



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

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
 1. *Report to be presented at the regular meeting on November 10, 2022*
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - a. *Report to be presented at the regular meeting on November 10, 2022*
 - City Manager's Report
 - a. *Report to be presented at the regular meeting on November 10, 2022*
 - Commissioners' Report
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
 - a. Beer Board Meeting Minutes - October 06, 2022
 - b. Special Called Meeting Minutes - October 06, 2022

XI. REGULAR AGENDA:

1. **Resolution** - appointment to the City of Lakeland Board of Appeals/Stormwater Board of Appeals. *Sponsored by Michael Walker*
2. **Resolution** - authorizing the Vice-Mayor to sign a proclamation honoring Mayor Mike Cunningham for his service to the City of Lakeland, Tennessee. *Sponsored by Vice-Mayor Dial*
3. **Resolution** - authorizing the Mayor to sign a proclamation honoring Commissioner Richard Gonzales for his service to the City of Lakeland, Tennessee. *Sponsored by Mayor Cunningham*
4. **Resolution** - approving the continuation of the design and engineering for the Lakeland Athletic Complex, Phase II with Barge Design Solutions, Inc., as approved by Resolution R-63-2022. *Sponsored by Pat O'Mara*
5. **Resolution** - approving a contract with SSR for CEI Services for the New Canada Road Project. *Sponsored by Luis Camarillo Hernandez*
6. **Resolution** - amending Resolution R-113-2022 and approving the emergency purchase of a 2022 Dodge Ram 2500 from Parker Chrysler Dodge Jeep Ram. *Sponsored by Emily Harrell*
7. **Resolution** - modifying the compensation of the Lakeland Board of Commissioners. *Sponsored by Mayor Cunningham*
8. **Discussion and Possible Action** - on forming a committee of citizens to research options for changing the City of Lakeland's charter and form of government to be more representative of the City's current and projected growth. *Sponsored by Mayor Cunningham*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



**Lakeland Beer Board
Special Meeting Minutes
Thursday, October 06, 2022, 5:15 PM
City Hall, Lakeland, Tennessee 38002**

DRAFT

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Mike Cunningham 5:15 p.m. on Thursday, October 06, 2022.
- II. **INVOCATION:** The invocation was offered by Mayor Cunningham.
- III. **PLEDGE:** Mayor Cunningham led in the Pledge to the Flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Mike Cunningham, Vice Mayor Michele Dial, Commissioner Jim Atkinson, Commissioner Richard Gonzales, and Commissioner Wesley Wright were present.

Staff personnel in attendance were City Manager Michael Walker, City Engineer Emily Harrell, Park & Recreation Director Patrick O'Mara, ITS Director Josh Thompson, Staff Engineer Luis Camarillo Hernandez, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC COMMENTS:**

VI. **REGULAR AGENDA:**

1. **Resolution – to approve an On Premises Beer Permit Application for Tavern 64 located at 8968 U.S. Highway 64, Suite 103.**
Commissioner Gonzales moved to bring this item to the floor, seconded by Vice Mayor Dial.

Discussion ensued.

For the record: Comments were heard from the applicant, Robert Hunter.

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

VII. **ANNOUNCEMENTS:**



**Lakeland Beer Board
Special Meeting Minutes
Thursday, October 06, 2022, 5:15 PM
City Hall, Lakeland, Tennessee 38002**

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

The meeting was adjourned at 5:19 p.m. on Thursday, October 06, 2022.

These minutes were approved on November 10, 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
THURSDAY, OCTOBER 06, 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 5:31 p.m. on Thursday, October 06, 2022.

II. **INVOCATION:** Offered at a previous meeting.

III. **PLEDGE:** Offered at a previous meeting.

IV. **ROLL CALL BY RECORDER:** Mayor Mike Cunningham, Vice Mayor Michele Dial, Commissioner Jim Atkinson, Commissioner Richard Gonzales, and Commissioner Wesley Wright were present.

