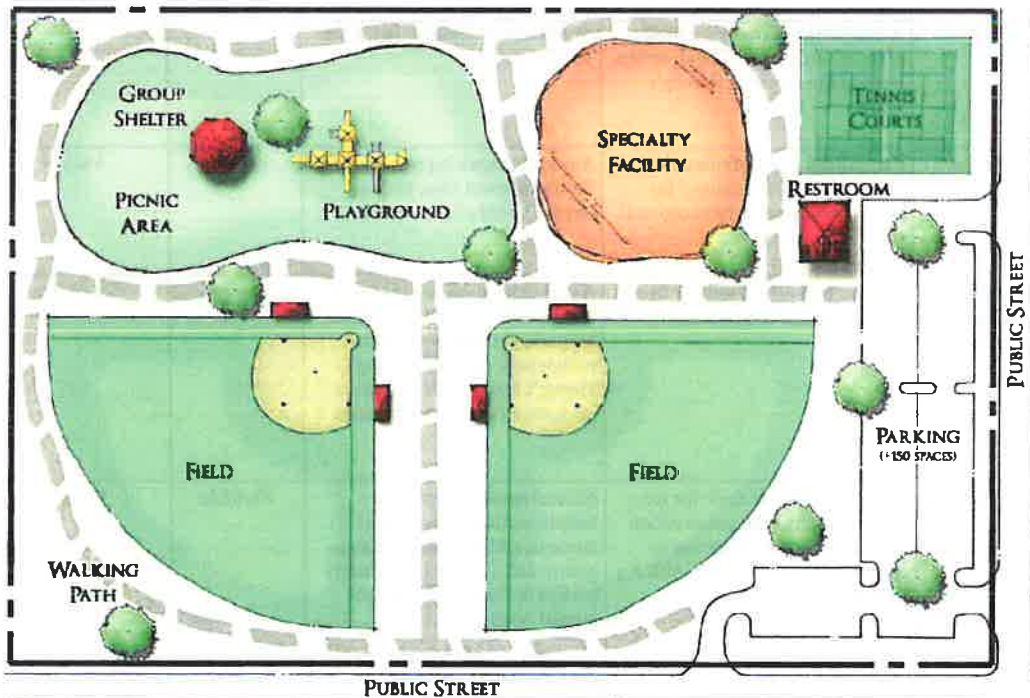
TABLE 1: PARK CLASSIFICATIONS & CHARACTERISTICS				
PARK TYPE	CHARACTERISTICS	FEATURES	TYP. SIZE	SERVICE AREA
Mini Park	Small public spaces in special or limited sites; can be plazas, memorials, gardens, places for public art, etc.	Tot lots and playground areas, picnic tables, benches	1 Acre or less	Less than 1/4-mile radius
Neighbor-hood Park	Focused on needs of surrounding neighborhood; often includes open space and trails; is recreational centerpiece to development; offers activities close to home	Play structures, picnic areas, shelters, sports courts or lawns, pavilions, tennis courts, volleyball courts, restrooms	5 to 10 Acres	A neighborhood; 1/4 to 1/2-mile radius
Community Park	Focused on recreational needs of greater community as well as preservation of some of the area's natural resources; can serve entire city or area of city	Play areas, trails and walking paths, sport fields, equipment and maintenance storage areas, picnicking facilities such as tables, grills and shelters, public restrooms, concession stands, other sports facilities such as tennis or BMX, community centers, amphitheaters, large community pools	30 to 50 Acres	2 or more neighborhoods; 1/2 to 3-mile radius
Regional Park	Allows development of both passive and active recreation at a large scale; allows for sizeable areas of undeveloped land; serves beyond the extent of the city's limits	Boating, hiking, camping, fishing, golfing, competitive sports, in addition to features listed for smaller parks	100-200 Acres	Several communities; 1 hour driving time
Athletic Complex	Centralized fields of common uses; heavily programmed facilities; often operates at regional scale	Any sport requiring several fields for tournament play, such as baseball, softball, and soccer	Variable	Variable
Special Use Park	Created to meet a specific recreational need of the community	A particular sport or other recreational activity, festival site, water park, performing art venue, nature park or wildlife refuge, farmer's market, BMX or skate park, many other possible uses	Variable	Variable
Greenway	Swaths of land set aside for recreational use or the preservation of natural resources; serves to connect points of interest within a park system	Natural resources such as forests, wetlands, rivers and streams, and wildlife habitats; nature and walking trails; interpretive facilities and environmental centers	Variable	Variable

Source: National Recreation and Parks Association Standards

CONCEPTUAL SITE PLANS

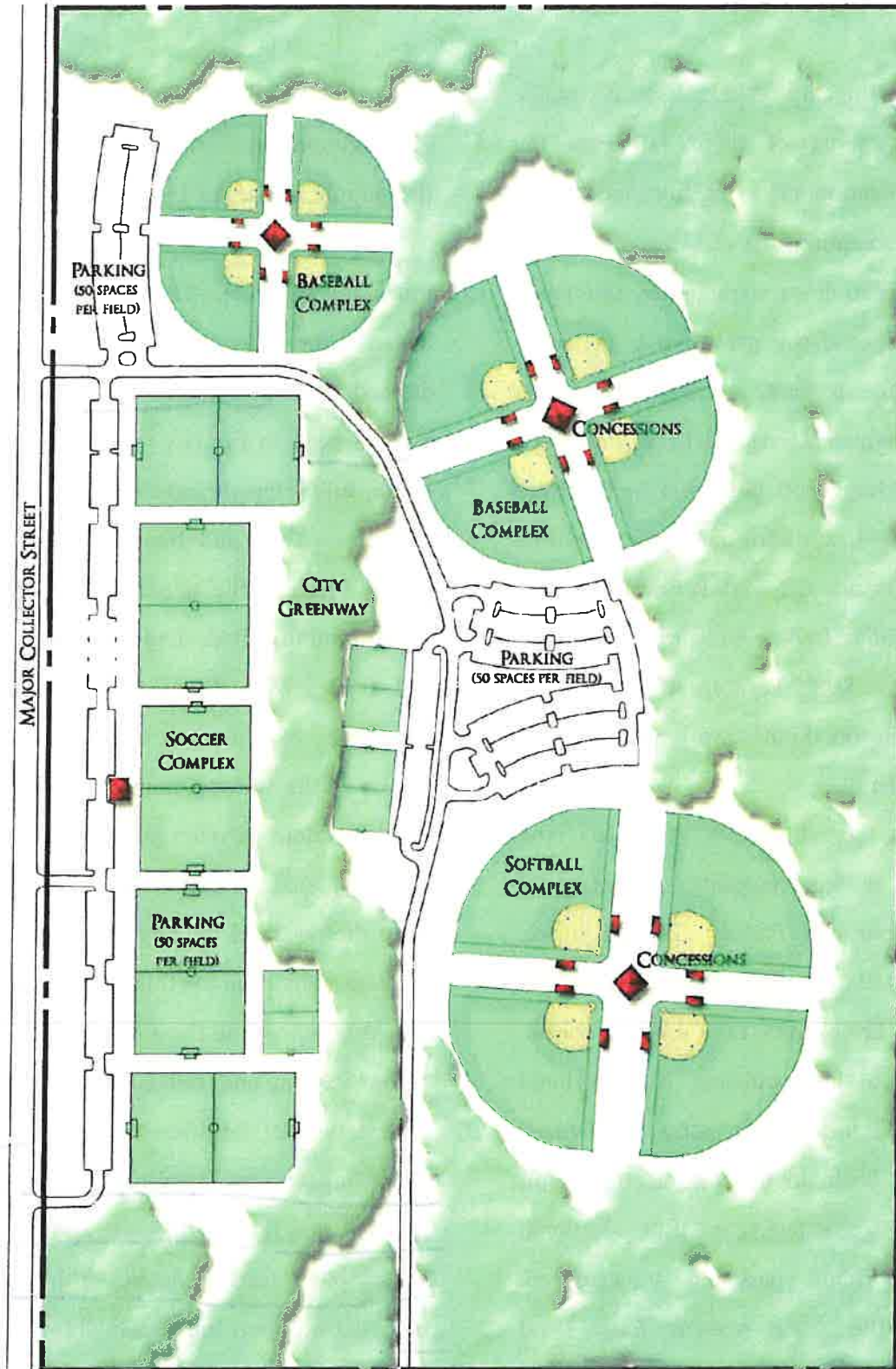


NEIGHBORHOOD PARK
5-10 ACRES



COMMUNITY PARK
30-50 ACRES

CONCEPTUAL SITE PLANS



ATHLETIC COMPLEX

CLASSIFICATION OF LAKELAND'S EXISTING CITY PARKS

Of the City of Lakeland's six public parks, most of them fall into the classification of a neighborhood park. The exceptions to this are I.H. Park, which has been classified by this study as a special use park that is primarily a nature reserve, and Plantation Hills Park, which is too small to be considered a neighborhood park and is therefore classified as a mini park with a ¼-mile service area. City Hall Park, El Hill Park, Oak Ridge Park, Windward Slopes, and Zadie E. Kuehl Park are all classified as neighborhood parks, with a service area of a ½-mile.

As stated above, the Lakeland Park System consists primarily of Neighborhood Parks. This is clearly indicated in the Land Demand and Land Need Projections in Tables 5 and 6. Lakeland has sufficient Neighborhood Park Land through 2009. However, it will begin to have a negative result over the next five years, if no additional neighborhood parkland is acquired. With the city's present Park Land

Dedication Regulation, future acquisition of Neighborhood Park Land to sustain this supply should not be a problem.

The Community Park Land needs are much the opposite. The city presently does not have any property that can be defined as a Community Park, leaving a large need in the city's park system. Again, this is clearly indicated in Tables 5 and 6. The Land Need Projections (Table 6) show the need for 32 acres of Community Park Land at present and a need over the next 10 years of 52 acres. As stated in the definition section of the study, a Community Park should contain between 30 to 50 acres. Basically, one Community Park will serve the needs of the city for the next 10 years. The need for this type of park was also echoed at the Citizens Focus Group Session and ranked among the highest type of facilities needed. The size of this park could exceed 50 acres, if the city decided to incorporate all of the City's athletic field needs all within one park. Based upon the results shown in

the Facility Need Projections (Table 9), one Community Park incorporating the Athletic Field needs could easily need to be more in the 75 to 100-acre range, depending upon the land configuration and restraints.

The city's Existing Park and Proposed Park Service Areas have been indicated in Exhibit III. The locations of the proposed neighborhood parks were originally identified in the Comprehensive Land Use Plan Update and were re-examined and found to be favorably located. The proposed Neighborhood Park service areas are shown at 1/2-mile radius.

Two possible Community Park locations are indicated with one in the southeastern portion of the city and the other in the middle-eastern portion of the city. Even though one Community Park can serve the city's needs for the next 10 years, two smaller parks may be desirable, one on either side of the interstate. These locations form a triangular serves area coverage using IH Managerial Park as part of the Community Park system. The

passive facilities at IH Managerial Park do serve the city need for a Community Park facility. The Community Park on the north side of the interstate could be combined with an athletic complex facility. [An athletic complex is recommended in this general area for several major reasons. The location is in close proximity to the interstate and a future interchange, and is in a location that will be as conducive as possible to the city's dark sky regulations.]

EXHIBIT II:

EXISTING CITY-OWNED PARKS SERVICE AREAS

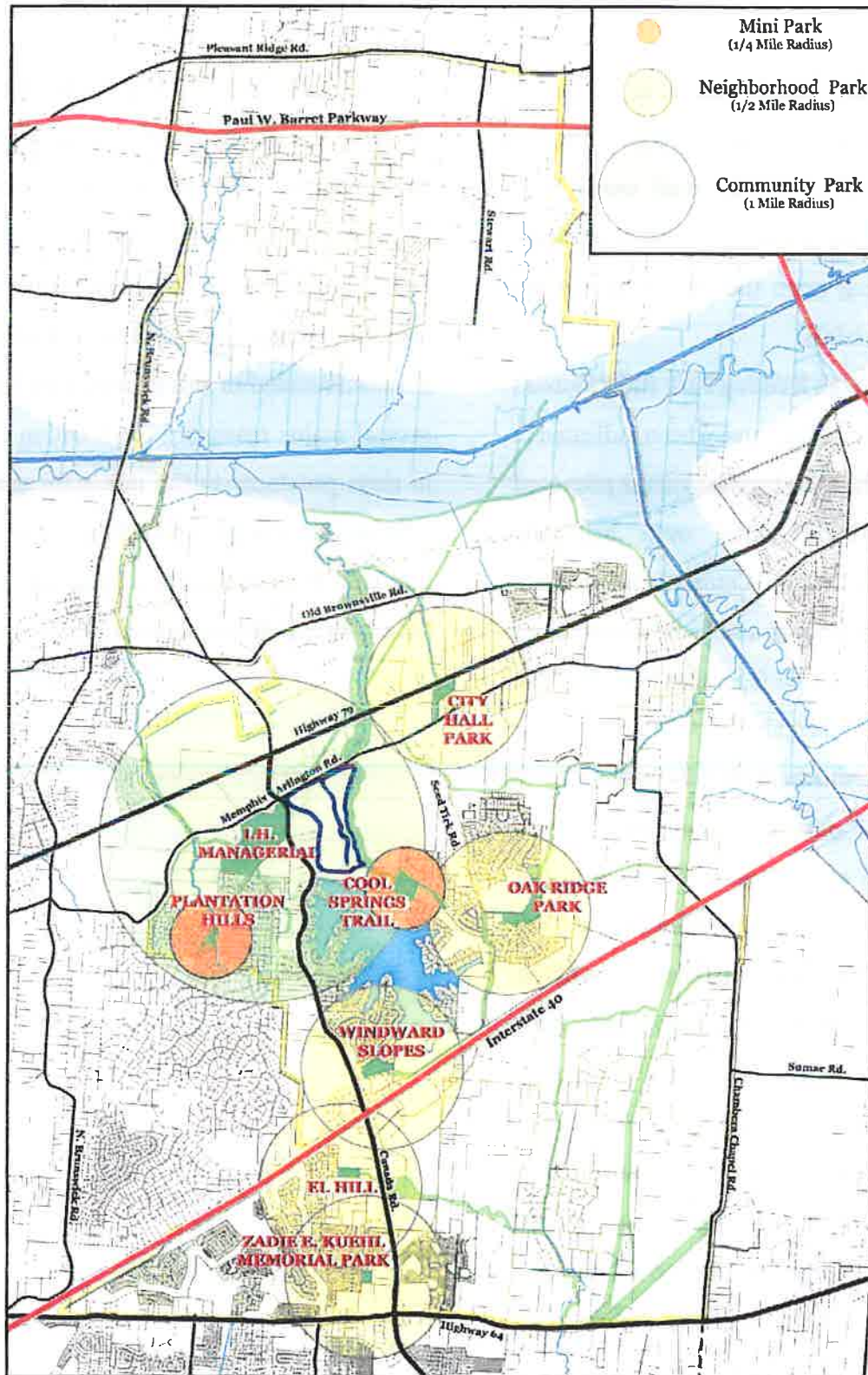
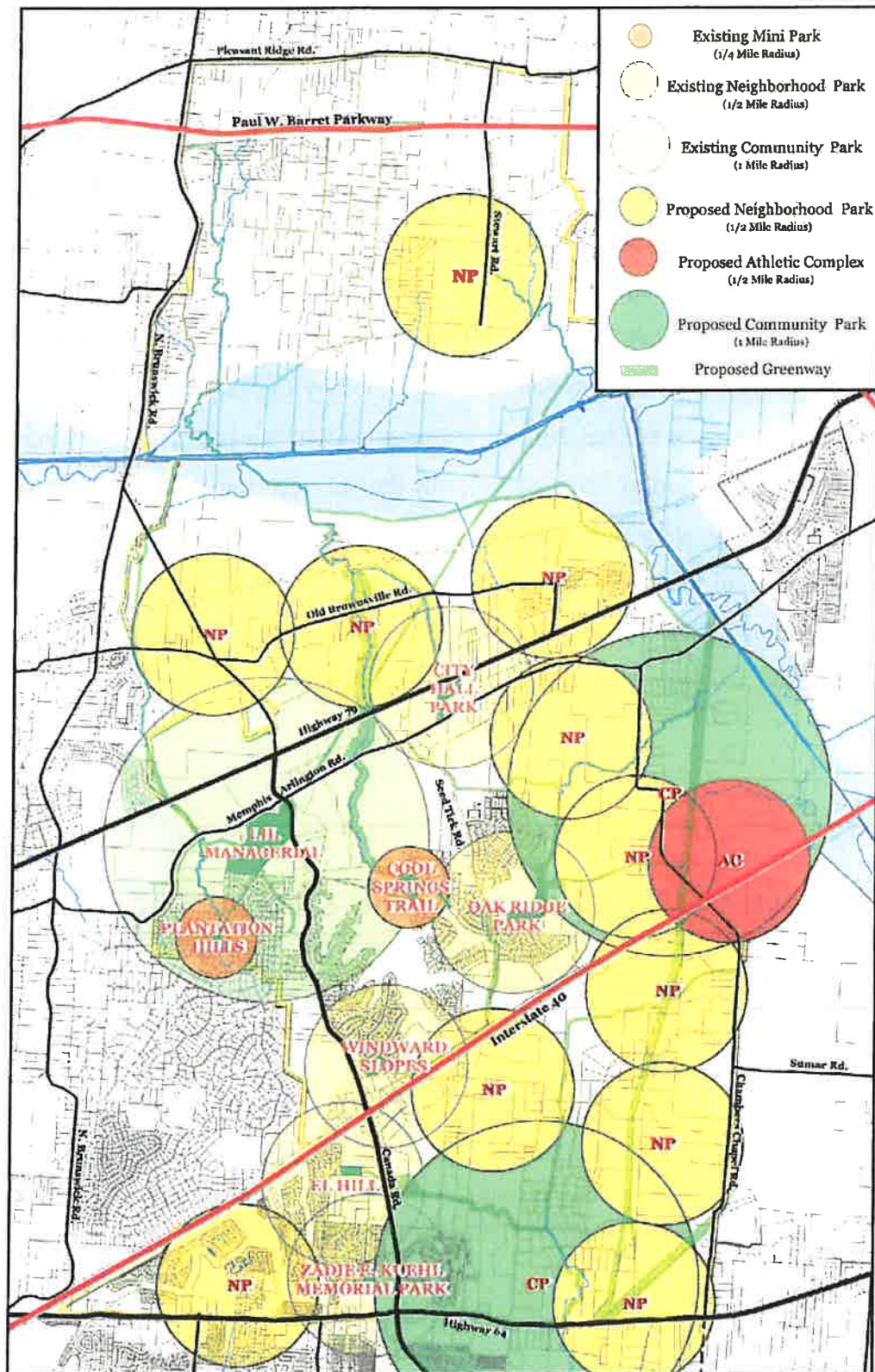


EXHIBIT III:

EXISTING AND PROPOSED CITY-OWNED PARKS SERVICE AREAS



POPULATION PROJECTIONS

The City of Lakeland provided population projections made by Dugan Design Group in 2005 while preparing an update of the City's Comprehensive Plan. The Dugan Design Group projected a population change of 9.08% between 2009 and 2010 and 27.62% from 2010 to 2015 and 2015 to 2020. These percentages of change were then used with the most current available data to determine the estimated 2009 population and new 5 and 10-year population

projections. The percentage of change in a year was doubled to 18.17% to estimate the two-year change from 2007 to 2009. The base data for the projections was gathered from the 2007 Special Census, provided by the City of Lakeland. It is assumed that this has or will be verified by the TN Department of Economic and Community Development.

The results of the population projections are as follows:

TABLE 3: LAKELAND POPULATION ESTIMATES & PROJECTIONS			
YEAR	TYPE	POPULATION	% CHANGE
2007	Census	10,848	-
2009	Estimated	12,819	18.17%
2014	Projected	16,360	27.62%
2019	Projected	20,880	27.62%

Sources: U.S. Bureau of the Census, Tennessee Department of Economic and Community Development, City of Lakeland Planning Department, Dugan Design Group, Lakeland Comprehensive Plan Update, 2006.

TABLE 4: LAKELAND LAND STANDARDS		
PARK TYPE	UNIT	STANDARD
Neighborhood Park	Acre	.25 per 100 *
Community Park	Acre	.25 per 100 *

* National Recreation and Park Association

TABLE 5: LAKELAND LAND DEMANDS				
PARK TYPE	PROJECTION YEAR	POPULATION	STANDARD	DEMAND (IN ACRES)
Neighborhood Park	2009	12,819	.25 acres per 100	32
	2014	16,360		41
	2019	20,880		52
Community Park	2009	12,819	.25 acres per 100	32
	2014	16,360		41
	2019	20,880		52

TABLE 6: LAKELAND LAND NEED PROJECTIONS				
PARK TYPE	PROJECTION YEAR	SUPPLY	DEMAND	RESULTANT
Neighborhood Park (.25 AC. per 100 people) *	2009	33	32	1
	2014		41	-8
	2019		52	-19
Community Park (.25 AC. per 100 people) *	2009	0	32	-32
	2014		41	-41
	2019		52	-52

* National Recreation and Park Association

LAND ACQUISITION

Information gathered from the Memphis Area Association of Realtors and other local realtors was used to determine estimated cost of raw land per acre. While prices vary greatly depending on many factors such as location, availability of utilities, floodplain issues, etc., the average cost

of raw land in Lakeland was determined to be around \$20,000 per acre. It should be noted, however, that the time in which this study was written was not normal economic conditions. The figures in Table 10 represent actual listings on the market at the time of the study, which indicate an average listing of \$36,000 per acre.