Staff personnel in attendance were City Manager Michael Walker, City Engineer Emily Harrell, Planning Director Paul Luker, Parks & Recreation Director Patrick O'Mara, Finance Director Carlin Stuart, ITS Director Josh Thompson, Public Works Director Daniel Lovett, Staff Engineer Luis Camarillo Hernandez, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

Ordinance – Final Reading – amending the fiscal year 2022-2023 budget, passed by Ordinance O-12-2022 as amended by Ordinance O-10-2022.

For the record: No comments were heard.

VI. **TREASURER'S REPORT:**

July 2022 - Presented by Finance Director Carlin Stuart

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

- Introduction to new SCSO Substation Command Staff (*Given by Assistant Chief Deputy Anthony Buckner*)
- Sheriff's Report: Summary report for the month of September (*Given by Lt. Jason Valentine*)
- City Manager's Report: City Manager Michael Walker offered a report.
- Commissioners' Report:
 - Commissioner Wright offered a report on EDC/IDB activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Vice Mayor Dial offered a report on PRB/NRB activities.
 - Commissioner Gonzales offered a report on TPUS activities.

VIII. **PUBLIC COMMENTS:**

For the record: No comments were heard.



BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
THURSDAY, OCTOBER 06, 2022, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002

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IX. SEWERAGE COMMISSION BUSINESS:

For the record: The order of business was changed with no objection to moved Regular Agenda Items # 5 & 6 up on the agenda.

REGULAR AGENDA:

5. **Resolution** – approving an amendment to the Preliminary Development Plan for Kensington Manor Planned Development.

Sponsored by Paul Luker

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

Discussion ensued.

For the record: Comments were heard from the following:
Josh Burnett – Renaissance Development

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

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

6. **Resolution** – accepting the dedication of public improvements and authorizing the reduction of Security for Public and Common Improvements for Kensington Manor Planned Development.

Sponsored by Paul Luker

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

Discussion ensued.

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

X. **CONSENT AGENDA:**

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

- Special Meeting Minutes – August 30, 2022
- Regular Meeting Minutes – September 01, 2022.



BOARD OF COMMISSIONERS
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CITY HALL, LAKE LAND, TENNESSEE 38002

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Commissioner Gonzales moved to bring the consent agenda to the floor, seconded by Vice Mayor Dial.

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

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

XI. REGULAR AGENDA:

1. **Ordinance – Final Reading** – amending the fiscal year 2022-2023 budget, passed by Ordinance O-12-2022 as amended by Ordinance O-10-2022. *Sponsored by Carlin Stuart*

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

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

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

2. **Resolution** – approving the cancelation of the Board of Commissioners work session and regular meetings for October 2022. *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

3. **Resolution** – amending resolution R-112-2021. *Sponsored by Commissioner Atkinson*

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



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

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

4. **Resolution** – appointment to the Lakeland PULSE Comprehensive Plan Advisory Committee. *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 an amendment to the Preliminary Development Plan for Kensington Manor Planned Development. *(Moved up on the agenda)*
6. **Resolution** – accepting the dedication of public improvements and authorizing the reduction of Security for Public and Common Improvements for Kensington Manor Planned Development. *(Moved up on the agenda)*
7. **Resolution** – accepting the dedication of public improvements and authorizing the reduction of Security for Public and Common Improvements for Lakeland Meadows Phase 1 Planned. *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



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DRAFT

8. **Resolution** – authorizing the submittal of a grant application to Tennessee Department of Environment and Conservation for Recycling Rebate. *Sponsored by Emily Harrell*
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

9. **Resolution** – authorizing the submittal of an application and acceptance of grant funds from the Tennessee Department of Environment and Conservation and Shelby County Government for a non-competitive grant appropriated by the Federal American Rescue Plan Act. *Sponsored by Emily Harrell*
Vice Mayor Dial moved to bring this item to the floor, seconded by Commissioner Wright.

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

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

10. **Resolution** – approving a contract with B&B Specialty Contractors, Inc. for the City Hall Improvements project. *Sponsored by Luis Camarillo Hernandez*
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



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DRAFT

11. **Resolution** – approving a contract with Hach Company for sanitary sewer flow monitoring. *Sponsored by Emily Harrell*
Commissioner Gonzales moved to bring this item to the floor, seconded by Commissioner Wright.