TABLE 10: LAKELAND 2008 COST OF RAW LAND			
LISTING	SIZE	TOTAL COST	COST PER ACRE
1	43.18 Acres	\$1,000,000	\$23,159
2	21 Acres	\$550,000	\$26,190
3	13.18 Acres	\$350,000	\$26,555
4	16.33 Acres	\$759,000	\$46,479
5	26.49 Acres	\$1,600,000	\$60,400
Source: Memphis Area Association of Realtors		AVERAGE	\$36,557

VI. DEMAND & NEED FOR RECREATIONAL FACILITIES

VI. DEMAND & NEED FOR RECREATIONAL FACILITIES

TRENDS IN RECREATION

There has been a large shift in the level of health and fitness of the American public over the last 30 years. Obesity rates have doubled since 1980 and the majority of Americans do not get enough physical activity to provide health benefits. Parks and greenway systems have a real and tangible opportunity to counter this epidemic. An activity as simple as walking is actually one of the best forms of exercise, but factors such as lack of availability and access, inconvenience, safety concerns, and low attractiveness keep people from getting out and being active. Trails and access to places to be active are significantly related to community physical activity levels. Many characteristics and design standards of a community can encourage physical activity. Cities should promote easy access to bike and walking paths, conveniently locate recreational facilities, provide destinations within walking distance, and ensure that open space is attractive and appealing. And overall “walkability” of the community

should be a focus, providing ample well-lit trails that connect neighborhoods, points of interest, and parks. Many communities have installed outdoor fitness equipment in their community parks. The equipment can accommodate all age groups and can be grouped together or placed along an exercise trail. A good parks and greenway system can promote the desired behavior and make it harder to be sedentary.

FACILITY DEVELOPMENT STANDARDS

To establish the demand for facilities for the City of Lakeland, this Master Plan utilized the Population Ratio Method along with standards specific to the City. This is a simple but effective method, which stresses the direct connection of recreation demands to population. One of the best-known and most widely used methods, the Population Ratio Method is

also attractive because of its flexibility and ease of update. By evaluating national standards, local standards from other adjacent communities, and reviewing local attitudes and actual participation by residents, facility development standards were determined for Lakeland (Table 7, Below). The resulting projections will aide in future recreational planning decisions for the City.

TABLE 7: LAKELAND FACILITY STANDARDS		
FACILITY	UNIT	STANDARD
Baseball	Field	1 per 2,500
Softball	Field	1 per 2,500
Basketball	Court	1 per 5,000
Soccer	Field	1 per 3,000
Golf Course	Course	1 per 25,000
Tennis	Court	1 per 2,500
Football	Field	1 per 5,000
Walking/ Jogging Path	Mile	1 per 1,000
Bicycling	Mile	1 per 1,000
Open Space	Acre	1 per 1,000
Playground (2,500 S.F. min.)	Each	1 per 5,000
Pavilion/ Shelter	Each	1 per 5,000
Picnic Tables	Each	1 per 1,000
Swimming Pool	Each	1 per 20,000

DEMAND PROJECTIONS

By applying current and projected population to the facility development standards established for Lakeland, current and projected demand for each facility can be established (See Table 8). The following is an example of how demand is calculated:

Activity: Tennis

Unit: Court

Standard: 1 court per every 2,500 people

Projected Population of Lakeland: 12,819

Facility Demand =

12,819 People x (1 Court/2,500 People)

= 5.1 Courts

Since it is unrealistic to build a partial facility, the figure of 5.1 courts is rounded down to 5 courts.

SPECIAL NOTES

1. Bicycling refers to cycling on paved trails. Dirt trails, such as those at I.H. Park, are not included in this total. Mountain biking refers to cycling on unpaved trails.
2. Even though the City of Lakeland has limited use of some privately owned basketball courts, the supply is figured at zero because they are not city-owned and use could be discontinued at any time.

TABLE 8: LAKELAND FACILITY DEMANDS				
FACILITY	PROJECTION YEAR	POPULATION	STANDARD	DEMAND
Baseball (Unit: Field)	2009	12,819	1 per 2,500	5
	2014	16,360		7
	2019	20,880		8
Softball (Unit: Field)	2009	12,819	1 per 2,500	5
	2014	16,360		7
	2019	20,880		8
Basketball (Unit: Court)	2009	12,819	1 per 5,000	3
	2014	16,360		3
	2019	20,880		4
Soccer (Unit: Field)	2009	12,819	1 per 3,000	4
	2014	16,360		5
	2019	20,880		7
Golf Course (Unit: Course)	2009	12,819	1 per 25,000	1
	2014	16,360		1
	2019	20,880		1
Tennis (Unit: Court)	2009	12,819	1 per 2,500	5
	2014	16,360		7
	2019	20,880		8
Football (Unit: Field)	2009	12,819	1 per 5,000	3
	2014	16,360		3
	2019	20,880		4

TABLE 8:
LAKELAND FACILITY DEMANDS

FACILITY	PROJECTION YEAR	POPULATION	STANDARD	DEMAND
Walking/Jogging Path (Unit: Mile)	2009	12,819	1 per 1,000	13
	2014	16,360		16
	2019	20,880		21
Bicycling (Unit: Mile) (not including I.H. Park)	2009	12,819	1 per 1,000	13
	2014	16,360		16
	2019	20,880		21
Mountain Biking (Unit: Mile)	2009	12,819	1 per 1,000	13
	2014	16,360		16
	2019	20,880		21
Open Space (Unit: Acre)	2009	12,819	1 per 1,000	13
	2014	16,360		16
	2019	20,880		21
Playground (Unit: Each - 2,500 S.F. min.)	2009	12,819	1 per 5,000	3
	2014	16,360		3
	2019	20,880		4
Pavilion/Shelter (Unit: Each)	2009	12,819	1 per 5,000	3
	2014	16,360		3
	2019	20,880		4
Picnic Tables (Unit: Each)	2009	12,819	1 per 1,000	13
	2014	16,360		16
	2019	20,880		21
Swimming Pool (Unit: Each)	2009	12,819	1 per 20,000	1
	2014	16,360		1
	2019	20,880		1

NEED PROJECTIONS

By utilizing the amount of demand calculated for each type of facility, the actual need can now be determined. These figures are shown in Table 9, where the present number of facilities is related to the demand, resulting in either a negative number of facilities (indicating a future need) or a positive number (indicating an adequate availability of facilities). This is calculated for each activity and for every projection year, making it possible to plan for the development of future facilities before the need becomes critical.

In reviewing the need resultants, it must be remembered that these figures are cumulative and do not reflect the acquisition of facilities in preceding years. As new facilities are added to the existing system, future needs will decrease, and the numbers should be adjusted accordingly.

TABLE 9: LAKELAND FACILITY NEED PROJECTIONS				
FACILITY	PROJECTION YEAR	SUPPLY	DEMAND	RESULTANT
Baseball (Unit: Field)	2009	0	5	-5
	2014		7	-7
	2019		8	-8
Softball (Unit: Field)	2009	0	5	-5
	2014		7	-7
	2019		8	-8
Basketball (Unit: Court)	2009	0	3	-3
	2014		3	-3
	2019		4	-4
Soccer (Unit: Field)	2009	0	3	-3
	2014		3	-3
	2019		4	-4
Golf Course (Unit: Course)	2009	0	1	-1
	2014		1	-1
	2019		1	-1
Tennis (Unit: Court)	2009	2	5	-3
	2014		7	-5
	2019		8	-6
Football (Unit: Field)	2009	0	3	-3
	2014		3	-3
	2019		4	-4

TABLE 9: LAKELAND FACILITY NEED PROJECTIONS				
FACILITY	PROJECTION YEAR	SUPPLY	DEMAND	RESULTANT
Walking/Jogging Path (Unit: Mile)	2009	5.2	13	-8
	2014		16	-11
	2019		21	-16
Bicycling (Unit: Mile) (not including I.H. Park)	2009	0	13	-13
	2014		16	-16
	2019		21	-21
Mountain Biking (Unit: Mile)	2009	3	13	-10
	2014		16	-13
	2019		21	-18
Open Space (Unit: Acre)	2009	7.6	13	-5
	2014		16	-9
	2019		21	-13
Playground (Unit: Each - 2,500 S.F. min.)	2009	4	3	1
	2014		3	1
	2019		4	-0
Pavilion/Shelter (Unit: Each)	2009	5	3	2
	2014		3	2
	2019		4	1
Picnic Tables (Unit: Each)	2009	51	13	38
	2014		16	35
	2019		21	30
Swimming Pool (Unit: Each)	2009	0	1	-1
	2014		1	-1
	2019		1	-1

VII. RECOMMENDATIONS & IMPLEMENTATION

VII. RECOMMENDATIONS & IMPLEMENTATION

RECOMMENDATIONS FOR EXISTING PARKS

The following are recommendations for park improvements for the existing city-owned parks in the City of Lakeland.

CITY HALL PARK

1. Move soccer fields to an athletic complex or Community Park Facility.
2. Develop a Master Plan to consider the following:
 - a. ~~Address the connection between existing municipal land, parkland, and newly acquired adjacent property.~~
 - b. Reassess program for the park, considering the needs for a municipal park for city employees versus previous needs of a neighborhood park.
 - c. Explore possibility of re-allocating the shape of the parkland, keeping in mind the regulation that 4 acres of land must remain in parkland for perpetuity.
3. While City Hall Park continues to serve as a neighborhood park, the following should be considered:
 - a. Create trail connecting existing parking to pavilion and playground area.
 - b. Complete connection of trail crossing creek by playground to the playground.
 - c. Upgrade safety surface and fix broken equipment.
 - d. Upgrade pavilion by installing a ceiling to minimize bird and insect nesting and to reduce maintenance. Incorporate recessed commercial grade lighting to reduce vandalism.
 - e. Add concrete pads around grills, benches, trash cans, etc. for easier maintenance.

- f. Construct an overflow parking area with grass pavers south of the existing parking lot to accommodate parking needs for soccer leagues and large public meetings at City Hall.

I. H. MANAGERIAL PARK

1. Evaluate sight lines and consider relocating entrance to crest of hill or directly across from church entrance for safety of visitors both entering and exiting the park.
2. Upgrade pavilion by installing a ceiling to minimize bird and insect nesting and to reduce maintenance. Incorporate recessed commercial grade lighting to reduce vandalism.
3. Remove portable restrooms and replace with a permanent restroom facility.
4. Emphasize importance of park as trailhead for proposed greenway.
5. Improve trail system.
 - a. Create an overall trail map including locations, distances, and connections to other trails and the greenway system. Use a GPS device and mapping software in the winter to locate and map trails.
 - b. Incorporate wayfinding signage at trailheads and ground level trail markers in addition to existing markers on trees to make navigating trails easier.
 - c. Control poison ivy along trails.
6. Develop a Master Plan to enhance the park and create greater opportunities for citizens to enjoy the lake. This plan should take into account the following:
 - a. Addition of new amenities such as an open lawn, a small play structure, disc golf, an additional pavilion closer to the lake, an ADA accessible fishing pier, and a trail following the entire edge of the lake.

- b. Evaluate any historical, cultural, or environmental significance to the park and incorporate educational and interpretive elements.
 - ✓ Evaluate the need for an outdoor classroom to implement environmental and wildlife educational programs. *LAMP*
 - d. Evaluate overall ADA accessibility of the lake, trails, and other amenities such as benches, grills, and tables.
- 7. Develop a Master Trail Improvement Plan for the existing trail system. The plan should address materials for treadways, location, and method of improvement for steep grades, surface drainage erosion areas, drainage crossings, and hillside trails.
- 8. Develop a Maintenance Manual/Strategy to evaluate the level of maintenance needs and staff the park accordingly.
- 9. Consider ways to improve and utilize the I.H. Managerial Clubhouse.
 - a. Consider possible uses of large assembly space (able to serve approx. 150-190 people) such as Arts/Crafts Classes, Dances, Community Meetings, Dinners, Aerobics/Fitness, Information Gatherings, Private Parties, and Receptions.
 - b. Obtain a detailed assessment of the building to determine what code issues will need to be addressed, as well as what upgrades are necessary or desired.
 - c. Consider the following general recommendations for building upgrades:
 - ✓ i. Upgrade toilets, lavatories, and doors to meet ADA requirements.
 - ✓ ii. Confirm existence of asbestos in floor tiles and, if so, abate as needed. It is recommended that an asbestos survey be conducted before any renovation is started.

- iii. Add exterior windows to allow natural light into assembly space.
- iv. Upgrade all interior finishes of walls, floors, and ceilings.
- v. Repair or replace exterior elements as needed, such as gutters and downspouts, concrete walks, roof shingles, doors, and miscellaneous painting.
- vi. Verify use of building with occupancy requirements and sprinkler requirements (Small Assembly – 1999 SBC).
- vii. Repair or replace all door hardware for code compliance.
- viii. Verify building can be “grandfathered-in” as an existing occupied building.
- ix. Upgrade lighting to provide adequate lighting for an assembly or meeting space.

OAK RIDGE PARK

1. Develop a Master Plan to consider the following:
 - a. Addition of new amenities such as expansion of the trail system around edge of park and pond, more picnic tables in pavilion, benches, a playground, a level play area, picnicking facilities, and a spray park.
 - b. Evaluate overall ADA accessibility of the pond, trails, and other amenities.
2. Upgrade pavilion by installing a ceiling to minimize bird and insect nesting and to reduce maintenance. Incorporate recessed commercial grade lighting to reduce vandalism.
3. Add landscaping to define and beautify the space and to provide shade.

PLANTATION HILLS

Several challenges facing Plantation Hills Park made it difficult to make recommendations for, and as a result, two possible solutions are offered. These solutions are in reaction to the following challenges:

- A. Access to the park is very limited. A large drainage ditch along the east of the park acts as a barrier to the nearby neighborhoods to the east, the street on which it is located is a dead end which is far from any main roads, and the entrances are very hard to find and unmarked. Also, the playground is remotely located in the corner farthest from the parking area and hidden behind a natural area of mature trees and understory growth.
- B. Maintenance requirements of the park are very high. The densely wooded location of the playground causes the need for constant cleaning of mold and pollen and for removal of branches for it to even be useable. This park poses high maintenance cost for a very small percent of population actually served.
- C. The existence of designated wetlands limits usage of site.
- D. The densely wooded nature of the park poses safety issues as sight lines are blocked in and out of the park by dense vegetation.

The solutions offered for this park are to:

- 1. Mitigate enough wetlands as to allow visibility into the park and relieve density of vegetation that is causing maintenance and safety issues for the play areas.
or
- 2. Remove playground equipment and allow the wetlands to grown in. Utilize this space as a trailhead to the greenway and incorporate educational features into the wetlands such as a plant identification area.

WINDWARD SLOPES

1. Complete Master Plan, including construction of play lawn and wetland educational boardwalk and pier.

ZADIE E. KUEHL MEMORIAL PARK

1. Update playground with a play surface edging to stop deterioration of outer edge of play surface.
2. Replace existing hard patches and exposed concrete footing in play surface with a soft rubber surface in a geometric pattern such as a circle or square.
3. Remove portable restroom and replace with a small permanent unisex restroom facility.
4. Add concrete pads around grills, benches, trash cans, bike racks, etc. for easier maintenance.
5. Replace existing picnic tables, benches, trash cans, etc. as they wear over time with a more durable, heavy commercial grade product such as a recycled plastic or powder coated metal.
6. Evaluate overall ADA accessibility of trails, facilities, and other amenities such as benches, grills, and picnic tables.
7. Upgrade pavilion by installing a ceiling to minimize bird and insect nesting and to reduce maintenance. Incorporate recessed commercial grade lighting to reduce vandalism.

EL HILL PARK

1. Develop a Master Plan for the park with passive uses inspired by the natural character of the site.
2. Provide a greenway/streetscape connection along El Hill Road that leads all the way to Canada Road.

GENERAL RECOMMENDATIONS

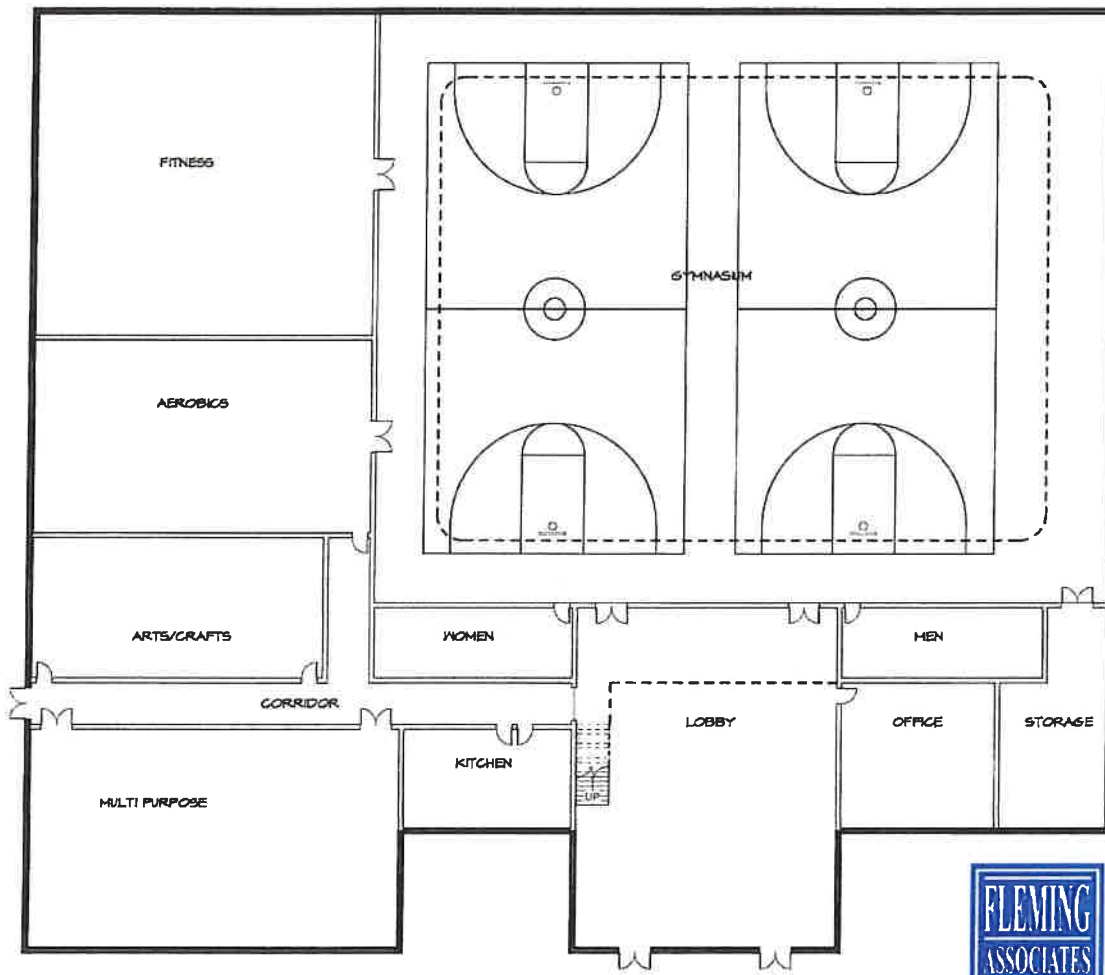
The development of a successful Parks and Recreation Master Plan is based on realistic and accurate goals and objectives that focus on the vision for not only the parks and recreation department, but the community vision as a whole. It should be understood that the Master Plan serves as a planning tool for making future decisions in the development of the City's Parks and Recreation Department. Development of facilities and programs and implementation will be dependent upon availability of staff and funding. The following recommendations are beyond park-specific and will need to be considered over a longer time frame than the specific park recommendations.

COMMUNITY CENTER NEED

During the Citizens Focus Group Session, participants were asked to list the most needed type of parks and recreational facilities. In both cases, the participants overwhelmingly listed an indoor recreation/community center as the number one need. The need for a community center facility actually preceded the next needed facility by 50%.

A sample Community Center of Lakeland could be as follows:

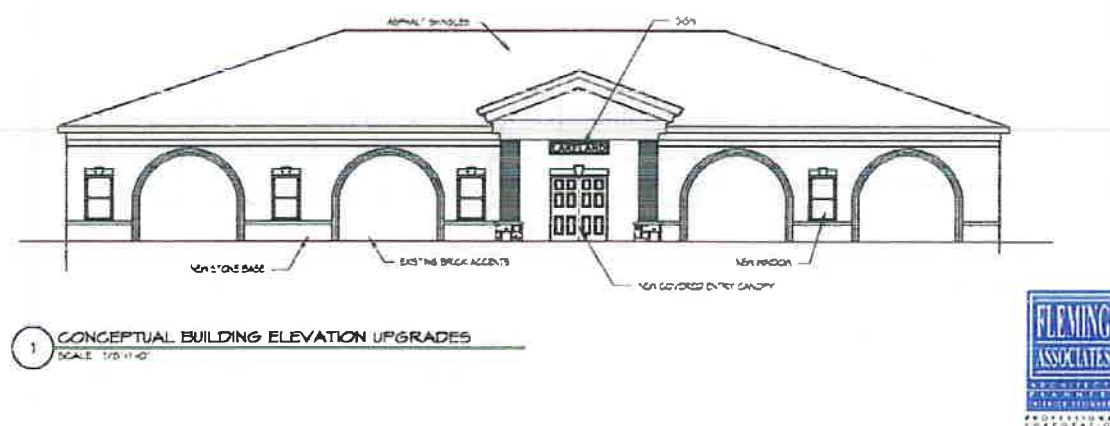
1. Entry Lobby	3,500 SF
• Reception Area	
• Snack Area / Coffee Bar	
2. Administrative Area	800 SF
• Office	
• Breakroom	
3. Gym	16,000 SF
• Two (2) Full-Size Basketball Courts	
- Volleyball Courts	
• Elevated Walking Track	5,000 SF
4. Arts / Craft Rooms (2)	2,000 SF
• Pottery Class with Kiln	
5. Assembly / Multi-Purpose Room	3,000 SF
• Dining for 200	
• Dividable Areas	
6. Kitchen	600 SF
• Catering Kitchen	
7. Aerobics Room	2,400 SF
8. Fitness Area	4,000 SF
• Free Weights	
• Cardio Machines	
Subtotal	37,300 SF
Mechanical / Circulation 30%	11,190 SF
TOTAL BUILDING SF	48,490 SF



SAMPLE COMMUNITY CENTER FLOOR PLAN
CITY OF LAKELAND



Until land and funding for a Community Center can be obtained, we recommend that general improvements be made to the I.H. Managerial Clubhouse, as stated in the specific park recommendations, so that the clubhouse can be used as a small community center facility. We would also recommend that the city consider some exterior elevation upgrades to the facility. A example of possible exterior upgrades is shown below.



COMMUNITY PARK NEED

Another highly ranked facility by the Citizens Focus Group Session was the need for a “large multi-use park that can serve the whole community.” By definition, a community park is 30 to 50 acres in size. At present, several of the city’s neighborhood parks are functioning as community parks (City Hall Park, Windward Slopes, and Zadio Kuehl). Once a community park can be developed, the stress on the neighborhood parks will be alleviated.

ATHLETIC FIELD NEED

Athletic fields are a highly demanded activity and indicated on the demand and need projections. Athletic fields were also ranked 7th out of 15 highly needed facilities within Lakeland and 1st as the most needed program. One of the best solutions to meet this need

is to plan and construct an athletic complex. The phasing of this type of facility is common in smaller communities.

This complex should not only meet the immediate needs for fields, but also allow for future expansion to meet the needs in 10 years. The plan for this complex should be comprised of 8 baseball fields, 8 softball fields, 4 soccer fields (which would be equivalent to 8 small soccer fields), 4 youth football fields, and support facilities. The complex will need to be approximately 100 to 150 acres in size to accommodate these needs.

Many communities are utilizing this concept for several reasons:

1. It avoids duplication of support facilities such as restroom, concessions, parking and infrastructure such as utilities serve.
2. Reduces the personnel required to operate sports fields.
3. Maintenance requirements are easier and more cost-effective since equipment and personnel do not have to be transported from site to site.
4. Sports field lighting can be concentrated in one area of the community, reducing light pollution.
5. This type of facility has the capability to draw local and state tournaments, which in turn provides revenue through participation fees and bolsters local business.

LAND NEED

The constant effort by the City of Lakeland to provide a quality standard of living for its citizens has made Lakeland extremely appealing to families and businesses. This quality of living has also caused a steady increase in land cost. The city should consider ways to obtain land to meet its recreational land needs for a community center, community park, and future athletic complex as one of its highest priorities.

PARKLAND DEDICATION

Upon review of the City's Parkland Dedication requirements, the dedication formula was found to be adequate and conforming to the local area. It should be noted as part of this document that open space requirements are contained within the Development Code as well and should be considered during the development review process. However, a few minor recommendations are being made for the City's review:

1. The City could set the average family size rather than requiring the applicant to determine the size from census data.
2. Set a per acre price in lieu of preparing an appraisal for each application. This per acre price should be an average of land cost across the entire City of Lakeland. The per acre cost should be evaluated every few years to make any adjustments with the real estate market.
3. Add language to the requirement that gives the City the option to require the fee in lieu of dedication, regardless of size, for overall community need. Since the City is in need of large land purchases such as a community park and/or athletic complex property, payment in lieu of dedication may be more advantageous to the City at this time.

DETAILED GREENWAY PLAN

- "Develop a Connected Community"
- "Serve the Entire Community"
- "Preserve the Natural Environment"
- "Environmental Stewardship"

All of these statements ranked among the highest during the Citizens Focus Group Sessions. In an effort to pursue this vision, the city should consider the preparation of

a detailed Greenway Master Plan. The plan could include a detailed evaluation of the connections indicated on Exhibit III and evaluate connections of schools, parks, public spaces, location of trailheads, and address design and construction guidelines. The development of this plan will help preserve open space and the natural environment, while providing an extensive bicycling and pedestrian trail systems.

The City is planning to develop a Pedestrian and Bikeway Plan in the near future. Since the Pedestrian and Bikeway Plan could function as a stand-alone plan, we recommend the development of the Greenway Plan either follow or be prepared at the same time as the Pedestrian and Bikeway Plan. In the development of the Greenway Plan, certain segments of the Pedestrian and Bikeway Plan may serve as multiple uses for the Greenway Plan.

STANDARDIZED SIGNAGE

The city should address the issue of standardized park signage as a whole. It is recommended that the city develop standard identification signage, directional signage and information signage to be used at each park, thus identifying them as public, city-owned parks, as opposed to private facilities.

GRANT APPLICATIONS

It is recommended to apply regularly for grants to help implement the development of the city's park and recreation system. A list of some available grants is included in the funding source section of the master plan.

VIII. FUNDING SOURCES

VIII. FUNDING SOURCES

A key for the success of the City of Lakeland's Recreation Master Plan is the ability of the City to identify and secure stable funding sources for the recommendations and implementation of the Plan and for the ongoing operational, maintenance, and improvement needs of existing city parks. There always seems to be a gap between funding available from current sources and what is needed to fully implement the Master Plan. The following is a list of possible funding sources for parks, greenways, and trails. This list is not exhaustive, but rather provided as a starting point for researching available funding opportunities. Descriptions for the grant fund programs were drawn from the grant fund's corresponding website.

BED TAX

A Bed Tax, or Hotel Tax, is a local tax on the rental of hotel rooms and other transient stay accommodations. The funds acquired can be used for the development of parks, construction of

recreational facilities, and infrastructure development such as trails.

DEDICATION//DEVELOPMENT FEES

Development Fees are fees on new residential and/or commercial developments to be put toward park and recreation development. Examples of uses of these fees include open space acquisition and neighborhood, community and regional park development.

DONATIONS

A possible source of parkland is the private donation of such land by landowners to the City for a specific purpose or use through deed restriction.

FACILITY NAMING RIGHTS

Revenue can be created for specific facilities by granting facility naming rights to an organization, business, or individual.

GENERAL OBLIGATION BONDS

General obligation bonds are bonds issued with the belief that a municipality will be able to repay its debt obligation through taxation or revenue from projects. They are backed by the full faith and credit of the jurisdiction issuing the bonds and may be used by a municipality of county for any lawful or necessary purpose. The primary advantage of these bonds is the ability to use the proceeds for almost any purpose, and to spread the benefits and burdens of the funds uniformly throughout the community.

INTER-GOVERNMENTAL AGREEMENTS

For the development of athletic complexes, regional parks, and other large recreational facilities serving the greater community, Inter-Governmental Agreements should be considered. These agreements provide a contractual relationship between two or more local units of government for the joint usage or development of such facilities.

PARTNERSHIPS

Parks or facilities can be funded through a partnership with local schools, community colleges, community based organizations, private businesses, and Joint Power Authorities.

PROPERTY TAX

The establishment of a property tax in the City of Lakeland could greatly help fund Park & Recreational Programs and aid in land acquisition.

RECREATIONAL SERVICE FEE

The City can establish a Recreational Service Fee for the purpose of construction and maintenance of recreational facilities. This fee can be applied to all organized activities requiring reservations, such as all organized sports and leagues.

USER FEES

Fees can be assessed to users of facilities to aide in maintenance or improvements of the facility or park.

HERITAGE CONSERVATION TRUST FUND

The Tennessee Heritage Conservation Trust Fund seeks to protect significant natural areas in Tennessee by strategically partnering with landowners, government agencies, non-profit organizations, for-profit companies and others. Eligible projects range from the preservation of tracts for the purposes of tourism and recreation to projects focused on protecting or restoring the state's physical, cultural, archaeological, historical and environmental resources. (<http://tennessee.gov/environment/trustfund/>)

TENNESSEE RECREATION EDUCATIONAL SERVICES DIVISION GRANTS PROGRAM

Recreational Educational Services is responsible for administering federal and state grant programs to local and state governments. The Division manages the Local Parks and Recreation Fund (LPRF) Grant Program, the Land and Water Conservation Fund (LWCF), the Natural Resources Trust Fund (NRTF) and the

Recreation Trails Program (RTP). The programs listed below have a match requirement and specific regulations for the applicants. (<http://www.state.tn.us/environment/recreation/grants.shtml>)

LOCAL PARKS AND RECREATION FUND (LPRF) GRANTS

The LPRF is to provide grants to all eligible local governmental entities for the purchase of lands for parks, natural areas, greenways, and for the purchase of land for recreation facilities. The funds may also be used for trail development and capital projects in parks, natural areas, and greenways. At least 60 percent of the funds allocated will go to municipal governments as authorized by the act. Recreation Educational Services (RES) has been awarding grants to eligible local governments for the purchase and development of land since 1992. These grants require a 50% match.

LAND AND WATER CONSERVATION FUND (LWCF) GRANTS

The Land and Water Conservation Fund (LWCF) Act of 1965 (Public Law 88-578, 78 Stat 897) was enacted "...to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations...such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation..." The LWCF program provides matching grants to states, and through the state to local governments and state agencies that provide recreation and parks, for the acquisition and development of public outdoor recreation areas and facilities. Recreation Educational Services administers the LWCF grants. These grants require a 50% match.

NATURAL RESOURCES TRUST FUND (NRTF) GRANTS

The NRTF was created by the General Assembly "to protect the endowment

represented by the land and minerals owned by the State; and to ensure that development of state-owned non-renewable resources will proceed in a manner which is economically sound, and that revenues received from disposal of those resources will be used for the long term public interest." Grants from the NRTF may be awarded to all eligible local governmental entities and state areas for outdoor recreation, historical or archaeological sites, the acquisition of lands, waters, or interests in lands and waters. Recreation Educational Services Division (RES) administers the NRTF grants. These grants require a 50% match.

RECREATION TRAILS PROGRAM (RTP) GRANTS

Through the Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy For Users (SAFETEA-LU), RTP funds are available statewide for recreation trail projects. Eligible applicants include state, federal,

and local government agencies and private organizations. Priority is given to government agencies. Public/private partnerships are encouraged. 20% match required (qualifying in-kind match is allowed).

FISHAMERICA FOUNDATION

CONSERVATION GRANT

The FishAmerica Foundation provides funding to non-profit organizations such as sporting clubs, civic associations, conservation groups, and state agencies, in the United States and Canada. The Foundations' Conservation Projects Committee funds hands-on, action-oriented projects that have clear and identifiable benefits to sport fish populations and the sport of fishing. While sound research should be the basis for all grant applications, the Conservation Projects Committee only funds projects that directly enhance water quality, habitat and/or sport fish populations. The average conservation grant is \$7,500. (<http://www.fishamerica.org/grants/>)

TRANSPORTATION ENHANCEMENTS

PROGRAM (TE) GRANT

TE activities are projects that, according to the National Transportation Enhancements Clearinghouse (NTEC), "expand travel choices and enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of our transportation infrastructure." As 10 percent of the Surface Transportation Program, TE is a large potential source of funding for trail projects. These grants require a 20% match. (<http://www.tdot.state.tn.us/local/grants.htm>)

SAFE ROUTES TO SCHOOL (SRTS)

SRTS is a federally funded program focusing on the benefits of children walking and biking to school. Its primary purpose is to encourage elementary and middle school children to safely walk and bike to school thereby promoting a healthier lifestyle, reducing traffic congestion and minimizing air pollution. Eligible recipients include state, local, and regional agencies including non-

profit organizations. Projects or activities are 100% federally funded; no match is required. (<http://www.tdot.state.tn.us/bikeped/saferoutes.htm>)

TRANSPORTATION, COMMUNITY AND SYSTEM PRESERVATION PROGRAM (TCSP)

Only states, MPOs, local governments and tribal governments are eligible recipients of TCSP grants from the Federal Highway Association (FHWA), though a nonprofit group could partner with an eligible recipient. TCSP projects should improve the efficiency of the transportation system, reduce the impacts of transportation on the environment, reduce the need for costly future public infrastructure, ensure efficient access to jobs, services and centers of trade, and encourage private sector development patterns. Trails are an eligible use of program funds; in FY 2008 eight trail projects received a total of \$5,365,500 in TCSP funds. According to the National Park Service's RTCA program, this discretionary funding

source is usually monies requested through elected congressional officials (earmarks). (<http://www.fhwa.dot.gov/tcsp/>)

LAND AND WATER CONSERVATION FUND

The LWCF program provides matching grants to States and local governments for the acquisition and development of public outdoor recreation areas and facilities. The program is intended to create and maintain a nationwide legacy of high quality recreation areas and facilities and to stimulate non-federal investments in the protection and maintenance of recreation resources across the United States. (<http://www.nps.gov/lwcf/>)

KODAK AMERICAN GREENWAYS AWARDS PROGRAM

Eastman Kodak, The Conservation Fund, and the National Geographic Society provide small grants to stimulate the planning and design of greenways in communities throughout America. The

annual grants program was instituted in response to the President's Commission on Americans Outdoors recommendation to establish a national network of greenways. Made possible by a generous grant from Eastman Kodak, the program also honors groups and individuals whose ingenuity and creativity foster the creation of greenways. (http://www.conservationfund.org/kodak_awards)

IX. GENERAL FACILITY COST

IX. GENERAL FACILITY COST

The following projected development costs of facilities are to be used as a tool for future budgeting and project implementation. They are a general estimate only and are subject to inflation. Prices were drawn from projects constructed in the Mid South over the last three years. Figures represent the installed price, but do not include bulk grading or utility improvements, as this can vary greatly from site to site.

BASEBALL/SOFTBALL FIELD

Estimated Cost: \$225,000

Price assumes 250' field. Includes dugouts, backstop, 6' fencing, infield mix, sod, laser grading, infield drainage, irrigation, and lighting.

PICNIC UNIT

Estimated Cost: \$4,250

Price includes picnic table, concrete pad, grill, grill pad, trash receptacle, and trash receptacle pad.

PLAYGROUND

Estimated Cost: \$100,000

Price assumes a 2,500 S.F. play area. Includes medium-sized play structure and rubberized safety surface with edging.

RESTROOM/CONCESSIONS

Estimated Cost: \$310,000

Price assumes 1,225 S.F. facility, appropriate for a four field complex. Building includes space for concessions, men's and women's restrooms, and storage. (No pressbox)

SMALL SHELTER/PAVILION

Estimated Cost: \$39,250

Price includes small structure and concrete pad.

SHELTER/PAVILION

Estimated Cost: \$60,250

Price includes structure and concrete pad.

SOCCER FIELD

Estimated Cost: \$650,000

Price assumes standard 240' x 360' length. Includes laser grading, sod, corner markers, lighting, and irrigation.

WALKING TRAIL

Estimated Cost: \$35 per Linear Foot

Price assumes 8' wide 4" asphalt walk.

SWIMMING POOL

Estimated Cost:

Pool - \$1,700,000

Air Structure Enclosure - \$800,000

Price includes commercial grade Junior Olympic 8 lane swimming pool, decking, fencing, and lighting. Bath house is not included due to varying sizes and specifications.

TENNIS COURT

Estimated Cost: \$50,000

Price assumes standard size. Includes fencing, netting, playing surface, and lighting.

X. APPENDIX

CITY HALL PARK

Inventory City of Lakeland Outdoor Recreation Study

Owner/Operating Agency: City of Lakeland

Location: 9959 Hwy. 70

Size: 4 Acres ±

Park Classification: Community Park

FACILITIES

2008

	ACTIVITY	UNIT	NUMBER/		
			SIZE	EXISTING	PROPOSED
1.	Basketball	Goals	_____	_____	_____
2.	Tennis	Courts	_____	_____	_____
3.	Baseball	Fields	_____	_____	_____
4.	Softball	Fields	_____	_____	_____
5.	Soccer	Fields	_____	_____	_____
6.	Bicycling	Miles	_____	_____	_____
7.	Walking/Jogging	Miles	<u>0.2±</u>	_____	_____
8.	Open Space	Acres	<u>3.0±</u>	_____	_____
9.	Playground/Tot Lots	S.F.	<u>5,000±</u>	_____	_____
10.	Picnic	Tables	<u>14</u>	_____	_____
11.	Pavilion/Gazebo	Each	<u>1</u>	_____	_____
12.	Parking	Spaces	_____	_____	_____
13.	Natural Area	Acres	_____	_____	_____
14.	Pond	Acres	_____	_____	_____

Amenities: pavilion with picnic tables, grills, restrooms, drinking fountain, paved parking, paved jogging trail and a playground

DTD

CITY HALL PARK

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Pavilion/Gazebo</u>	<u>open-air, wood with shingled roof, good condition,</u> <u>11 picnic tables (2 ADA), 2 grills, lighted with fans</u>
2. <u>Restroom</u>	<u>cinderblock building with shingled roof, fair condition,</u> <u>water fountain outside (not ADA)</u>
3. <u>Playground</u>	<u>2 play structures and 2 swing sets; smaller play structure</u> <u>in poor condition -mildew, pollen, & grime, duct tape on</u> <u>slide; other play structure is newer, but faded, underlying</u> <u>tarp/rubber pulling up and showing in 3 places; taller</u> <u>swing set has 1 kiddie swing, missing other; fair</u> <u>condition; play surface for all play structures is mulch</u>
4. <u>Jogging Trail</u>	<u>asphalt (some concrete), clearly marked, some overhead</u> <u>lighting, good condition</u>
5. <u>Open Use Fields</u>	<u>backstop - no lights, good condition; poles for volleyball</u> <u>net; field space for soccer, water fountain (ADA)</u>
6. <u>Trash Cans</u>	<u>lots and lots of trash cans, several different styles</u>
7. <u>Entrance</u>	<u>lack of identification signage</u>
8. _____	_____
9. _____	_____

I.H. MANAGERIAL

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Pavilion/Gazebo</u>	<u>open-air, metal roof, built in 2002, outside siding – fair condition; 10 picnic tables – good condition; 2 trash cans; lighted; outside lighting; 3 fans – one missing blades; in need of general maintenance</u>
2. <u>Restrooms</u>	<u>2 porta-potties – one fenced; both in good condition</u>
3. <u>Jogging/Biking Trail</u>	<u>3 types – asphalt, gravel, and primitive dirt trails; asphalt and gravel in good condition, primitive trail slightly overgrown in woods and completely overgrown in field; path of primitive trails hard to follow, poison ivy prevalent on wooded paths</u>
4. <u>Picnic Sites</u>	<u>all tables on concrete pads and in good condition, all with trash cans and some with grills; varied locations – wooded, water-side, and in open areas</u>
5. <u>Pond</u>	<u>scenic and good for fishing</u>
6. <u>Entrance</u>	<u>lack of identification and wayfinding signage</u>
7. _____	_____
8. _____	_____
9. _____	_____



OAK RIDGE PARK

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Pavilion/Gazebo</u>	<u>new - good condition, 1 picnic table, trash can, not lighted</u>
2. <u>Sidewalk</u>	<u>asphalt, no edge; path to the gazebo, poorly maintained,</u> <u>edges overgrown; trail between subdivisions in good</u> <u>condition, wooded with new bridge over creek</u>
3. <u>Open Space</u>	<u>hilly open field and retention pond</u>
4. <u>Entrance</u>	<u>through subdivision</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____

PLANTATION HILLS

Inventory City of Lakeland Outdoor Recreation Study

Owner/Operating Agency: City of Lakeland

Location: Bluebird Cove

Size: 3.17 Acres

Park Classification: Neighborhood Park

FACILITIES

2008

	ACTIVITY	UNIT	NUMBER/ SIZE	2008	
				EXISTING	PROPOSED
1.	Basketball	Goals	_____	_____	_____
2.	Tennis	Courts	_____	_____	_____
3.	Baseball	Fields	_____	_____	_____
4.	Softball	Fields	_____	_____	_____
5.	Soccer	Fields	_____	_____	_____
6.	Bicycling	Miles	_____	_____	_____
7.	Walking/Jogging	Miles	_____	_____	_____
8.	Open Space	Acres	_____?	_____	_____
9.	Playground/Tot Lots	S.F.	_____1,950+	_____	_____
10.	Picnic Sites	Tables	_____4	_____	_____
11.	Pavilion/Gazebo	Each	_____	_____	_____
12.	Parking	Spaces	_____4	_____	_____
13.	Natural Area	Acres	_____0.54±	_____	_____
14.	Pond	Acres	_____	_____	_____

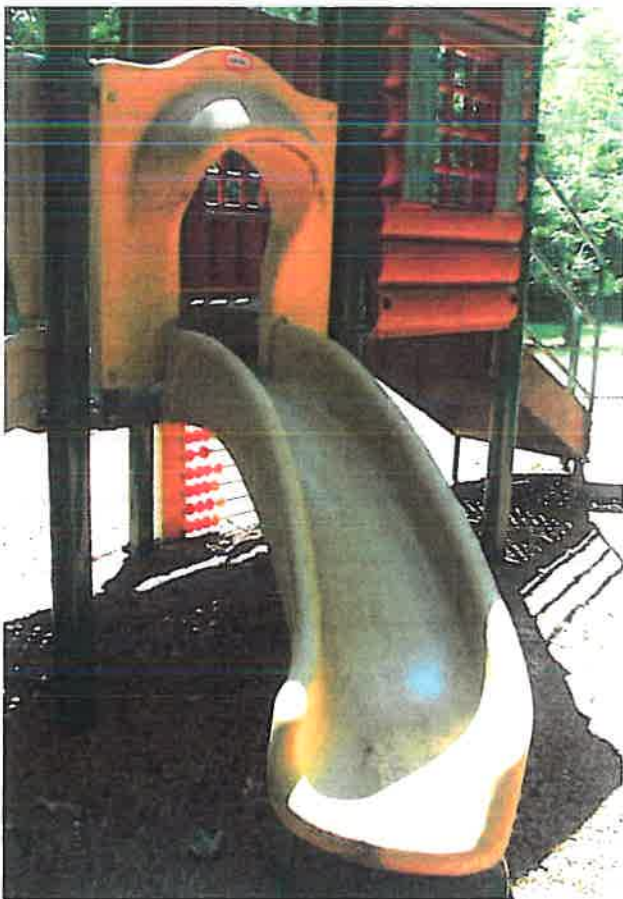
Amenities: playground equipment, picnic tables and a federally designated wetland



PLANTATION HILLS

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Playground/Tot Lot</u>	<u>one large play structure, 2 see-saw animals, and a bouncy seat; older, very dirty with pollen, mildew, and grime</u>
2. <u>Swing Set</u>	<u>kiddie swings, 1 of 2 missing</u>
3. <u>Wetland</u>	<u>signs tell visitors to keep out, not a 'feature' or 'attraction' for the park, as appearance of a wooded ditch</u>
4. <u>Entrance</u>	<u>unclear, no signage, hidden between homes, hard to find</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____



PLANTATION HILLS

Inventory Photos



WINDWARD SLOPES

Inventory City of Lakeland Outdoor Recreation Study

Owner/Operating Agency: City of Lakeland

Location: Beverle Rivera Dr.