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

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

12. **Resolution** – approving the purchase of three (3) 2022 Chevrolet Silverado 1500's from Serra Chevrolet Bartlett. *Sponsored by Michael Walker*
Commissioner Gonzales moved to bring this item to the floor, seconded by Vice Mayor Dial.

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

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

13. **Resolution** – approving the purchase of two (2) 2022 Dodge Ram 2500 diesel trucks from Orr Chrysler, Dodge, Jeep. *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



BOARD OF COMMISSIONERS
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14. **Resolution** – authorizing the subscription renewal with SeeClickFix by CivicPlus for Citizen Reporting and Request Management

Application. *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

XII. **ANNOUNCEMENTS:**

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

The meeting was adjourned at 7:27 p.m. on Thursday, October 06, 2022.

These minutes were approved on November 10, 2022.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, November 3, 2022

Subject: **Resolution** - appointment to the City of Lakeland Board of Appeals/Stormwater Board of Appeals. *Sponsored by Michael Walker*

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-121-2022.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

Mr. Eaton has submitted his application to serve on the Lakeland Board of Appeals/Stormwater Board of Appeals. As a 5-year resident of Lakeland with a degree in History and a Masters in Defense and Strategic Studies, as well as a retired Navy Operations Officer, Mr. Eaton appears well suited to be able to provide insight and guidance in the planning and appeals process.

Mr. Eaton attended and provided helpful input during the Lakeland PULSE Comprehensive Plan Public Engagement workshop. While his interests lie more heavily in serving eventually on the Lakeland PULSE advisory team or the Municipal Planning / Design Review Commission, Mr. Eaton is ready and willing to serve where needed.

RESOLUTION R-121-2022

APPOINTMENT TO THE CITY OF LAKELAND
BOARD OF APPEALS / STORMWATER BOARD OF APPEALS

WHEREAS, the City of Lakeland Board of Appeals and Stormwater Board of Appeals (“BOA/SWBOA”) plays a vital role serving as a board of appeals on application of an aggrieved party for variances from the requirements of ordinances of the City of Lakeland; and,

WHEREAS, the BOA/SWBOA has a vacant position; and,

WHEREAS, the Lakeland Board of Commissioners has the authority to appoint a new member to the BOA/SWBOA:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Jason Eaton be appointed to the Board of Appeals / Stormwater Board of Appeals for a three-year term expiring approximately October 31, 2025.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



City of Lakeland

Application for Boards & Commissions

Name: Eaton, Jason Christian

Address: [Redacted] Last First Middle

E-mail: [Redacted] Phone: [Redacted]

How long have you lived within Lakeland City Limits? 5 years

What is your present job description or profession? Retired US Navy, market gardening

Present Employer: Self-employed

Employer Address:

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.)

BS History, US Naval Academy

MA Strategy & Foreign Affairs, US Naval War College

Unique Skills: Analysis of complex problems to identify challenges and solve problems, Operational and strategic

planning, engineering management, identifying and managing risk, safety management & mishap investigation

What are your interests? Gardening, horsemanship, maintenance of older vehicles and

farm equipment, Boy Scout adult leadership, history (especially farming and local history)



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)

Board or Commission applying for: Board of Appeals

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

List related experience and/or training including volunteer activities: Management
of Navy death benefits (to include appeals), management of VA

Traumatic Serviceman's Group Life Insurance (TSGLI) appeals

List special skills, qualifications, or interests: Marine Engineer, Safety Manager, Navy Human

Resources background, significant experience with interacting with customers (to include communicating

"bad news" with the next of kin of Navy decedents and senior Navy leadership), training development

Reason you chose to volunteer on this Board/Commission: I have lived in quite a
few places in my life, and only infrequently been able to become a part of a community.

I value service, and with my retirement to the Navy I intend to serve my local
community, both by developing a small business and involvement in local governance.