Size: 11 Acres ±

Park Classification: Neighborhood Park

FACILITIES

ACTIVITY	UNIT	NUMBER/ SIZE	2008	
			EXISTING	PROPOSED
1. Basketball	Goals	<u> </u>	<u> </u>	<u> </u>
2. Tennis	Courts	<u> 2 </u>	<u> </u>	<u> </u>
3. Baseball	Fields	<u> </u>	<u> </u>	<u> </u>
4. Softball	Fields	<u> </u>	<u> </u>	<u> </u>
5. Soccer	Fields	<u> </u>	<u> </u>	<u> </u>
6. Bicycling	Miles	<u> </u>	<u> </u>	<u> </u>
7. Walking/Jogging	Miles	<u> .38± </u>	<u> </u>	<u> </u>
8. Open Space	Acres	<u> 1.23± </u>	<u> </u>	<u> </u>
9. Playground/Tot Lots	S.F.	<u> 2,575± </u>	<u> </u>	<u> </u>
10. Picnic Sites	Tables	<u> 2 </u>	<u> </u>	<u> </u>
11. Pavilion/Gazebo	Each	<u> 1 </u>	<u> </u>	<u> </u>
12. Parking	Spaces	<u> 35 (2HC) </u>	<u> </u>	<u> </u>
13. Natural Area	Acres	<u> 0.26± </u>	<u> </u>	<u> </u>
14. Pond	Acres	<u> </u>	<u> </u>	<u> </u>

Amenities: walking trail, parking, playground, pavilion and restrooms



WINDWARD SLOPES

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Pavilion/Gazebo</u>	<u>new, 2 picnic tables (1 ADA), trash can</u>
2. <u>Playground</u>	<u>new, large play structure with slides, 2 climbers, 4 misters,</u> <u>water fountain, brick seat wall, colored vitriturf</u>
3. <u>Ball Wall</u>	<u>new</u>
4. <u>Tennis Courts</u>	<u>new, fenced, not lighted, 1 bench, 1 picnic table</u>
5. <u>Restroom</u>	<u>new, small brick building with shingled roof, water</u> <u>fountain on outside wall</u>
6. <u>Jogging Trail</u>	<u>asphalt loop around park, connects to neighborhood</u>
7. _____	_____
8. _____	_____
9. _____	_____

ZADIE E. KUEHL MEMORIAL PARK

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. <u>Pavilion/Gazebo</u>	<u>open-air, metal roof, no bulbs in lights, 2 fans - neither</u> <u>with blades, 6 picnic benches; overall - good condition</u>
2. <u>Playground</u>	<u>equipment in good condition, fun/unique play elements,</u> <u>2 play structures with slides and tunnels, a glider, and a</u> <u>ball chute; Vitriturf - fair to poor condition - holes and</u> <u>tears, patched with different color; 2 bike racks, 4 benches</u> <u>- fair condition - warped wood, 2 small picnic tables, a</u> <u>grill, 2 trash cans, water fountain</u>
3. <u>Jogging Trail</u>	<u>asphalt, good condition, well maintained edge</u> <u></u>
4. <u>Entrance</u>	<u>lack of identification signage, hard to find</u> <u></u>
5. <u></u>	<u></u> <u></u>
6. <u></u>	<u></u> <u></u>
7. <u></u>	<u></u> <u></u>

COOL SPRINGS TRAIL

Condition of Facilities City of Lakeland Outdoor Recreation Study

<u>FACILITY</u>	<u>CONDITION</u>
1. Walking Trail	asphalt, good condition
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	



**COOL SPRINGS
TRAIL**
Inventory Photos



Focus Group Comments 8.14.08

Descriptors for Vision

The Vision for the Lakeland
Parks and Recreation System

1.	Develop a Connected Community	1 2 T 12 15 30	8.	Promote City Pride	1 2 T 2 9 13	15.	Play	1 2 T 1 1 3
2.	Serve the Entire Community	1 2 T 14 19 37	9.	Sustainable	1 2 T 2 4 8	16.	Progressive	1 2 T 1 0 2
3.	Create an 'Identity' for the City	1 2 T 11 15 27	9.	Service Excellence	1 2 T 3 2 8	16.	Citizen Driven	1 2 T 1 0 2
4.	Preserve Natural Environment	1 2 T 8 10 20	9.	Fun	1 2 T 3 2 8	16.	Grow & Learn	1 2 T 0 2 2
5.	Health & Well-Being	1 2 T 8 9 22	12.	Variety	1 2 T 3 6 4	19.	Memorable Experiences	1 2 T 0 0 0
6.	Environmental Stewardship	1 2 T 4 8 10	12.	Leader - Local, State, National	1 2 T 0 4 4	19.	Innovative	1 2 T 0 0 0
7.	Well-Designed	1 2 T 8 2 10	12.	Economy	1 2 T 0 4 4	19.	Inclusive	1 2 T 0 0 0

Types of Parks Needed

Parks Needed by the Lakeland
Parks and Recreation System

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2.	Multi-Use Trails for Walking, Biking, Etc.	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>1</td><td>4</td><td>3</td></tr><tr><td>3</td><td>1</td><td></td></tr></table>	1	2	T	1	4	3	3	1		9.	Water Sports Facilities	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>4</td><td>2</td><td>10</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	4	2	10				15.	Historic Sites	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>0</td><td>2</td><td>2</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	0	2	2			
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3.	Large Multi-Use Parks that Serve the Whole Community	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>1</td><td>2</td><td>7</td></tr><tr><td>3</td><td>1</td><td></td></tr></table>	1	2	T	1	2	7	3	1		9.	Multi-Use Trails	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>3</td><td>4</td><td>10</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	3	4	10						<table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>									
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4.	Parks with Lake, Creek, or Water Frontage	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>8</td><td>4</td><td>20</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	8	4	20				11.	Mid-Size Parks that Contain Active and Passive Recreational Opportunities and Serve Several Neighborhoods	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>3</td><td>3</td><td>9</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	3	3	9						<table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>									
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4.	Skate Park	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>7</td><td>8</td><td>20</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	7	8	20				12.	Wildlife Preserves	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>2</td><td>4</td><td>8</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	2	4	8						<table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>									
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7.	A Park Consisting of Primarily Sports Fields	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>5</td><td>5</td><td>14</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	5	5	14				14.	Water Park	<table><tr><td>1</td><td>2</td><td>T</td></tr><tr><td>1</td><td>1</td><td>3</td></tr><tr><td></td><td></td><td></td></tr></table>	1	2	T	1	1	3						<table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>									
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Specialized Facilities/Amenities

Specialized Facilities/Amenities Needed by the Lakeland
Parks and Recreation System

1.	Indoor recreation or community centers	1 2 T 31 5 67							
2.	Lighted Sports Fields	1 2 T 25 6 56							
3.	Water/Spray Park	1 2 T 12 14 38							
4.	Skateboard park	1 2 T 12 7 31							
5.	Trails and pathways	1 2 T 11 6 28							
6.	Swimming pools	1 2 T 1 9 11							
✓ 7.	Reservable group picnic areas	1 2 T 3 4 10							

DRAFT

Vision Statement

For the Lakeland Parks and Recreation System

The Lakeland Parks and Recreation Department envisions providing **well designed**, interconnected parks, trails, recreation facilities and natural areas that:

- **Connect and serve the entire community** by offering programs and facilities that encourage inclusion and participation.
- Demonstrate **environmental stewardship** of the public lands and facilities under our care. All facilities will be clean, safe, well maintained, and environmentally friendly. The **natural environment will be preserved** and the best practices in **sustainability** implemented.
- Enhance **health and well-being** through the provision of programming and facilities that encourage staying active, being fit and having **fun**.
- **Promote City pride** and improve the livability of our community by developing a **variety** of parks and facilities that **create an “identity” for our City**.
- Distinguish our system as a **local, state and national leader** in parks and recreation.
- Strengthen our **economy** and reinforces our commitment to **service excellence**.

COMPREHENSIVE LAND USE PLAN UPDATE



8100 WHEELER DRIVE, SUITE 110 MEMPHIS, TN 38117
TEL 901.588.9080 FAX 901.588.9087
WWW.EUGANDEDMONDGROUP.COM
February 23, 2006 EUGACB-Police Bureau 2006

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - authorizing the Parks and Recreation Director to explore and apply for the Blue Cross Healthy Places grant through Blue Cross Blue Shield of Tennessee Foundation. *Sponsored by Patrick O'Mara*

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

STAFF RECOMMENDATION

City Staff Recommends the Board of Commissioner approve resolution R-80-2022

BUDGET IMPACT

There is no budgetary impact of this resolution.

DISCUSSION

The Blue Cross Health Places grant is a program operated by the Blue Cross Blue Shield of Tennessee Foundation. The goal of the program is to increase places in a community for people to gather, play and get healthy. The Blue Cross Healthy Places grant helps provide places that are free and open to all. The program helps provide playgrounds, fitness equipment and other features for visitors of all ages and abilities. The City is able to request a specific equipment layout, but also allows for the selection of one (1) of four (4) pre-designed packages.

Grant timeline:

August 1 - 31, 2022: Application period

December 15, 2022: Finalists are identified

February 1, 2023: Grant Awardees are notified.

February 2, 2023: Grant awardees begin the project timeline to include site prep and installation.

It is important to note that accepting this grant means agreeing to the exclusive BlueCross Healthy Places branding and naming rights.

RESOLUTION R-80-2022

AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXPLORE AND
APPLY FOR THE BLUE CROSS HEALTHY PLACES GRANT THROUGH BLUE
CROSS BLUE SHIELD OF TENNESSEE FOUNDATION

- WHEREAS,** the City of Lakeland, Tennessee, Parks and Recreation Board desires to continue developing Parks and Recreation infrastructure; and,
- WHEREAS,** the Blue Cross Healthy Places Grant provides funds for communities to create playgrounds, outdoor fitness spaces, pavilions, and other places for the community to gather; and,
- WHEREAS,** the annual application period is currently underway, and closes on August 31, 2022; and,
- WHEREAS,** should the City of Lakeland be selected, the grant covers the full cost of equipment, safety surfacing, and installation, with the exception of pre-installation site preparation.

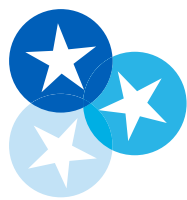
NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Lakeland, Tennessee, that the Parks and Recreation Director is hereby authorized to explore and apply for the Blue Cross Healthy Places grant through Blue Cross/Blue Shield of Tennessee Foundation

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



BlueCross
HEALTHY
PLACESM



of Tennessee
FOUNDATION

2023 CATALOG





The BlueCross Foundation wants to provide our neighbors with places that help them get to know one another, form new connections and enjoy healthy activity. This is why we're building BlueCross Healthy Places in Tennessee.

To assist in your custom design process, this catalog contains examples of completed BlueCross Healthy Place projects, along with new, exciting ideas to consider.

If a custom design process is not a possibility, we also provide four pre-designed options to select from on page eight.

CUSTOM BLUECROSS HEALTHY PLACES



DAVID CARNES PARK

- » Accessible play areas
- » Community pavilions
- » Splash pad
- » Challenge course
- » 40-yard dash
- » Improved walking paths
- » Fitness & play pods



HIGHLAND PARK

- » Accessible play areas
- » Challenge course
- » Fitness station
- » Multi-purpose field
- » Tennis and basketball courts
- » Walking track
- » Community pavilion



HUNTLAND CITY PARK

- » Accessible play area
- » Full basketball court
- » Walking track
- » Outdoor fitness equipment



HENRY HORTON STATE PARK

- » Accessible play area
- » Nature and discovery trail
- » Water spray and play zone



NORTHWEST FAMILY YMCA

- » Accessible play area
- » Full basketball court
- » Walking track
- » Outdoor fitness equipment
- » Pavilion
- » Challenge course



NEW IDEAS

- » Amphitheaters
- » Art installations
- » Trail head build out
- » Skate park



BLUECROSS HEALTHY PLACE AT DAVID CARNES PARK

**9.2
Acres**

This nine-acre project includes a pavilion for community gatherings, a splash pad, an accessible playground, a challenge course, a 40-yard dash and improved walking paths. The walking trail features fitness pods and play pockets, including a replica blacksmith shop that honors David Carnes, one of the first African-American landowners in the area and the park's namesake.

Accessible play area



Multi-purpose field



Splash pad



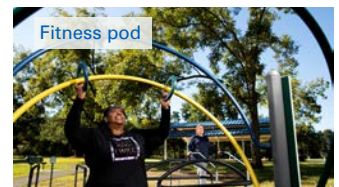
Community pavilion



Play pod



Fitness pod





BLUECROSS HEALTHY PLACE AT HENRY HORTON STATE PARK

**0.2
Acres**

The BlueCross Healthy Place at Henry Horton State Park celebrates the nature and history of the region. It includes two fully accessible play areas: one for children aged 2-5 and one for children aged 5-12. Both spaces include ramp access, specially designed equipment and a soft rubber safety surface for children who use wheelchairs and other mobility devices. Adjacent to the play areas is a discovery trail and several discovery pods designed to teach children about area wildlife and the history of the park. Features include an erosion table, elements explaining the life cycle of a frog and a small gristmill.



Accessible play area



Nature and discovery trail

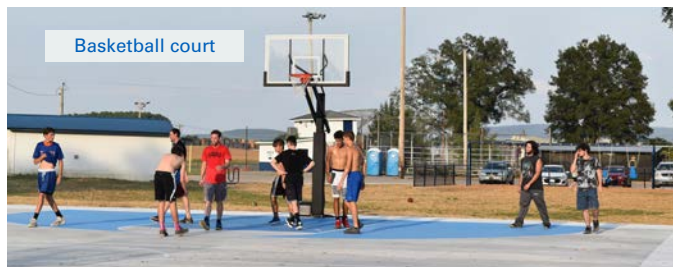




BLUECROSS HEALTHY PLACE AT HUNTLAND CITY PARK

1.7
Acres

The BlueCross Healthy Place at Huntland City Park is home to a newly constructed fenced playground. It features accessible equipment designed for children of all abilities. The space also includes outdoor fitness equipment, a new walking track, sway benches, a basketball court with bleachers, additional parking, water fountains, picnic tables and grills.





BLUECROSS HEALTHY PLACE AT HIGHLAND PARK

**4.3
Acres**

The BlueCross Healthy Place at Highland Park was completed in partnership with three schools; Chattanooga Girls Leadership Academy, Chattanooga Prep and the Montessori Elementary of Highland Park. The new community space has a variety of features suitable for visitors of all ages and interests, including a multi-purpose field with bleachers, a walking track, outdoor fitness stations, a challenge course, play areas, and basketball and tennis courts.

Challenge Course



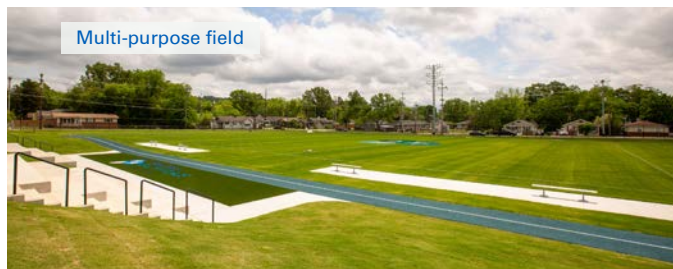
Accessible play area



Basketball court



Multi-purpose field



Fitness pod





BLUECROSS HEALTHY PLACE AT THE NORTHWEST FAMILY YMCA

3
Acres

The BlueCross BlueShield of Tennessee Foundation invested \$6.4 million to build the first BlueCross Healthy Place in the Nashville area. It has assets for community members of all ages and is open to everyone, regardless of membership status.



Accessible play area



Challenge course



Basketball court



Community Pavilion



Fitness pod



Multi-purpose Field



NEW IDEAS AND INSPIRATION



Amphitheater



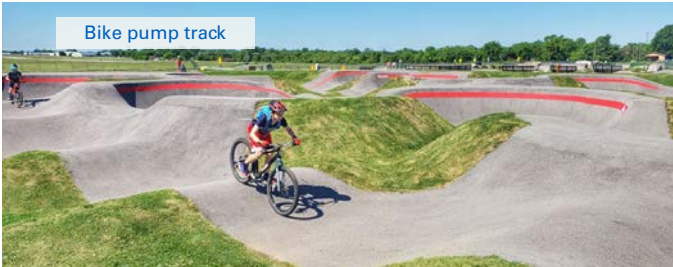
Skate park



Community garden



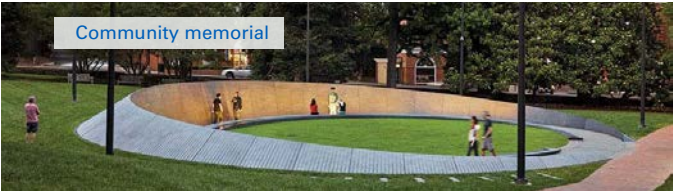
Trail head



Bike pump track



Sculptures



Community memorial



PRE-DESIGNED PACKAGES

We understand that the design process of a park can be time-consuming and difficult, so we are providing four pre-designed packages to select from. Each design includes accessible elements and features for visitors of all ages.



COMMUNITY HUB

- » Community pavilion
- » Inclusive play areas
- » Fitness stations
- » Swing set



FAMILY FUN

- » Large inclusive play area
- » Thrive fitness station
- » Swing set
- » Freestanding play and climbing areas



FITNESS AND FUN

- » Challenge course
- » Fitness station
- » Inclusive play areas
- » Community lawn



THRIVE AND PLAY

- » Large inclusive play area
- » Thrive fitness station
- » Community pavilion
- » Swing set and freestanding play area

Final design and included assets to be finalized prior to installation. Full details and requirements available in the appendix.

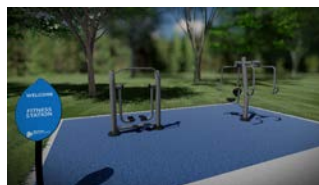


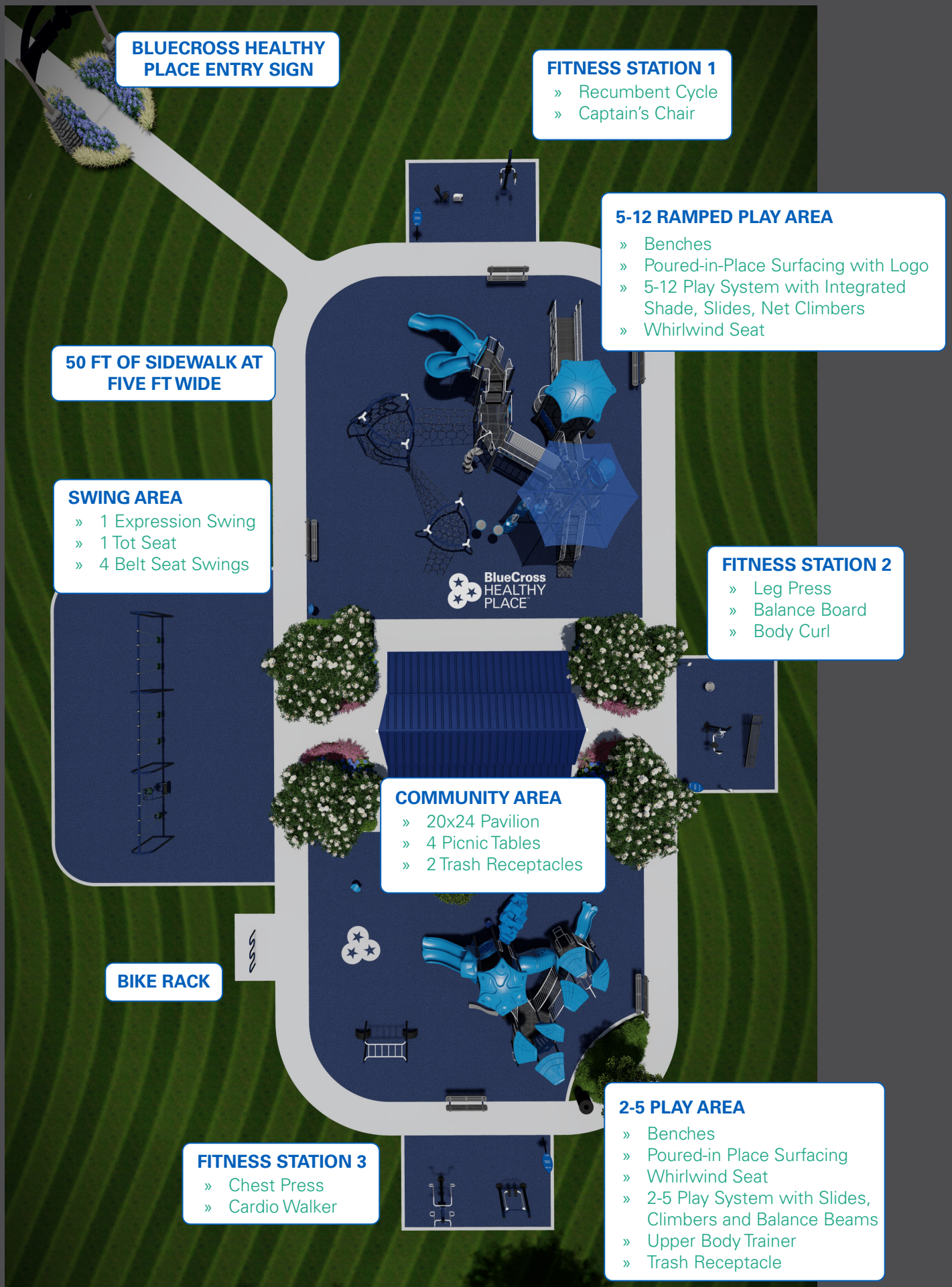
The **Community Hub** Package includes a pavilion surrounded by fitness and play elements. This package features a two different play areas with poured-in-place surfacing; one for those aged 2-5, and a ramped one for those aged 5-12, a swing area, three outdoor fitness stations for cardio, balance and strength workouts, and a pavilion with picnic tables and trash receptacles. Here, the entire community can enjoy fitness, play, walking and picnics.

**Minimum space requirements:
(160' x 109' or 17,440 sq. ft.)**

FEATURES

- » Play systems for ages 2-5 and 5-12 with accessible poured-in-place surfacing
- » Swing area with tot swing, Expression Swing and traditional belt seats
- » 20x24 pavilion with picnic tables and trash receptacles
- » 50 feet of sidewalk to access play and fitness amenities
- » Benches
- » Bike rack







The **Family Fun** Package provides fun activities for children — and their parents. This package features inclusive play systems for ages 2-5 and 5-12. Play activities include an inclusive Rock and Raft, Merry-Go-All, sensory seats, slide transfers and climbers. Children and adults can swing together on Expression Swings and accessible Zero G swing seats. Adults can keep a close eye on the kids while working out in the nearby fitness zone, which includes equipment for strength training and balance.

Minimum space requirements:
(137' x 105' or 14,385 sq. ft.)

FEATURES

- » 2-5 and 5-12 play systems with poured-in-place surfacing
- » Swing area with Zero G swings, Expression Swing and traditional belt seats
- » Fitness station with 5 unique activities
- » 50 feet of sidewalk to access play and fitness amenities
- » Benches
- » Bike rack
- » Trash receptacles



2-5 PLAY AREA

- » Bench
- » Poured-in-Place Surfacing
- » Ramped Play System with Slides
- » ADA Slide Transfers
- » Integrated Shade
- » Ground Level Musical Play
- » Sensory Wave Seat

BIKE RACK

BLUECROSS HEALTHY PLACE ENTRY SIGN

50 FT OF SIDEWALK AT FIVE FT WIDE

SWING AREA

- » 2 Zero G Inclusive Swings
- » 2 Expression Swings
- » 2 Belt Seat Swings
- » Trash Receptacle

BlueCross
HEALTHY
PLACE

FITNESS STATION

- » Push Up Bar
- » Accessible Lat Pulldown
- » Chest Press
- » Bench Dip Station
- » Accessible Hand Cycle
- » Bench for Cooldown

5-12 PLAY AREA

- » Ramped Accessible Play System with Integrated Shade, Accessible Poured-in-Place Surfacing, Slides, Sensory Wave Climbers, and Challenging Climbing Elements
- » Freestanding Play – Merry-Go-All, Ground Level Musical Play, Sensory Cove, Whirlwind Seat, and a Sensory Rock and Raft
- » Benches and Trash Receptacle



Your community will enjoy the best of both worlds with the **Fitness and Fun Package**. This package includes a ramped play area for ages 2-5 and an inclusive 5-12 play system with a handful of challenging play and accessible activities, a fitness station that sits next to an artificial grass lawn and a challenge course. The play and challenge course areas will be installed on accessible poured-in-place surfacing.

**Minimum space requirements:
(108' x 104' or 11,232 sq. ft.)**

FEATURES

- » Two play systems with poured-in-place surfacing for ages 2-5 (ramped) and 5-12
- » Fitness station with 6 activities
- » A Challenge Course 3000 with poured-in-place surfacing
- » Benches
- » Artificial grass lawn next to the fitness station



**BLUECROSS HEALTHY
PLACE ENTRY SIGN**

CHALLENGE COURSE

- » Poured-In-Place Surfacing
- » Pro 3000 Challenge Course with 7 Obstacles and Timing (see requirements for timing systems)
- » Bench

5-12 PLAY AREA

- » Benches
- » Play System with Integrated Shade, Slides,
- » Wall Climber
- » Musical Play
- » Poured-in-Place Surfacing with Logo
- » Whirlwind Seat

FITNESS STATION

- » Balance Board Station
- » Captain's Chair
- » Bench Dip Station
- » Accessible Hand Cycle Station
- » Push-Up Bars
- » Bench

2-5 RAMPED PLAY AREA

- » Benches
- » Play System with Shade
- » Poured-in-Place Surfacing
- » Musical Play
- » Slides, Climbers, Transfer Platform, Balance Beam
- » Trash Receptacle

ARTIFICIAL GRASS LAWN



The **Thrive and Play** Package features exciting amenities for communities seeking an inclusive and multi-generational space. This package includes an inclusive, ramped playground for ages 2-12 with accessible poured-in-place surfacing, a swing area, a community pavilion with seating, and a Thrive exercise system for children and adults 13+ years.

Minimum space requirements:
(87' x 153' or 13,311 sq.)

FEATURES

- » Inclusive, ramped playground for ages 2-12 and freestanding play elements
- » Swing area with inclusive swing seats and Expression Swing
- » Community pavilion with picnic tables
- » Thrive 450 fitness station for ages 13+
- » Sidewalk
- » Bike rack
- » Trash receptacles



COMMUNITY AREA

- » 20x24 Pavilion
- » 4 Picnic Tables
- » Trash Receptacles

FITNESS STATION

- » Thrive 450 Functional Training System

BLUECROSS HEALTHY PLACE ENTRY SIGN

BIKE RACK

SWING AREA

- » Two Zero G Inclusive Swings
- » Tot Seat
- » Expression Swing
- » 2 Belt Seat Swings
- » Trash Receptacle

2-12 PLAY AREA

- » Ramped Accessible Play System with Integrated Shade
- » Accessible Poured-in-Place Surfacing
- » Slides
- » Challenging Climbing Elements
- » Freestanding Play
- » Merry-Go-All
- » Ground Level Musical Play
- » Sensory Cove
- » Whirlwind Seat
- » Benches
- » Trash Receptacle



BUILD REQUIREMENTS AND SPECIFICATIONS

PROJECT BUILD PARTNER

BlueCross is collaborating with the GameTime Division of PlayCore, a leading national manufacturer of institutional playground and fitness equipment; site furnishings; shade and shelter structures; water play; and other recreational products. PlayCore is a licensed (#50559) Tennessee and multi-state general contractor providing comprehensive “turnkey” BlueCross Healthy Place services: design and engineering; equipment layout, factory-certified assembly and installation; play and fitness area drainage; impact-attenuating safety surfacing and synthetic turf; landscaping beds and plantings; seed and straw restoration of construction site; ancillary goods and services as appropriate; and work completion inspection.

STATE & LOCAL MUNICIPALITIES

In order to prevent project delays, Applicant shall obtain written approval from the associated Building Department, Planning & Zoning, Stormwater Engineering, Park & Rec Directors, and any other associated Construction/Utility divisions in the jurisdiction.

SIDEWALKS AND ENTRIES

All BlueCross Healthy Places also include perimeter and internal area sidewalks; concrete landscape bordering; fitness instructional signage; and an entrance package featuring a BlueCross-branded rock pillar entry sign, bicycle rack, and ADA access sidewalk extending from the amenity area to an existing accessible route (i.e.: ADA compliant sidewalk or accessible parking area).

PlayCore can provide more sidewalk length if needed to comply with ADA standards and guidelines and site requirements at an additional cost to the grantee. Pre-designed package renderings are for presentation purposes only and may not totally reflect the finished product due to modifications to accommodate specific location sites.

CHALLENGE COURSE AND 40-YARD DASH TIMING APPARATUS

Challenge courses and the 40-yard dash have a timing apparatus requiring 110 Volt (low voltage) power on site. The grantee will be responsible for furnishing electric service to the connection points for each amenity and, if required, an electric meter, meter box, electrical permit or other necessities. PlayCore will complete the electrical hookup.



BUILD REQUIREMENTS AND SPECIFICATIONS (CONT.)

DRAINAGE AND PERMITTING

BlueCross Healthy Places include drainage provisions for rainwater and runoff collected within the project's concrete boundaries. Drainage included in this application consists of underground drain pipes exiting to daylight within 50 lineal feet beyond the package perimeter. Any additional drainage required will be provided by the grantee or PlayCore, but at grantee's expense.

Should a permit(s), approval(s), inspection(s), planning be needed, its cost and any required plans or document preparation, including plan professional stamping, will be paid for by the grantee. PlayCore will arrange for the location of existing public utilities prior to disturbing the site for construction purposes. The grantee is responsible for locating private utilities.

SITE TOPOGRAPHY AND MAINTENANCE

Grantees' sites are expected to be clear, level (flat 1.5% slope), free of obstacles, buried utilities, tree stumps, bedrock, or any concealed materials or conditions that result in additional construction labor or material costs. If local requirements dictate, site topography or soil conditions necessitate a professional land or geotechnical survey, the cost will be borne by the grantee. (Note: Please take into consideration existing conditions and drainage, final Grade & Elevations of Site Surfacing & Concrete will be dictated by existing sidewalks to maintain ADA Requirements.)

Sites shall permit unrestricted access for large construction equipment and delivery trucks and include a staging area for unloading and storage of build materials prior to installation. Upon completion of construction, general maintenance and upkeep of BlueCross Healthy Place equipment and environment will transfer to the grantee.

COMPLIANCE

All BlueCross Healthy Place designs comply with ASTM F 1487-17, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board; and ASTM F 3021-15, Standard Specification for Universal Design of Fitness Equipment for Inclusive Use by Persons with Functional Limitations and Impairments.

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving the purchase of two 72" Bobcat zero-turn mowers from Williams Equipment. *Sponsored by Daniel Lovett*

Staff Contact: Daniel Lovett, Public Works Director

STAFF RECOMMENDATION

City Staff recommends approval of resolution R-75-2022.

BUDGET IMPACT

This purchase is appropriated in the original budget for the State Street Aid Fund as part of the FY2023 Annual Budget.

DISCUSSION

The Bobcat mowers are commercial duty. The larger 72" cutting width will be more efficient. They will replace the 60" Hustler mowers in the fleet. The Hustlers will remain in the fleet to supplement the new mowers. The mowers will be purchased from the Sourcewell Purchasing agreement. They do not have to be bid out.

RESOLUTION R-75-2022

APPROVING THE PURCHASE OF TWO 2023 BOBCAT 72" MOWERS FROM
WILLIAMS EQUIPMENT OF MEMPHIS THROUGH SOURCEWELL CONTRACT
#040319-CEC.

WHEREAS, the City desires to purchase two mowers to be used for street and grounds maintenance for the Public Works Department; and,

WHEREAS, the mowers are available for order and purchase from Williams Equipment of Memphis through Sourcewell Contract #040319-CEC; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2023 Annual Budget for the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase two new 2023 Bobcat mowers in the amount of Twenty-Nine Thousand, Seven Hundred Sixty-Four Dollars and Seventy-Two Cents (\$29,764.72).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2023, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Bobcat

Product Quotation

Quotation Number: AMS-07290

Date: 2022-06-16 13:36:56

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF LAKELAND G3727 10001 Higway 70 Lakeland, TN 38002	Samuel Watson Williams Equipment and Supply Company, Memphis, TN 3655 AMERICAN WAY MEMPHIS TN 38118 Phone: (901) 366-9195 Fax: (901) 432-2317	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
ZT7072SW - ZT7000 Zero Turn Riding Mower	9997065	1	\$13,674.36	\$13,674.36
Engine:	- Throttle and Choke Cables 12 V Plug Outlet - Key Switch - Front Mounted Light - Extra High Back Full Mechanical Suspension Seat - Padded Arm Rest - Fore/Aft Adjustment - Seat Belt - Roll Over Protective Structure (ROPS) meets OSHA 1928.51 & 1928.52 - Meets standard ANSI/OPEI B71.4 - Anti-Vibration Foot Plate			
Deck:	- AirFXTM Cutting System - Air-Gap Baffles - XL Grass Discharge Chute - Front bull-nose designed - Deep profile - Adjustable front lips - Cast Iron Spindle Assemblies			
Engine Compartment:	- Rotating rear bumper 2 inch hitch receiver			
Tires:	- Drive Tires: 26 x 12 - 12 OTR - Caster Tires: 15 x 6.5 - 6 No Flat OTR			
Transmission:	Hydro-GearTM ZT-5400 2-Speed Hydrostatic Transaxle			
Operator Platform:	Instrumentation: Fuel Gauges, Hourmeter and PTO			
	Operator Controls:	- Hand Deck Lift Assist - Adjustable Foot Deck Lift Assist - Height of Cut Tethered Pin - Adjustable Control Levers - Fore/Aft/Up/Down		
	Warranty:	36 months, or 2000 hours whichever occurs first		

Total of Items Quoted	\$13,674.36
Dealer P.D.I.	\$50.00
Freight Charges	\$385.00
Dealer Assembly Charges	\$0.00
Other Charges: Material and Logistics	\$773.00
Quote Total - US dollars	\$14,882.36

***Prices per the Sourcewell Contract #040319-CEC.**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ **YES** _____ **NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving the purchase of a Caterpillar 416 backhoe loader from Thompson Caterpillar of Memphis. *Sponsored by Daniel Lovett*

Staff Contact: Daniel Lovett, Public Works Director

STAFF RECOMMENDATION

City Staff recommends approval of resolution R-77-2022

BUDGET IMPACT

This purchase is appropriated in the original budget for the State Street Aid Fund as part of the FY2023 Annual Budget.

DISCUSSION

This backhoe is to replace the Case 580 L in the fleet now. The 580 has reached the end of its operational life. The 580 is a safety and mechanical liability. This backhoe loader will be purchased from the existing state contract. No bid process is necessary for the purchase.

RESOLUTION R-77-2022

APPROVING THE PURCHASE OF A 2023 CATERPILLAR 416 BACKHOE LOADER
FROM THOMPSON CATERPILLAR OF MEMPHIS THROUGH STATE OF
TENNESSEE STATEWIDE CONTRACT #72877

WHEREAS, the City desires to purchase a backhoe loader to be used for street and stormwater repair for the Public Works Department; and,

WHEREAS, the Backhoe is available for order and purchase from Ford of Murfreesboro through State of Tennessee Statewide Contract #73320; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2023 Annual Budget for the State Street Aid Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase a new 2023 Caterpillar 416 backhoe loader in the amount of One Hundred Twelve Thousand, Five Hundred Fifteen Dollars and Ninety-Three Cents (\$112,515.93).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



June 30, 2022

CITY OF LAKELAND
10001 US HWY 70

LAKELAND, TENNESSEE 38002-8068

Dear Daniel Lovett,

We are pleased to present the following quotation for one new 416, equipped as follows:

416 07A BACKHOE LOADER CFG2 LANE 3 ORDER STICK, EXTENDABLE, 14FT, PILOT PT, 4WD/2WS PWR SHIFT, PILOT ENGINE, 70KW, C3.6 DITA, T4F HYDRAULICS MP, 6FCN/8BNK, PT CAB, STANDARD DISPLAY, STANDARD AIR CONDITIONER, T4F WORKLIGHTS (8) HALOGEN LAMPS SEAT, FABRIC BELT, SEAT, 2" SUSPENSION COUNTERWEIGHT, 530 LBS TIRES, 12.5 80/19.5L-24, GY STABILIZER PADS, FLIP-OVER BUCKET-MP, 1.3 YD3, PO LOADER BUCKET PINS CUTTING EDGE, TWO PIECE BUCKET-HD, 24", 6.2 FT3 INSTRUCTIONS, ANSI SERIALIZED TECHNICAL MEDIA KIT LINES, COMBINED AUX, E-STICK STANDARD RADIO (12V) PRODUCT LINK, CELLULAR, PLE643 BATTERY, HEAVY DUTY GUARD, STABILIZER MIRRORS, EXTERNAL, BOTH SIDES PACK, DOMESTIC TRUCK SHIPPING/STORAGE PROTECTION RUST PREVENTATIVE APPLICATOR	WARRANTY																					
	Months:	60																				
	Hours:	3000																				
	Description:	Powertrain + Hydraulic																				
	Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 3 Months of use.																				
<table><tr><th rowspan="2">Months</th><th colspan="2">Arrears</th></tr><tr><th>Payment</th><th>Rate</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>			Months	Arrears		Payment	Rate															
Months	Arrears																					
	Payment	Rate																				

Purchase Price *(plus applicable taxes)*: \$112,515.93

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Aaron Bruback

Sales Representative
Thompson Machinery

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving a contract with Traf-Mark Industries, LLC for the FY23 pavement marking project. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-82-2022.

BUDGET IMPACT

This expenditure is appropriated in the original budget for the State Street Aid Fund as part of the FY2023 Annual Budget.

DISCUSSION

The Fiscal Year 2023 Pavement Marking project includes re-striping Evergreen Road and Old Brownsville Road. The City received sealed bids for the project on July 26, 2022. One bid was received from Traf-Mark Industries in the amount of \$40,701.00. City staff recommends a contingency be authorized in the amount of \$10,000 for unforeseen costs associated with the project, as reflected in the resolution. The striping will be 60 mil spray thermoplastic material with glass beads for reflectivity.

RESOLUTION R 82-2022

APPROVING A CONTRACT WITH TRAF-MARK INDUSTRIES, LLC FOR THE FISCAL
YEAR 2023 PAVEMENT MARKING PROJECT

WHEREAS, the City desires to re-stripe Evergreen Road and Old Brownsville Road;
and,

WHEREAS, Traf-Mark Industries, LLC was the lowest qualified bidder on July 26,
2022, for the Fiscal Year 2023 Pavement Marking Project; and,

WHEREAS, Traf-Mark Industries, LLC is willing and able to provide these services as
specified in the Contract documents; and,

WHEREAS, Funding for this contract will be appropriated in the Fiscal Year 2023
Annual Budget for the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of
Lakeland Tennessee, that the City Manager is hereby authorized and directed to
execute, and the City Recorder attest, an agreement with Traf-Mark Industries, LLC for
the Fiscal Year 2023 Pavement Marking Project in the amount of Forty-Nine Thousand
Seven Hundred One Dollars (\$49,701.00).

BE IT FURTHER RESOLVED that the Board of Commissioners authorize an additional Ten
Thousand Dollars (\$10,000) for a construction contingency fund to be used to pay for
items that may arise outside of the unit bid prices and for unforeseen work and that the
City Manager is hereby authorized to make verified partial payments when necessary
throughout the project to a total fixed cost amount of Fifty-Nine Thousand Seven
Hundred One Dollars (\$59,701.00).

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this
11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Traf-Mark Industries, LLC hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of installing pavement markings; and,

WHEREAS Traf-Mark Industries, LLC is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for **Fiscal Year 2023 Pavement Markings** , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 21, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 28, 2022.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper

extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Forty Thousand Seven Hundred One Dollars (\$40,701.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 No Addenda
- 8.6 Performance Bond
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: FY23 Pavement Markings)

DATED this _____ day of _____, 2022

ATTEST:

CONTRACTOR:
Traf-Mark Industries, LLC
280 Mann Drive
Piperton, TN 38017

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____
Debra Murrell
Title: City Recorder

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Michael Walker
Title: Interim City Manager

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving an amendment to the project development contract between the City of Lakeland, TN and Lakeland Town Center, LLC.
Sponsored by Emily Harrell

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-83-2022.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

The Lakeland Commons Planned Development approval includes improvements to the intersection of Highway 70 and Seed Tick Road. These improvements consist of realignment of the intersection and installation of a traffic signal. Additionally, TDOT requires Highway 70 to be widened to provide a protected left turn from Highway 70 onto Seed Tick Road.

The City will be managing the project due to right of way acquisition of private property. The Developer will be responsible for all costs, less the difference in cost of a span line signal versus a mast arm signal. The proposed Development Contract formalizes the Developer's requirement for reimbursement of costs related to the signal design, right of way, and construction.

RESOLUTION R-83-2022

APPROVING AN AMENDMENT TO THE PROJECT DEVELOPMENT CONTRACT
BETWEEN THE CITY OF LAKELAND, TENNESSEE AND LAKELAND TOWN
CENTER, LLC

WHEREAS, Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 39.36 acres, also identified by Parcel ID # LO150 00479C and LO150 00332 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site to be known as LAKELAND COMMONS PLANNED DEVELOPMENT ("Subdivision"); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, streets, curbs, gutters, sidewalks, street name signs, and traffic control devices in connection with development of the Subdivision at its own cost; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute an amendment to the project development contract between the City of Lakeland, Tennessee and LAKELAND TOWN CENTER, LLC.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

**AMENDMENT TO PROJECT DEVELOPMENT CONTRACT
BETWEEN CITY OF LAKE LAND, TENNESSEE AND
LAKE LAND TOWN CENTER, LLC**

This AMENDMENT to the PROJECT DEVELOPMENT CONTRACT, dated July 8, 2019, is made and entered into this the 11th day of **August 2022**, by and between **Lakeland Town Center, LLC**, a Tennessee limited liability company (“Developer”), and **THE CITY OF LAKE LAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

WHEREAS, Developer has previously entered into a Development Contract with the City with respect to the Planned Mix-Use Development known as Lakeland Commons (“Development”); and

WHEREAS, the City requires, as part of the Development Project, certain improvements to the intersection of Seed Tick Road and Highway 70 to accommodate the installation of a traffic signal at the intersection (the “Improvements”); and

WHEREAS, the Developer was required to install the Improvements pursuant to the Development Contract dated July 8, 2019; and

WHEREAS, the Improvements require the acquisition of certain rights-of-way and easements so the City desires to control the design and construction of the Improvements and have the Developer reimburse the City for certain expenses related to the same.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree to amend the Development Contract as follows:

Paragraph 31 shall be deleted and replaced with the following:

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer. Except as otherwise stated herein, the Developer further agrees to reimburse the City for off-site improvements at or near the intersection of Seed Tick Road and Highway 70 including any and all related fees, expenses, and costs because said improvements are necessary due to the traffic impact of the Development.
 - a. The City agrees to design and construct, or cause to be designed and constructed, certain improvements at the intersection of Seed Tick Road and Highway 70 which include any and all improvements necessary to accommodate the installation of a mast-arm traffic signal of similar design to

other signal(s) located in the City (collectively “Improvements”). The Developer agrees to reimburse the City for all fees, costs, and expenses related to the Improvements including fees, costs, and expenses related to any design, right-of-way or easement acquisition, permits, and construction. The City agrees to contribute Forty Thousand Dollars (\$40,000.00) towards the cost of the mast arm signal. The City’s contribution represents the estimated difference between a span line signal and mast arm signal. The Developer agrees that the City’s contribution is limited to Forty Thousand Dollars (\$40,000.00) irrespective of the final cost difference between the two types of signals.

- b. The total eligible estimated costs of design, right-of-way acquisition, permits, and construction of the above Improvements is Eight Hundred Fifty Thousand Dollars (\$850,000.00) for the Development Project.
- c. **APPROVAL OF CONTRACTS AND AGREEMENTS.** The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers, and construction bids associated with the Improvements. The City agrees to notify the Developer of the actual cost of all Improvements which shall be reimbursed by the Developer.
- d. **APPROVAL OF CONSTRUCTION DOCUMENTS.** Prior to starting right-of-way acquisition, easement acquisition, and construction, the City agrees to submit construction documents to the Developer. Any failure to submit construction documents prior to right-of-way acquisition, easement acquisition, or construction shall not result in the loss of reimbursement to the City.
- e. **PERMITS.** City, or its designee, shall be responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.
- f. **ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION.** Developer agrees to dedicate any necessary temporary slope, temporary construction, access, and utility easements to the City at no cost.
- g. **OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.**
 - i. The City shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements, which required right-of-way and easements shall be more specifically identified following the design of the Improvements.
 - ii. The Developer agrees to reimburse the City for costs incurred as a result of the Improvements.
- h. **REIMBURSEMENT.**
 - i. The City agrees to submit monthly invoices to the Developer during the course of design, right-of-way acquisition, easement acquisition,

permitting and construction, which invoices shall be payable within thirty (30) days of submittal.

- ii. Developer may request copies of contracts, checks, or other proof of payment and invoices associated with the roadway Improvements.
- iii. The following costs up to the amount stated in Paragraph 31(a) are excluded from reimbursement: the difference between the estimated cost of the span line and actual cost of the mast arm.

i. **SECURITY.**

- i. Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City (“Security”) in the amount of \$810,000.00 which is equal to the estimated cost of all Improvements referenced in or arising out of this Amendment less the City contribution referenced in Paragraph 31(a). Developer agrees that Developer will not receive a reduction in any Security currently held pursuant to the Development Contract until all Improvements referenced in the Project Development Contract, as amended, are completed or additional adequate Security is provided. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.



Board of Commissioners

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving a professional services agreement with Cannon and Cannon, Inc. for design of a traffic signal at Highway 70 and Seed Tick Road.
Sponsored by Emily Harrell

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-84-2022

BUDGET IMPACT

There is no budgetary impact related to this item, as the developer is responsible for these costs.

DISCUSSION

The Lakeland Commons Planned Development approval includes improvements to the intersection of Highway 70 and Seed Tick Road. These improvements consist of realignment of the intersection and installation of a traffic signal. Additionally, TDOT requires Highway 70 to be widened to provide a protected left turn from Highway 70 onto Seed Tick Road. The City will be managing the project due to the right of way acquisition.

The City issued an RFQ for Professional Engineering Services in June 2022. Three proposals were received and evaluated by the Consultant Selection Committee. The committee selected Cannon and Cannon, Inc. based on their qualifications, experience with local signal projects and the overall quality of the proposal.

RESOLUTION R-84-2022

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CANNON AND
CANNON, INC. FOR DESIGN OF A TRAFFIC SIGNAL AT HIGHWAY 70 AND SEED
TICK ROAD

- WHEREAS,** the Lakeland Town Square Planned Development traffic study warranted a traffic signal at Highway 70 and Seed Tick Road; and,
- WHEREAS** the State of Tennessee Department of Transportation requires the intersection be widened to include a protected left turn lane; and,
- WHEREAS** the City of Lakeland is managing the signal project due to the right of way acquisition that will be required: and,
- WHEREAS** all design related costs will be paid by the Developer, Lakeland Town Center, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lakeland, Tennessee, that the City Manager is authorized to execute a professional services contract with Cannon and Cannon, Inc. for the design of a traffic signal at Highway 70 and Seed Tick Road.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

WITNESSETH:

WHEREAS, the Owner is undertaking installation of a new traffic signal at the intersection of Highway 70 and Seed Tick Road; and,

WHEREAS, the Project requires professional services for project management, survey, capacity analysis, design, bid services and construction administration; and,

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

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

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

1. SCOPE OF SERVICES:

Contractor shall perform the following services in connection with and respecting the Project:

The scope of services related to this project are outlined in the attached Fee Proposal.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period that may reasonably be required for the completion of the Project but will not exceed 180 calendar days from the date of the contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed a lump sum fee of Seventy Thousand Six Hundred Dollars (\$70,600).

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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

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

DATED THIS day of , 2022.

APPROVED AS TO FORM:

CONTRACTOR:

Cannon and Cannon, Inc.
51 Germantown Court, Suite 111
Memphis, TN 38018

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Debra Murrell
City Recorder

Mike Cunningham
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNERSHIP OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE:

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

LIMITS

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

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

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

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

12. INTENT:

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

14. GOVERNMENTAL TORT LIABILITY ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Tort Liability Act, , Tennessee Code Annotated § 20-29-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have including those found in the Tennessee Governmental Tort Liability Act.

July 29, 2022

Ms. Emily Harrell P.E.
City Engineer
City of Lakeland
10001 US 70
Lakeland, Tennessee 38002

**RE: Scope of Services and Fee Proposal
 US 70/Seed Tick Road Signalization and Roadway Design**

Dear Emily:

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the US 70/Seed Tick Road Signalization and Intersection Modification design. CCI responded to a Request for Qualifications from the City of Lakeland seeking qualified firms to perform engineering services for this project. The City of Lakeland subsequently chose CCI, along with CCI's teaming partners, THY, Inc., to perform engineering services for this project. This effort will include project management, engineering analysis documentation, field survey, and data collection, capacity analysis, traffic signal design, pre-bid services, bid phase services, construction phase services, and signal timing plans and fine-tuning.

PROJECT OVERVIEW

The engineering services for this project will generally include the survey, analysis, design, and signal timing of a new traffic signal for the US 70/Seed Tick Road intersection.

A detailed description of the Scope of Services, Fee, and Schedule is listed on the following pages.

TASK 1 – PROJECT MANAGEMENT

Task 1 will be an ongoing task throughout the project, which will include coordination, status meeting coordination, preparation of meeting minutes, general project management, and accounting activities. The meetings will include a Project Kickoff Meeting as well as status update meetings at various milestone points throughout the project.

TASK 2 – FIELD SURVEY AND DATA COLLECTION

Task 2.1 – Topographic Survey:

1. The survey shall be tied to the Tennessee State Plane Coordinate System NAD83 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
2. The survey shall be tied to NAVD88 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
3. Topographic survey in accordance with the technical standards of the State of Tennessee at the time the survey is performed.

4. The survey limits are shown by the bold yellow line on the attached Exhibit A. The survey limits along Highway 70 shall be a 100 feet wide section centered on the existing centerline. The outline of the bridge will be shown for reference only. Topographic information will not be gathered on the ditch, as it is at the western extent of the survey limits.
5. The survey limits along Seed Tick Road shall be 80 feet wide centered on the existing centerline, and shall extend southward approximately 400 feet from the centerline intersection of Seed Tick Road and Highway 70.
6. Property lines shall be shown as per the record documents and found property monuments. Full boundary surveys will not be performed on the properties along Highway 70.
7. Only easements shown on the record documents shall be shown on the survey.
8. Above ground, visible utilities shall be shown on the survey.
9. Only those underground utility marks by the utility owners based upon a Tennessee One Call locate request and utility maps obtained from local utility companies shall be shown.
10. Utility marks placed by a private utility location company will be located and shown on the survey.
11. Sewer and drainage invert information within the survey area within the survey area Highway 70-Seed Tick Road Survey Proposal.docx 1760 Moriah Woods Blvd., Suite 1, Memphis, TN 38117 Tel: 901-362.3300 Fax: 901-685.1912 shall be shown on the survey.
12. The contour interval for this survey will be 1-foot contours, with key spot elevations noted as determined during the survey.
13. Individual trees will not be shown. Groups of trees will be shown as tree lines or groups of trees.
14. It is anticipated that approximately eight (8) right of way/easement plats will be required once the turning lane design has been sufficiently developed. This is included in this scope of services. Property corners will not be set as a part of any right-of-way acquisitions.
15. The survey shall be drafted at a plot scale of 1"=20'.

Deliverables:

- **Topographic Survey plotted at 1" = 20" scale**
- **Up to eight (8) ROW/easement plats for use in acquisition**

Task 2.2 – Field Inventory:

CCI will conduct a field inventory visit to the intersection. During this field visit, CCI will verify the existing physical features from the field survey and inventory. CCI will note speed limits and adjacent land uses. Potential locations for the controller cabinet and signal poles will be identified. CCI will observe existing traffic operations and identify any operational deficiencies associated with the geometric layout of the intersection.

Task 2.3 – Traffic Counts:

CCI will perform intersection turning movement counts for all intersection approaches. Traffic counts will be summarized in 15-minute increments and summarized by peak hours to evaluate capacity, evaluate signal operations, and develop signal timing plans. Traffic counts will be conducted for up to 8 hours on a typical weekday at each intersection.

Deliverables:

- Intersection turning movement counts

TASK 3 – CAPACITY ANALYSIS

CCI will estimate peak hour volumes for the intersection for the design year (determined by the City) or approximately five years after the anticipated construction completion year. The projected turning movement volumes will be estimated using the growth rates from historic traffic counts on adjacent roadway segments. The estimated turning movement volume will be used to develop the proposed traffic signal design and signal phasing.

CCI will develop an intersection operations analysis model using *Synchro / SimTraffic* software. An operations analysis will be performed consistent with the current *Highway Capacity Manual*. Based on the results, appropriate left turn phasing and the applicability of right turn overlaps will be evaluated. Queuing analyses will also be conducted based on the recommended signal phasing. The adequacy of the existing storage length for left turn lanes will be determined. CCI will deliver the *Synchro / SimTraffic* files to the City for review.

Deliverables:

- *Synchro / SimTraffic* analysis files
- Memorandum summarizing the analysis results and proposed signal phasing

TASK 4 – TRAFFIC SIGNAL DESIGN

CCI will prepare traffic signal design plans for the intersection in accordance with MUTCD, TDOT, and City of Lakeland standards. CCI will contact the City with any questions on plan formatting. The information shown in the traffic signal plan set shall include, but is not limited to, the following:

- Signal pole and mast arm layout
- Controller cabinet layout
- Signal head displays
- Push button orientation and phase assignment (if required)
- Vehicle detection layout
- Signal head and detection zone identification
- Pull box and conduit layout
- Wiring and conduit diagram
- Phasing diagram
- Sequence chart
- Display wiring schematic
- Curb ramp and pedestrian crossing layout (if required)
- Sign and marking details
- Traffic control plans

Task 4.1 – ROW Plans:

ROW Field Review plans will be submitted to the City and TDOT for review and comment. CCI will incorporate these comments and will submit Final ROW plans to both agencies. ROW plans will also be submitted to local utilities to determine potential conflicts with their facilities. ROW plan submittals will be in electronic PDF format, and hard copy plan sets will be provided upon request.

Task 4.2 – Construction Plans:

CCI will develop construction plans, which will include quantities, standard drawings, special notes, and other details not yet developed with ROW plans. A Construction Field Review plan set will be submitted to the City and TDOT for review and comment. CCI will incorporate these comments and will submit Final Construction plans to both agencies. Construction plan submittals will be in electronic PDF format, and hard copy plan sets will be provided upon request.

Deliverables:

- ROW Field Review Plans
- Final ROW Plans
- Construction Field Review Plans
- Final Construction Plans
- CAD files of final construction plans

Task 4.3 – Geometric Design (Turn Lanes on US 70)

The project consists of widening US 70 to establish a westbound left turn lane at Seed Tick Road and a transition taper on the west side of Seed Tick Road. The eastbound approach to the intersection has already been improved along the frontage of the Lakeland Town Center development. The westbound left turn lane length and the transition will be based on existing turning movement counts and future traffic projections.

The design effort will also include an iterative process for maximizing the proposed turn lane dimensions within the existing right-of-way while minimizing the impacts on the adjacent properties.

TASK 5 – PRE-BID SERVICES**Task 5.1 – Utility Coordination:**

For all utility companies who indicate that they own facilities in the project area, CCI will submit utility coordination letters and Final ROW plans for the utilities to determine potential conflicts. Should conflicts arise, CCI will coordinate with utilities to mitigate the conflict or relocate their facilities. It is anticipated that utility companies will hire their consultant to perform relocation design.

CCI will package all utility correspondence together and will submit a Utility Certification letter to the City of Lakeland.

Task 5.2 – ROW:

CCI will submit Final ROW plans to the City and the TDOT Region 4 ROW Office for review in determining ROW impacts. ROW acquisitions and/or easements will be needed on this project. It is anticipated that up to eight (8) properties could be impacted. The CCI team will prepare ROW/easement plats (as needed) for the properties where acquisition is required.

Task 5.3 – Technical Special Provisions:

It is anticipated that no technical special provisions will be required beyond the specifications already developed by TDOT and the City of Lakeland. It is also anticipated that no new proprietary item requests will be needed with this project.

Task 5.4 – Construction Cost Estimate:

CCI will develop estimated quantities for the project with unit costs and will determine an engineer's estimate of probable construction cost. A preliminary construction cost estimate will be submitted with the Final ROW plans, and the final construction cost estimate will be submitted with stamped Construction plans.

Task 5.6 – Bid Book and Advertisement to Bid:

CCI will prepare a bid book contract proposal and advertisement to bid based on the City of Lakeland's requirements. A draft bid book and advertisement to bid will be submitted to the City of Lakeland to get approval for the Construction Phase Notice to Proceed.

Deliverables:

- ROW documents
- Preliminary construction cost estimate
- Final construction cost estimate
- Draft advertisement to bid
- Draft bid book

TASK 6 – BID PHASE SERVICES

Upon receiving the Notice to Proceed to Construction Phase, CCI will finalize the advertisement to bid and bid book. CCI will submit the final bid advertisement to the City of Lakeland and will create hard copies of the bid book to be picked up by bidders. CCI will also conduct the pre-bid meeting, respond to bidders' questions, and prepare bid addenda as needed. CCI will be present at the bid opening and will tabulate contractors' bids. CCI will prepare a recommendation of award letter for review and concurrence from the City.

Deliverables:

- Final advertisement to bid
- Final bid book
- Addenda (as needed)
- Bid tabulations
- Recommendation of award letter

TASK 7 – CONSTRUCTION PHASE SERVICES

CCI will attend the pre-construction conference and will assist the City in responding to issues that arise at the meeting related to design. CCI will respond to contractor questions related to design during construction and will assist the City in preparing documents for design changes if necessary.

Construction Engineering & Inspection (CEI) is not included in the scope of services; however, it may be added as Additional Services at a later time at the request of the City.

TASK 8 – SIGNAL TIMING PLANS AND FINE-TUNING**Task 8.1 – Signal Timing Development:**

CCI will develop basic intersection timing. These time values include, but are not limited to, minimum green, passage, yellow change, red clearance, walk, flashing don't walk, max green 1, and max green 2. Volume density and/or max 3 timing will be developed if required.

CCI will develop coordination timings at the intersection. These settings will be based on the existing time of day and cycle length settings of the adjacent traffic signal at US 70/Canada Road. CCI will develop splits and offsets to fit this new signal in the existing signal system.

CCI will submit coding sheets to the City for review and comment.

Task 8.2 – Field Fine Tuning:

Upon final acceptance and activation of the traffic signals, CCI will conduct field fine-tuning of the proposed signal timings to provide efficient traffic signal operations. The field fine-tuning work will be conducted for the AM peak, the PM peak, and the midday/off-peak periods during a typical work day. Finalized signal timings will be submitted to the City of Lakeland after the field fine-tuning work.

Deliverables:

- Draft coding sheets for review
- Final proposed signal timing coding sheets before implementation
- Final signal timing coding sheets after implementation
- Final *Synchro* files

TASK 9 – ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if authorized by the City of Lakeland. Compensation for additional services will be agreed upon before their performance.

- Attendance at public hearings
- Attendance at additional meetings and/or field visits during the Construction Phase
- Construction Engineering and Inspection (CEI)
- Other services as requested

Fee:

The fee development is as follows:

Survey (Topo, base plotting and acquisition plats)	\$27,000
Geometric Design	\$17,000
Signal Design (and specifications)	\$21,600
<u>Bid Phase Services</u>	<u>\$ 5,000</u>
Total	\$70,600

We will invoice this amount on a lump sum basis, with monthly invoices to be issued by estimates of the percent complete of the project.

Regarding the project schedule, we anticipate the following major milestone dates:

Notice-To-Proceed	September 1, 2022
Field Survey/Validation	September 15 – October 15, 2022
Geometric Design	October 15 – December 15, 2022
Signal Design	December 15, 2022 – February 15, 2023
ROW/Easement Plat Development	December 15, 2022 – February 15, 2023
Final Construction Plan Submission	March 1, 2023

If the outlined terms of this proposed budget supplement agreement are acceptable, please have this document signed in the space provided and return a copy via e-mail for our records.

Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Wain Gaskins, P.E.
Vice President

Attachment:

Accepted Printed Name

Signature

Date

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - amending Resolution 2020/10-04 approving a concept sanitary sewer plan for Evergreen Planned Development. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-87-2022.

BUDGET IMPACT

There is no budgetary impact of this resolution.

DISCUSSION

The Board of Commissioners, upon recommendation from the Board of Sewerage Commission, approved a Concept Sanitary Sewer Plan for Evergreen Planned Development in October 2020 with the condition that a development contract could not be executed for any phase of the development until the new Clear Creek Interceptor is constructed. The condition was a result of capacity concerns with the existing Clear Creek Interceptor current flows and future approved flows. The City is in the final stages of acquiring funding through the SRF loan program for construction of the new Clear Creek Interceptor and development in approved subdivisions has not met expected demands. Lakeland Meadows recently recorded Phase 1 plat which includes 33 lots of 367 total approved lots. Estates of Chambers Chapel has an approval for 70 lots, however a development contract has not been executed for any phase.

The existing Clear Creek Interceptor has capacity to accept wastewater flows from Evergreen PD while the new Clear Creek Interceptor is under construction.

Staff recommends amending the Concept Sanitary Sewer Plan approval to remove Item 2 to allow the execution of a development contract while the new Clear Creek Interceptor is being constructed.

RESOLUTION R-87-2022

AMENDING RESOLUTION 2020/10-04 APPROVING A CONCEPT SANITARY SEWER PLAN FOR EVERGREEN PLANNED DEVELOPMENT

WHEREAS, the Owner of record of certain parcels of land located within the corporate limits of the City of Lakeland, further identified by Shelby county Tax Assessor Parcel ID L0140 00071 has requested review and approval of a concept sanitary sewer plan to service a proposed development upon said parcel known as Evergreen Planned Development; and,

WHEREAS, the City Engineer has reviewed the concept sanitary sewer plan submitted by said property owner and finds the concept plan, as submitted, to be both feasible and not detrimental to the overall sanitary sewer system for the City of Lakeland; and,

WHEREAS, the Board of Commissioners finds that it may be in the best interest of the users of the City of Lakeland sanitary sewer system to allow a maximum of 130 gpm of flow that may be created upon the aforementioned parcel of land at a later date to connect to the City of Lakeland sanitary sewer system.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Resolution 2020/10-04 be amended as follows:

1. The concept sanitary sewer plan submitted by the owner of record of parcels of property located within the corporate limits of the City of Lakeland, further identified by the Shelby County Tax Assessor Parcel Identification L0140 00071, to service a proposed development upon said parcel known as Evergreen Planned Development, producing a maximum of 130 gpm of flow that may be created at a later date is hereby approved for a period of three (3) years from the date of passage of this resolution.
2. ~~A development contract shall not be executed for any phase of the Evergreen Planned Development until the new Clear Creek Interceptor is constructed providing capacity for the additional sanitary sewer generated from the Development.~~
3. If at any point in time, subsequent to Preliminary Development Plan approval, approval(s) of the proposed development on said parcel of property by the Lakeland Municipal Planning Commission and/or Lakeland Board of Commissioners should lapse due to passage of time, this resolution shall become null and void and no approval of any concept sanitary sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.

RESOLUTION R-87-2022

AMENDING RESOLUTION 2020/10-04 APPROVING A CONCEPT SANITARY
SEWER PLAN FOR EVERGREEN PLANNED DEVELOPMENT

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this
11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - approving a residential subdivision development contract with Evergreen PD, LLC for Evergreen Planned Development Phase 1.
Sponsored by Emily Harrell

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-86-2022.

BUDGET IMPACT

There are no budgetary expenditures related to this resolution. The development fees (revenues) for Phase 1 of Evergreen PD are as follows:

General Fund - \$84,296.78

Sewer Fund - \$130,200.00

DISCUSSION

Evergreen Planned Development is a 138-lot residential subdivision on approximately 80 acres located at the corner of Evergreen Road and Old Brownsville Road. The Outline Plan was originally approved in 2007. An amendment to the Outline Plan and a Preliminary Development Plan was approved by the BOC in October 2020. The sewer approval was also granted in October 2020 with the condition that the Development Contract could not be executed until the new Clear Creek Interceptor is constructed. The condition was placed on the sewer approval due to the existing Clear Creek Interceptor nearing capacity with existing and approved future flows.

The City has been diligently working to obtain a loan through the State Revolving Fund (SRF) to fund the construction of the Clear Creek Interceptor since December 2019. The City has received the loan documents which are before this body for approval. It is anticipated to take three to four months for the State to close the loan, which pushes the bid for construction to December 2022.

The developer has completed the clearing and grading through a Land Disturbance Permit and is eagerly awaiting a Development Contract to begin installing infrastructure. Given the two year delay associated with the SRF Loan program and the lack of development activity with Lakeland Meadows PD and Estates of Chambers Chapel PD, Staff recommends

approving the Development Contract for Evergreen PD Phase 1. The existing Clear Creek Interceptor has sufficient capacity at this time to accept flows from Phase 1.

RESOLUTION R-86-2022

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH EVERGREEN PD, LLC FOR A 42-LOT SUBDIVISION TO BE KNOWN AS EVERGREEN PLANNED DEVELOPMENT PHASE 1

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 79.61 acres, also identified by Parcel ID # LO140 00326 LO140 00327 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 42-lot subdivision to be known as **EVERGREEN PLANNED DEVELOPMENT PHASE 1** ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and

RESOLUTION R-86-2022

APPROVING A RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT WITH
EVERGREEN PD, LLC FOR A 42-LOT SUBDIVISION TO BE KNOWN AS
EVERGREEN PLANNED DEVELOPMENT PHASE 1

recommendation of the City Engineer and the City Planner or person(s)
designated by the City Manager; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a development contract with **EVERGREEN PD, LLC** for a 42-lot subdivision to be known as **EVERGREEN PLANNED DEVELOPMENT PHASE 1.**

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 11th day of August 2022, the public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2022**, by and between **EVERGREEN PD, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agriculture which contains approximately 79.61 acres, also identified by Parcel ID # 140 00326 and LO140 00327 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop the Subdivision Site into a 42-lot subdivision to be known as **Evergreen Planned Development Phase 1** (“Subdivision”); and

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan approved by the BOC on July 5, 2007, Outline Plan Amendment approved November 13, 2014, Outline Plan Amendment dated September 17, 2020 approved by the MPC on September 17, 2020 and BOC on October 22, 2020, Preliminary Development Plan dated September 9, 2020 approved by the MPC on September 17, 2020 and BOC on October 22, 2020 and Construction plans approved by City Engineer May 25, 2021, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

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

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

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

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

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

OWNERSHIP

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

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

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

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

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

SECURITY

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

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Thirty-Nine Thousand One Hundred Thirty-One Dollars and Forty Cents (\$239,131.40)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

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

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

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

INSURANCE

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

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

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

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

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

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

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

(6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

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

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

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

TIME SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WARRANTY

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

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

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

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

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

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

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

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

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

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Thirty Thousand Two Hundred Dollars (\$130,200)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

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

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

STREETS

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

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

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

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

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

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

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

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

SIDEWALKS

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

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

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

EROSION, SEDIMENT AND DEBRIS

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

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

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

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

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Twenty-One Thousand Dollars (\$21,000)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

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

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

contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

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

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

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

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

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

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

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

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

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

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

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Twelve Thousand Six Hundred Dollars (\$12,600)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Thirteen Thousand One Hundred Dollars (\$13,100)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Four Thousand Three Hundred Dollars (\$4,300)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **Two Thousand Two Hundred Fifty Dollars (\$2,250)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **One Thousand Two Hundred Thirty Dollars (\$1,230)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Four Thousand Two Hundred Dollars (\$4,200)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Four Thousand Two Hundred Twenty Dollars (\$4,220)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee (per lot)

54. Developer agrees to pay to the City the sum of **Two Thousand One Hundred Dollars (\$2,100)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **One Thousand Two Hundred Forty-Four Dollars (\$1,244)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

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

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or

subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

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

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

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

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

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

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

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Eighteen Thousand Fifty-Two Dollars and Seventy-Eight Cents (\$18,052.78)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

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

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

- (ii) DEVELOPER
EVERGREEN PD, LLC
ATTN: RON MAY
10971 CHAPEL HILL ROAD
LAKELAND, TN 38002
Telephone: **(901) 277-1696**

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

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

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

(1)	Sewer Development Fee	\$130,200.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$21,000.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$12,600.00
(8)	Construction Inspection Fee	\$13,100.00
(9)	Administrative Review Fee	\$4,300.00
(10)	Geographical Information Systems Fee	\$2,250.00
(11)	Natural Resources Inventory & Analysis Fee	\$1,230.00
(12)	Parkland Improvement Fee	\$4,200.00
(13)	Tree Removal Fee	\$4,220.00
(14)	Warning Siren Fee	\$2,100.00
(15)	Parkland Review Fee	\$1,244.00
(16)	Parkland Dedication Fee	<u>\$18,052.78</u>
	Total	\$214,496.78

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2022**.

DEVELOPER:
EVERGREEN PD, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

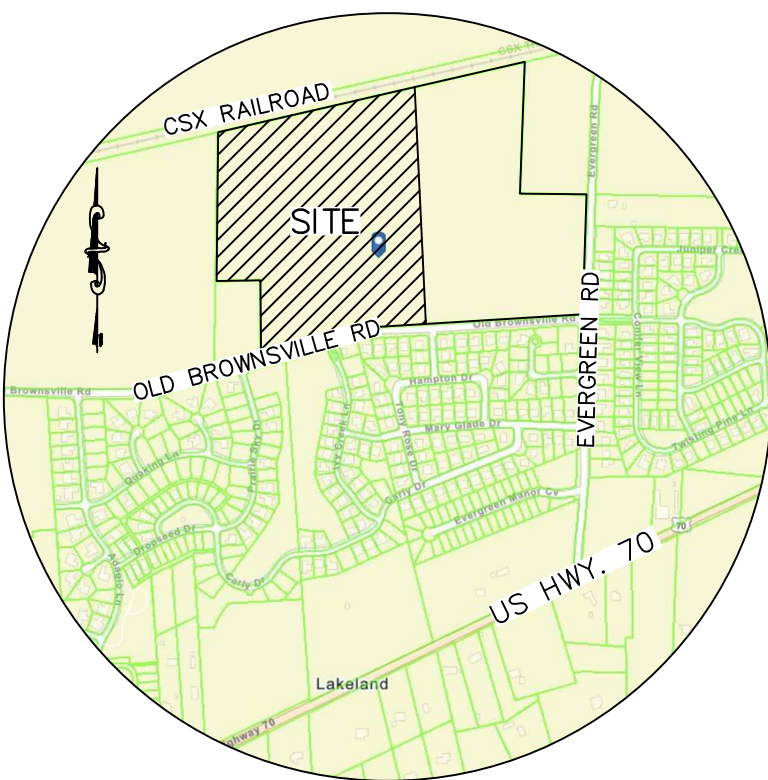
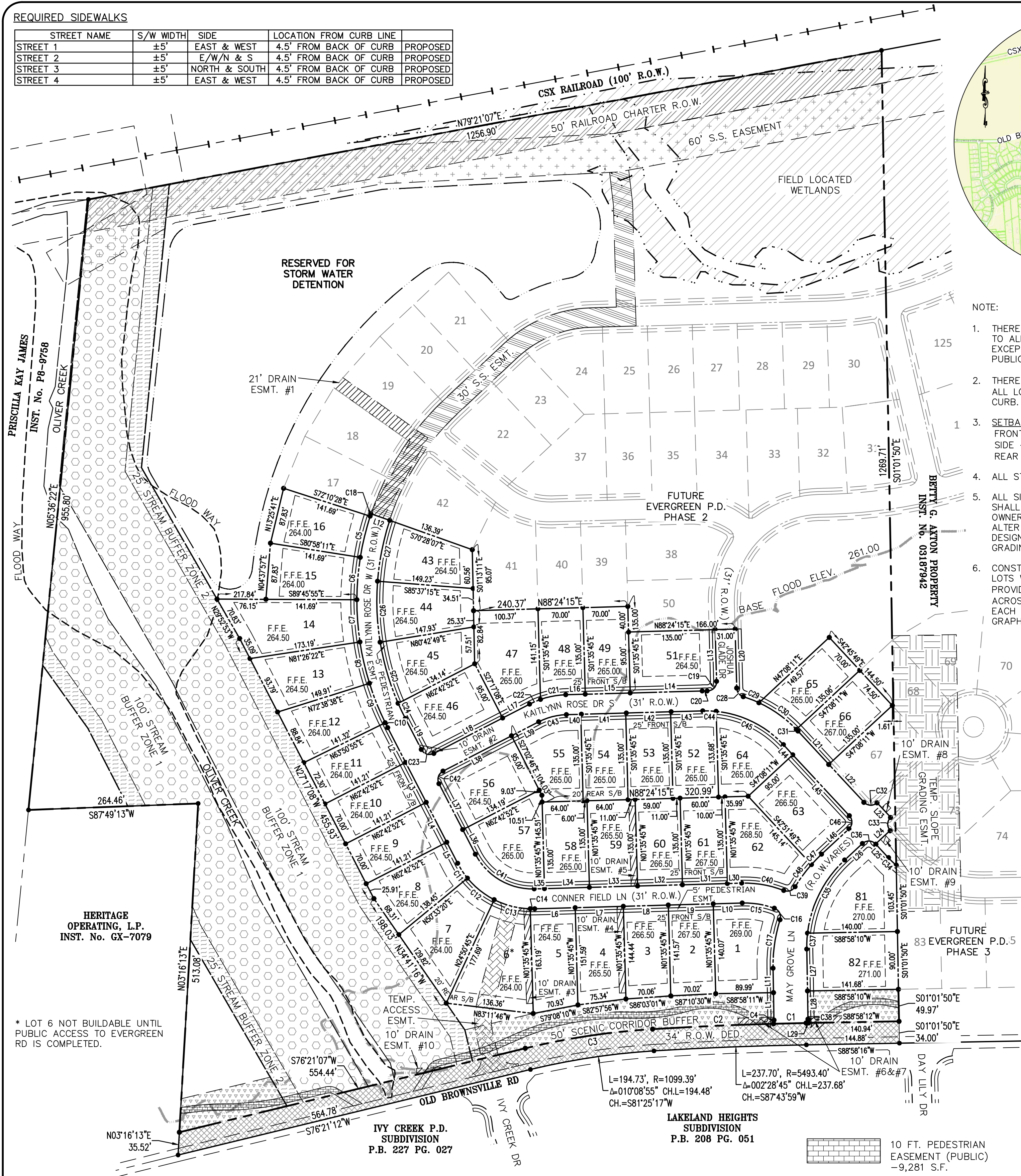
My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet				
Evergreen Subdivision Phase 1				
	Per Lot Fee		42 Lots	42.2
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00	\$130,200.00		
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00			
Sewer Connection Fee (per connection)		N/A		
Drainage Control Fee w/basin (per lot)	\$500.00	\$21,000.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00	N/A		
Engineering Review Fee (per lot)	\$300.00	\$12,600.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00	\$13,100.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies	\$4,300.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies	\$1,230.00		
Street Light Fee	100% of Cost	N/A		
Road Cut Fees	\$35.00			
Warning Siren (per lot)	\$50.00	\$2,100.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00	\$4,220.00		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies	\$2,250.00		
Parkland Improvement Fee (per lot)	\$100.00	\$4,200.00		
Parkland Review Fee	100+\$20/acre	\$1,244.00		
		Total =	\$196,444.00	
	Acres/Lot =	1.0047619		
Park Land Formula (D=LxAxPxM)				
L=Number of Lots (D.U.)	L =	42		
A=Avg. Family Size - use 2.94	A =	2.94		
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010		
M=Density Multiplier from Table 2 of Sub. Regs	M =	1		
D=Dedication in acres	D =	1.2348	Acres	
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of	
Total Dollar Value Required in Lieu of Dedication		=	\$18,052.78	
Total Amount Due			\$214,496.78	

REQUIRED SIDEWALKS

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURB LINE	
STREET 1	±5'	EAST & WEST	4.5' FROM BACK OF CURB	PROPOSED
STREET 2	±5'	E/W/N & S	4.5' FROM BACK OF CURB	PROPOSED
STREET 3	±5'	NORTH & SOUTH	4.5' FROM BACK OF CURB	PROPOSED
STREET 4	±5'	EAST & WEST	4.5' FROM BACK OF CURB	PROPOSED



- NOTE:
1. THERE IS A 5' UTILITY EASEMENT ADJACENT TO ALL SIDE AND REAR LOT LINES WITH THE EXCEPTION OF THOSE SIDE LOTLINES WITH PUBLIC DRAINAGE EASEMENTS.
 2. THERE IS A 5' PEDESTRIAN EASEMENT ALONG ALL LOTS OFFSET 4.5' FROM THE BACK OF CURB.
 3. SETBACK REQUIREMENTS:
FRONT - 25'
SIDE - 5'
REAR - 20'
 4. ALL STORM DRAIN EASEMENTS ARE PUBLIC
 5. ALL SIDE YARD AND REAR YARD SWALES SHALL BE MAINTAINED BY THE PROPERTY OWNER. THE PROPERTY OWNER CANNOT ALTER THE DIRECTION OF DRAINAGE FROM ITS DESIGNATED PATH PER THE APPROVED GRADING PLAN
 6. CONSTRUCTED DRIVEWAYS ON ALL INDIVIDUAL LOTS WILL SERVE THE DUAL FUNCTION OF PROVIDING MLG&W AN 'ACCESS EASEMENT' ACROSS THE 9' STREET TREE EASEMENT ON EACH LOT. ACCESS EASEMENTS ARE NOT GRAPHICALLY SHOWN ON THIS PLAT.

- STORM DRAINAGE EASEMENTS
- SANITARY SEWER EASEMENTS
- TEMP. ACCESS EASEMENT -7,443 S.F.
- TEMPORARY SLOPE GRADING EASEMENT -43,000 S.F.
- 34 FT. OLD BROWNSVILLE R.O.W. DEDICATION -38,779 S.F.
- 50 FT. SCENIC CORRIDOR BUFFER -38,805 S.F.
- 100 FT. STREAM SIDE MANAGEMENT BUFFER ZONE 1 -236,442 S.F.
- 25 FT. STREAM SIDE MANAGEMENT BUFFER ZONE 2 -52,749 S.F.
- 60 FT. SANITARY SEWER ESMT. -69,358 S.F.
- 50 FT. RAILROAD CHART R.O.W. -62,998 S.F.
- FIELD LOCATED WETLANDS

FINAL PLAT
**EVERGREEN
PLANNED DEVELOPMENT
PHASE 1**
LAKELAND, TENNESSEE

DIST. 01- BLOCK 40- PARCEL 71
TOTAL AREA: 1,838,232 SF, (42.20 ACRES)
TOTAL LOTS: 42, EXISTING ZONING: AG
DATE: MAY, 2021 SCALE: 1"= 100'
DEVELOPER: EVERGREEN LLC
ADDRESS: 10971 CHAPEL HILL RD
LAKELAND, TN

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

PORTIONS OF THIS PROPERTY ARE LOCATED IN ZONE X, AND ZONE AE A 100 YEAR FLOOD HAZARD AREA, ACCORDING TO FIRM PANEL 47157C-0215G, DATED FEB 6, 2013. BASE FLOOD ELEVATION: 261.00

NOTE: THE AREAS DENOTED AS "RESERVED FOR STORM WATER DETENTION" MAY NOT BE ALTERED WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION FROM THE CITY OF LAKELAND DEPARTMENT ON ENGINEERING. THE STORM WATER DETENTION SYSTEM LOCATED IN THIS AREA SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED DRAINAGE PLANS ON FILE IN THE CITY OF LAKELAND DEPARTMENT OF ENGINEERING. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES.

PRIOR TO RECORDING OF THE FINAL PLAT, AN AS-BUILT SURVEY OF THE DETENTION POND SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR. THE DEVELOPER'S ENGINEER SHALL SUBMIT THE AS-BUILT SURVEY WITH CALCULATIONS OF THE INCREMENTAL STORAGE AREA AND VOLUME AT MINIMUM 1' ELEVATION INCREMENTS, ALONG WITH A COMPARISON TO THE DESIGN INFORMATION PROVIDED IN THE DRAINAGE REPORT. THE ENGINEER SHALL SUBMIT A LETTER AND SUPPORTING MATERIALS TO THE CITY ENGINEER, DOCUMENTING THE AS-BUILT FUNCTIONALITY OF THE DETENTION POND.

Meeting Cycle: Thursday, August 4, 2022

Subject: **Resolution** - authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents and making certain representations, certifications, and pledges of certain revenue in connection with such financing. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-89-2022.

BUDGET IMPACT

There is no budgetary impact related to this resolution, as the resulting debt activities primarily occur on the Statement of Net Position for the Sewer Fund. However, the debt activities are projected in the footnotes and supplementary information related to the Sewer Fund in the FY2023 Annual Budget, and interest costs are included in the fund's Financial Plan.

DISCUSSION

In preparation for the construction of the new Clear Creek Sewer Interceptor, the City has applied for a \$15,000,000 loan through the State Revolving Loan Fund to cover the cost of construction of the new interceptor. The Clear Creek Interceptor will relieve the existing Clear Creek Interceptor which is currently at capacity with existing and approved future flows. This line serves the east side of the City from Seed Tick Road to Clear Creek. Future phases of this project will provide sewer south to Hwy 64.

CITY OF LAKELAND
SRF 2022-476
AUTHORIZING RESOLUTION #R-89-2022

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of Lakeland is a public and governmental body in Lakeland (Shelby County), Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number SRF 2022-476 (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of funds in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of fifteen million dollar (\$15,000,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of fifteen million dollars (\$15,000,000), for the purpose of funding all or a portion of the total estimated cost of the Project, which fifteen million dollars (\$15,000,000), Mike Cunningham, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 11th day of August, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Mike Cunningham, Mayor



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243
STATE REVOLVING FUND LOAN APPLICATION

Section 1. Applicant Information *(Authorized representative responsible for project, signs certification below and hereby makes an application for a Project Loan to fund the following described activities or tasks concerning a facility or plan (the "Project").*

Legal Applicant Name: Mike Cunningham		Signatory's Title or Position: Mayor	
Facility Name: City of Lakeland		Type of Entity: City	
Mailing Address: 10001 Highway 70		City: Lakeland	State: TN Zip: 38002
Phone: 901-867-2717		E-mail: mcunningham@lakelandtn.org	
DUNS Number:	Population Served:	County(ies) Served: Shelby	

Section 2. Contact/Consultant Information *(a consultant is not required)*

Alternate Contact Name: Emily Harrell			
Company: City of Lakeland		Title or Position: city engineer	
Mailing Address: 10001 Highway 70		City: Lakeland	State: TN Zip: 38002
Phone: 901-867-5418		E-mail: eharrell@lakelandtn.org	
Phone:			

Section 3. Project Information *(Check all that apply)*

☒ Clean Water Project	☐ Green Project Reserve
☐ Drinking Water Project	☐ Special Project

Detailed Project Description: New Pump Station/Interceptor (Replacing the existing Clear Creek Interceptor with a new interceptor and constructing a new Regional Pump Station and Oliver Creek Interceptor to divert wastewater currently flowing to the City of Memphis' Wastewater Collection System to the Lakeland Wastewater Treatment Plant).

The entire Project is estimated to cost:	\$15,000,000
Amount of State Revolving Fund Loan Requested:	\$15,000,000
Requested Term of Loan:	20 Years

Section 4. Project Funding Information *(Completed by SRFLP Office)*

Project Number: SRF 2022-476	Loan Amount:	\$15,000,000
	Loan Forgiveness Amount:	\$0
	Term of Loan in Years:	20
	Bond Buyer Index Rate and Date:	2.78% As of May 02, 2022
	ATPI:	100% (Tier 4)
	Interest Rate:	2.78% X 100% = 2.78%

Section 5. Previous Loans (Completed by SRFLP Office)

Program Loans:	The total amount of outstanding or applied for program loans under the Health Loan Programs of the Tennessee Local Development Authority is:	\$0
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Project Loans:	The total amount of outstanding or applied for project loans and the State Revolving Fund is: (this application is excluded)	\$0
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Section 6. Pledge of State-Shared Taxes or Security Deposit (Completed by SLF Office)

Municipality:	State-Shared Taxes pledged to payment of outstanding obligations of the Local Government Unit in addition to the Program Loans and Project Loans listed above:	
	Amount of State-Shared Taxes received in prior fiscal year of the state:	\$1,856,436

Utility District/ Authority:	A Security Deposit will be required in an amount equal to MADS.	
	Anticipated MADS:	\$

Section 7. Signature of Applicant or Signatory Authority (*Application must be signed and dated. By signing, applicant verifies that all information supplied on this application is correct to the best of his/her knowledge. This application expires 90 days from the date the loan application is sent from SRFLP to the Applicant.*)

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Signature: Mike Cunningham, Mayor	Date
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Section 8. Signature of Department of Environment and Conservation

David W. Salyers, P.E., Commissioner	Date
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CITY OF LAKELAND
SRF 2022-476
AUTHORIZING RESOLUTION # _____

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the **City of Lakeland** is a public and governmental body in **Lakeland (Shelby County)**, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **SRF 2022-476** (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of funds in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of **fifteen million dollar (\$15,000,000)** by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of **fifteen million dollars (\$15,000,000)**, for the purpose of funding all or a portion of the total estimated cost of the Project, which fifteen million dollars (\$15,000,000), Mike Cunningham, the **Mayor** of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its **State-Shared Taxes** to the State and consents to the withholding and application of **State-Shared Taxes** in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The **Mayor** of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Mike Cunningham, Mayor

**GENERAL CERTIFICATE
CITY OF LAKELAND
SRF 2022-476**

The undersigned, by **Mike Cunningham**, the **Mayor** of City of **Lakeland (Shelby County)**, Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on **(insert date of resolution)**, a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project for:

☐ the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been amended, modified, supplemented, or rescinded since its date of adoption: or

☒ the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.

3. The resolution or ordinance of the Local Government duly adopted on **(insert date of resolution)**, a copy of which is attached, establishing the rate and fee structure for the **wastewater** system of which the Project is a part has not been amended, modified, supplemented, or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Mike Cunningham, Mayor

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
CITY OF LAKELAND
SRF 2022-476**

As security for payments due under a State Revolving Fund (SRF) Loan Agreement, a local government pledges user fees, charges, and ad valorem taxes as necessary to meet its obligations under a SRF Loan Agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. § 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$1,856,436.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SIF #001	BF3450001	\$1,490,396	\$0	\$89,544

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$89,544.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$89,544.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Sewer	SRF 2022-476	2.78%	\$15,000,000	\$0	\$978,569

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$978,569.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$788,323.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this (insert day) day of (insert month), 20XX.

This is the Comptroller's certificate as required by TCA 4-31-108.

LOCAL GOVERNMENT

BY:

Mike Cunningham, Mayor

REQUIREMENT FOR REPORT ON DEBT OBLIGATION

(FORM CT-0253)

CITY OF LAKELAND

SRF 2022-476

Pursuant to Tenn. Code Ann. § 9-21-134, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-134 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that it may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, City of Lakeland, attests that it is in compliance with Tenn. Code Ann. § 9-21-134 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related to this rule.

Mike Cunningham, Mayor
This is the Comptroller's certificate as required by TCA 4-31-108.

Date

STATE REVOLVING FUND PROJECT LOAN AGREEMENT
CITY OF LAKELAND
SRF 2022-476

This Loan Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the **City of Lakeland (Shelby County)** (the "Local Government"), which is a Tennessee governmental entity authorized to own operate and manage water and/or wastewater facilities. The purpose of this Loan Agreement is to provide the financing of all or a portion of a **wastewater** facility by the Local Government. The Local Government applied for financing on **(insert date of application)**, which is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

- a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. §§ 68-221-1004(a) and 68-221-1204(a), both as amended;
- b) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;
- c) **"Facility"** means either a wastewater facility or a water system;
- d) **"Fund"** means:
 - i) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. §§ 68-221-1001 to -1015, as amended, and rules and regulations promulgated thereunder; or
 - ii) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;
- e) **"Initiation of Operation"** means the date when all, but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;
- f) **"Local Government"** means the governmental entity borrowing under this Loan Agreement described in (1) Tenn. Code Ann. § 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. § 68-221-1203(6), as amended, if a water system;
- g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;
- h) **"Period of Performance"** allows for the payment of expenses if they incurred during the time period stated in the contract; and if the loan recipient received prior approval from the

program in writing to include the cost listing in the request for reimbursement, then it would be acceptable to pay.

- i) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Loan Agreement;
- j) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- k) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Loan Agreement;
- l) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- m) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- n) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- o) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) Description.

The description of the Project is as described in the application submitted by the Local Government.

b) Funding Sources.

The Local Government estimates the total Project Cost to be \$15,000,000 which is expected to be funded as follows:

Project Loan (less principal forgiveness)	\$15,000,000
Principal Forgiveness	\$0
Local Funds	\$0
Other Funds	\$0
TOTAL	<u>\$15,000,000</u>

c) **Type of Project. (Please check one)**

- i) ☐ Planning. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before (insert date).
- ii) ☐ Planning and Design. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before (insert date).
 - (2) Submission of engineering plans and specifications on or before (insert date).
- iii) ☒ Planning, Design, and Construction. (A project schedule is required)
The following project schedule is established:
 - i) Submission of engineering plans and specifications on or before (insert date).
 - ii) Start construction on or before (insert date).
 - iii) Initiate operation on or before (insert date).
 - iv) Complete construction on or before (insert date).

The Department's State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

The written request to amend the project schedule above should be submitted to the Department within 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule.

Failure to adhere to the project schedule established above or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract, and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Tenn. Comp. R. & Regs. Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

d) **Land Ownership, Easement, and Right-of-Ways.**

Land Acquisition.

- (1) Owner of a dwelling. The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property: (i) Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition per 40 CFR 24(20).
- (2) Additionally, the borrower must own easements and/or land, or have taken condemnation proceedings needed to construct the project before plans and specifications for a construction loan will be approved by the Department as per State Rule 0400-46-06-.06.

(3) ☐ By checking this box, the Local Government certifies that all property, easements, and rights-of-way necessary to construct the Project is owned or, in the case of right-of-way, is permitted for use by the Local Government.

(4) ☒ By checking this box, the Local Government certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the entire wastewater treatment works funded under this Project.

3) PROJECT FILES.

The State of Tennessee and/or the United States Environmental Protection Agency shall have access to the official project files and job site.

4) FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS. (CLEAN WATER PROJECTS ONLY)

The Local Government will comply with the Fiscal Sustainability Plan (FSP) requirements set out in the Clean Water Act section 603(d)(1)(E) by developing and implementing an FSP that includes:

- a) an inventory of critical assets that are a part of the treatment works;
- b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- d) a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities; or
- e) a certification that the recipient has developed and implemented a plan that meets the requirements under Type of Project.

5) LOAN.

a) Loan and use of proceeds.

The State shall lend to the Local Government from funds available in the Fund an aggregate principal amount not to exceed **\$15,000,000** to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Loan Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Loan Agreement.

b) Interest rate.

The rate of interest for this Project Loan is **2.78%**, which is the rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Loan Agreement.

c) **Administrative fee.**

The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Loan Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Loan Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 6 of this Loan Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(2) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

ii) Notwithstanding Section 5(a)(i)(1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Local Government pursuant to the Loan Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i)(1) or (b)(i)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Loan Agreement, superseding any previous schedules.

c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be **zero** percent (**0%**) of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then **zero** percent (**0%**) of the amount of the project loan actually disbursed. Notwithstanding Section 4 no interest shall accrue on the amount of principal forgiven pursuant to this Section 5(d).

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**

The Local Government shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount listed in Section 4(a). Upon progress toward the completion of the Project, as described in Section 4 of the Project Loan Application, the Local Government shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Requirements.**

The Local Government shall request disbursement from the State no more often than monthly with all necessary supporting documentation. Each disbursement request shall be sent to the contact indicated in Section 27 and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:

Department of Environment and Conservation
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Local Government).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Local Government Name.

viii) Local Government Tennessee Edison Registration ID Number Referenced in Preamble of this Loan Agreement.

ix) Local Government Remittance Address.

x) Local Government Contact for Invoice Questions (name, phone, or fax).

- xi) Itemization of Disbursement Requested for the Disbursement Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount disbursed by Project Budget line-item to date.
 - iii. The total amount disbursed under the Project Loan to date.
 - iv. The total amount requested (all line-items) for the Disbursement Period.

c) **The Local Government understands and agrees to all of the following:**

- i) A disbursement request under this Loan Agreement shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Loan Agreement and shall be subject to the Project Budget and any other provision of this Loan Agreement relating to allowable disbursements.
- ii) A disbursement request under this Loan Agreement shall not include any request for future expenditures.
- iii) The period of performance for a disbursement request (§200.77) means the time during which the Local Government may incur new obligations to carry out the work authorized under the Loan Agreement. The Local Government must include start and end dates of the period of performance in the Loan Agreement.
- iv) The Local Government agrees that any pre-award costs (§200.458), which are costs incurred prior to the effective date of the Loan Agreement directly pursuant to the negotiation and in anticipation of the Loan Agreement where such costs necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of Loan Agreement and **only** with the prior written approval of the State. If charged to the Loan Agreement, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.
- v) **Planning Loans Only**
 - (1) The maximum allowable disbursement is 80% of the loan until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the loan until the Facilities Plan is **approved** by SRF.
- vi) **Planning and Design Loans Only**
 - (1) The maximum allowable disbursement is 80% of the planning fees until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the planning fees until the Facilities Plan is **approved** SRF.
 - (3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by SRF.

- (4) The maximum allowable disbursement is 90% of the Design Loan until plans and specifications are **approved** by SRF.

d) **Budget Line-items.**

Expenditures and disbursements under this Loan Agreement shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Local Government to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**

Disbursement to the Local Government for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement.**

If other terms of this Loan Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Loan Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Local Government is a sub-recipient, the Local Government shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

g) **Retainage.**

- i) All construction contracts for the Project may provide for the withholding of retainage; provided, however, that the retainage amount may not exceed five percent (5%) of the amount of the contract.
- ii) Proof of retainage deposits must be submitted with each disbursement request. In the instance of the first payment, documented proof of the retainage account must be submitted. Subsequent payments the Local Government must provide proof that retainage was deposited into the established retainage bank account. Upon the final payment requested from the Local Government, the Local Government will provide proof the all retainage is paid to its contractors.
- iii) The Local Government shall release and pay all retainages for work completed pursuant to the terms of any contract to the prime contractor within 90 days after completion of the work or within 90 days after substantial completion of the project for work completed, whichever occurs first. As used in this subsection, work completed shall mean the completion of the scope of the work and all terms and conditions covered by the contract under which the retainage is being held. The prime contractor shall pay all retainages due to any subcontractor within 10 days after receipt of the retainages from the owner. Any subcontractor receiving the retainage from the prime contractor shall pay to any sub-

subcontractor or material supplier all retainages due the sub-subcontractor or material supplier within 10 days after receipt of the retainages.

iv) Any default in the making of the payments shall be subject to those remedies provided in this Loan Agreement.

v) In the event that the Local Government or its prime contractor withholds retainage that is for the use and benefit of the prime contractor or its subcontractors pursuant to Tenn. Code Ann. § 66-34-104(a) and (b), neither the prime contractor nor any of its subcontractors shall be required to deposit additional retained funds into an escrow account in accordance with Tenn. Code Ann. § 66-34-104(a) and (b).

vi)

(1) It is an offense for a person, firm, or corporation to fail to comply with Tenn. Code Ann. §66-34-104(a).

(2) A violation of this subsection (e) is a Class A misdemeanor, subject to a fine of three thousand dollars (\$3,000).

(3) Each day a person, firm or corporation fails to comply with subsection (a) or (b) or Tenn. Code Ann. § 66-34-104(a) is a separate violation of this subsection (e).

(4) Until the violation of this subsection (e) is remediated by compliance, the punishment for each violation shall be consecutive to all other such violations.

(5) In addition to the fine imposed pursuant to subdivisions (e)(2)(A) and (B), the court shall order restitution be made to the owner of the retained funds. In determining the appropriate amount of restitution, the formula stated in Tenn. Code Ann. § 40-35-304 shall be used.

h) Request for Disbursement as Certification.

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

i) Payment Certification.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) 90% of the Project Loan.

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time:

(1) the construction of the Project has been completed;

- (2) the facilities constituting the Project are, in the opinion of the Department, in proper operation; and
- (3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) Increase in Project Loan.

If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment executed by the parties to this Loan Agreement if the following conditions are fulfilled:

- i) Amounts in the Fund are authorized and available for such increase;
- ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government

b) Loan Number and Interest Rate.

A companion or supplemental loan will be issued with an new loan number and the current interest rate will be applied.

c) Other Amendments and Modifications.

Any other amendment or modification of this Loan Agreement must first be approved by the Authority and must be in writing executed by the parties to this Loan Agreement.

9) NOTIFICATION OF DEFAULT OR DELAY OF PROJECT PERFORMANCE.

The Local Government shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Loan Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. If the Local Government's failure to perform is longer than 180 days, the Department may, upon notice to Local Government: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Local Government may reapply for another SRF loan once a resolution is reached by the Local Government and the Department.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Loan Agreement. The State shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to disbursement of loan funds for authorized expenditures

and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State its exercise of its right to terminate for convenience.

11) TERMINATION FOR CAUSE.

If the Local Government fails to properly perform its obligations under this Project Loan, or if the Local Government violates any terms of this Project Loan, the State shall have the right to immediately terminate this Project Loan and withhold payments in excess of fair disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Project Loan for cause, the Local Government shall not be relieved of liability to the State and Department for damages sustained by virtue of any breach of this Project Loan by the Local Government.

12) REPRESENTATIONS AND PLEDGES OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- b) To comply with:
 - i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, with any amendments made as of the date of execution of the Project Loan Agreement, the terms, and conditions of which are adopted by reference as if fully set forth herein;
- c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- d) To provide for the Local Government's share of the cost of the Project;
- e) To comply with applicable federal requirements including the laws and executive orders listed on Attachment A to this Loan Agreement;
- f) To advise the Department before applying for federal or other state assistance for the Project;
- g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions

covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;

- h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- l) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. § 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. § 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Loan Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Loan Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Loan Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Loan Agreement.

Towns, Cities, and Counties.

- m) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Loan Agreement;
- n) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Loan Agreement;

- o) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; and

Utility Districts & Commissions.

- p) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles ("GAAP"), including the reasonable and necessary costs of operating, maintaining, repairing, and insuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;
- q) No additional debt payable from Revenues will be issued or entered into unless:
 - i) Prior approval is received from the Authority;
 - ii) The annual audit required by the terms of this Loan Agreement for the most recent fiscal year has been delivered within six (6) months after the end of such fiscal year;
 - iii) The covenant this Loan Agreement is met for the most recent fiscal year;
 - iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the covenant in this Loan Agreement; and
 - v) The Local Government has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

- a) **Towns, Cities, and Counties.** As security for payments due under this Loan Agreement, the Local Government pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

As further security for payments due under this Loan Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Loan Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within five days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local

Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Loan Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Loan Agreement.

If the Local Government breaches any other provision of this Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- b) **Utility Districts and Commissions.** As security for payments due under this Loan Agreement, the Local Government pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

Prior to the first disbursement of funds under this Loan Agreement, the Local Government will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "security deposit"). The amount of the security deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Local Government with interest earnings on the security deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Loan Agreement, the Local Government pledges, and assigns, subject to the provisions herein, any funds due to the Local Government from the State.

If the Local Government fails either to fully fund the security deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to the Local Government within seven days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement, and in addition, the Authority shall apply from the security deposit only the funds necessary to liquidate the amount of the delinquency of the Local Government to the Authority as of that date. If the funds deposited in the security deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any

funds otherwise due to the Local Government from the State and pay such amount to the Authority for deposit into the Fund. The Local Government acknowledges that it has no claim on such funds withheld or paid over as permitted under this Loan Agreement. The Local Government shall replenish the security deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the security deposit within 60 days shall constitute an event of default under this Loan Agreement.

If the Local Government breaches any other provision of the Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of the breach. The Local Government's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Loan Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Loan Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Loan Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- b) An opinion of the attorney or special counsel to the Local Government stating:
 - i) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement;
 - ii) This Loan Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
 - iii) This Loan Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Local Government; and
 - iv) There is no litigation materially adversely affecting this Loan Agreement or the financial condition of the Local Government;

- c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 11(k) above;
- d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project;
- e) If the Local Government is a **Utility District or Commission** and the Project for the expansion of a wastewater facility rather than remedial (correction of public health problem), the Local Government shall submit written evidence of consent to the expansion by the relevant governing bodies;
- f) If the Local Government is a **Town, City, or County**, a representation of the Local Government as to loans and State-Shared Taxes.

15) NONDISCRIMINATION.

The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Project Loan or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Local Government in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Local Government in relation to this Project Loan shall be approved by the State.

17) RECORDS.

The Local Government and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Local Government, insofar as they relate to work performed or money received under this Project Loan, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

- a) The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

- b) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Local Government shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- c) The Local Government shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Local Government shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Loan Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) AUDIT REPORT.

- a) The Local Government shall be audited in accordance with applicable Tennessee law.
- b) The Local Government will comply with the following 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- c) The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.
- d) The funding for this Project Loan is:
CFDA Title: Capitalization Grants for Clean Water State Revolving Funds CFDA#: 66.458
 Research and Development Award: Number
 Grant Number: CS470001**21**
 Federal Awarding Agency: Environmental Protection Agency
- e) Confirmations of funds disbursed can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at <https://comptroller.tn.gov/>. Any questions regarding sources of funds should be directed to the Department.
- f) At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), loan(s), and amount(s).

- i) 2 C.F.R. Part 200.501, 200.505, 200.512 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2 C.F.R. § 200.501 states, “A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.”

2 C.F.R. § 200.512 states, “(1) The audit must be completed, and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.”

2 C.F.R. § 200.505 states, “In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.338 Remedies for noncompliance.”

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

20) DAVIS-BACON ACT.

The Davis-Bacon Act, 46 Stat. 1494 (Pub. Law 71-800), and Related acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Davis-Bacon Act (DBA) and Related Acts require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Local Government will comply with the following:

- a) The Local Government must adhere to the most current Wage Rate (Davis-Bacon Act) applicable to the project.
- b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.

- c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
- d) The wage rate information can be obtained at www.wdol.gov/.

21) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Clean Water Act (CWA) includes permanent requirements for the use of AIS in CWSRF projects. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act of FY 2014. As such, all CWSRF projects must comply with Section 608 of the CWA for implementation of the permanent AIS requirements. Therefore, all guidance's adopted for FY 2014 apply for the permanent AIS requirements for the CWSRF. The AIS provision is a permanent requirement for CWSRF treatment works projects. The America's Water Infrastructure Act of 2018 amended the Safe Drinking Water Act to extend the AIS provision for DWSRF projects through Fiscal Year 2023.

Waiver. Each Local Government that receives CWSRF and/or DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

- a) Community prepares the waiver request and submits it to the State SRF. The request should include project specifications for the product.
- b) State SRF reviews and submits the request to EPA.
- c) EPA posts the waiver request for public comment for 15 days (see the Waiver Requests Received by EPA tab).
- d) EPA provides a response and posts it on the website.

22) DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE)

In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The

Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment.

Pursuant to 40 C.F.R. § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local Government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e).

23) TITLE VI COMPLIANCE.

Local Government shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a) Provide name and contact information of Local Government's Title VI Coordinator to State.
- b) Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and
(g) Retaliation.

- c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d) Annually complete and submit a Title VI self-survey as supplied by Department.
- e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.
- f) Additional Title VI resources may be found at: [Title VI Compliance Program Website](#).

24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

This Project Loan requires the Local Government to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable FFATA requirements are met and that the Local Government provides information to the State as required.

25) DATA UNIVERSAL NUMBERING SYSTEM (DUNS).

The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Project Loan. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

26) GOVERNING LAW.

This Loan Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Loan Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Loan Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

27) SEVERABILITY.

In the event any covenant, condition or provision of this Loan Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

28) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: City of Lakeland
10001 Highway 70
Lakeland, Tennessee 38002
ATTN: Mike Cunningham, Mayor

29) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Loan Agreement.

30) EFFECTIVE DATE.

The effective date of this Loan Agreement shall be the date on which the Authority approves this Loan Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused the Loan Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

Name: City of Lakeland
(City)

Signature: _____
Mike Cunningham, Mayor

Date: _____

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

Signature: _____
David W. Salyers, P.E., Commissioner

Date: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

Signature: _____

Date: _____

APPROVED AS TO FORM:

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF GENERAL COUNSEL**

Signature: _____

Date: _____

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Lakeland (Shelby County), Tennessee
SRF 2022-476
New Pumpstation/Interceptor

Dear Madam/Sir:

I am the City Attorney for City of Lakeland, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$15,000,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Lakeland, Tennessee furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of Lakeland, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Lakeland, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Lakeland, Tennessee, municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Lakeland, Tennessee, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Lakeland (Shelby County), Tennessee
SRF 2022-476
New Pumpstation/Interceptor

Dear Madam/Sir:

We are the consulting engineers for the City of Lakeland, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$15,000,000 to finance the above referenced project, you have requested that the City of Lakeland furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City of Lakeland, Tennessee are sufficient based on a Rate Study dated (insert date of rate study) to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated Project costs are reasonable; and
3. The estimated completion date of the Project will be (insert date project completion date).

Sincerely,

Name, Title
Firm

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Water Resources Reform and Development Act (WRRDA), (Pub. L. 113-121).

America's Water Infrastructure Act of 2018 (AWIA), (Pub. L. 115-270).

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended

Improper Payment Elimination and Recovery Act of 2010, (31 U.S.C. § 3321 et seq.).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Inter-governmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1)(K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 [30 Fed. Reg. 12319, 12935 (1965)].

Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.