To be completed by the City of Lakeland

Appointed To: _____

Date of Appointment: _____

RESOLUTION R-120-2022

AUTHORIZING THE VICE-MAYOR TO SIGN A PROCLAMATION
HONORING MAYOR MIKE CUNNINGHAM FOR HIS SERVICE TO
THE CITY OF LAKELAND, TENNESSEE

RESOLVED, by the Board of Commissioners of the City of Lakeland, Tennessee that the Vice-Mayor is authorized to sign a proclamation in honor of Mayor Mike Cunningham's service to the City of Lakeland, Tennessee.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Proclamation

WHEREAS, The Vice-Mayor and entire Board of Commissioners desires to recognize the outstanding contributions that Mayor Mike Cunningham has made to the Lakeland community during his term as the City's Mayor; and,

WHEREAS, The Mayor's term of office has seen economic growth in Lakeland and heightened planning activities through the Mayor-appointed Municipal Planning and Design Review Commission; and,

WHEREAS, The Mayor's collaboration with the entire Board of Commissioners has led to the successful refinance of existing indebtedness related to the Lakeland School System's Lakeland Preparatory Middle School, and successful financing of construction of the high school facility at Lakeland Preparatory School; and,

WHEREAS, The Vice-Mayor and Board of Commissioners expresses gratitude for Mayor Cunningham's contributions and service to the citizens of Lakeland, Tennessee, through this formal proclamation.

NOW, THEREFORE, I, MICHELE DIAL, VICE-MAYOR OF THE CITY OF LAKELAND, TENNESSEE, HEREBY EXPRESS OUR SINCERE APPRECIATION AND THANKS TO MAYOR MIKE CUNNINGHAM FOR HIS DISTINGUISHED CONTRIBUTIONS TO THE COMMUNITY AND HIGHLY COMMEND HIM FOR HIS LEADERSHIP AND WILLINGNESS TO SERVE THE CITIZENS OF LAKELAND, TENNESSEE.

In witness whereof I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee to be affixed. Presented on this 10th day of November, 2022.

Michele Dial, *Vice-Mayor*
City of Lakeland, Tennessee

RESOLUTION R-119-2022

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION
HONORING COMMISSIONER RICHARD GONZALES FOR HIS SERVICE TO
THE CITY OF LAKELAND, TENNESSEE

RESOLVED, by the Board of Commissioners of the City of Lakeland, Tennessee that the Mayor is authorized to sign a proclamation in honor of Commissioner Richard Gonzales' service to the City of Lakeland, Tennessee.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Proclamation

WHEREAS, The Mayor and entire Board of Commissioners desires to recognize the outstanding contributions that Commissioner Richard Gonzales has made to the Lakeland community during his term as City Commissioner; and,

WHEREAS, The Commissioner's term of office has seen enhance focus upon transportation and street infrastructure planning activities through Commissioner Gonzales' participation on the Transportation Plan Update Committee; and,

WHEREAS, The Commissioner's collaboration with the entire Board of Commissioners has led to the successful refinance of existing indebtedness related to the Lakeland School System's Lakeland Preparatory Middle School, and successful financing of construction of the high school facility at Lakeland Preparatory School; and,

WHEREAS, The Mayor and Board of Commissioners expresses gratitude for Commissioner Gonzales' contributions and service to the citizens of Lakeland, Tennessee, through this formal proclamation.

NOW, THEREFORE, I, MIKE CUNNINGHAM, MAYOR OF THE CITY OF LAKELAND, TENNESSEE, HEREBY EXPRESS OUR SINCERE APPRECIATION AND THANKS TO COMMISSIONER RICHARD GONZALES FOR HIS DISTINGUISHED CONTRIBUTIONS TO THE COMMUNITY AND HIGHLY COMMEND HIM FOR HIS LEADERSHIP AND WILLINGNESS TO SERVE THE CITIZENS OF LAKELAND, TENNESSEE.

In witness whereof I have hereunto set my hand and caused the seal of the City of Lakeland, Tennessee to be affixed. Presented on this 10th day of November, 2022.

Mike Cunningham, *Mayor*
City of Lakeland, Tennessee

Meeting Cycle: Thursday, November 3, 2022

Subject: **Resolution** - approving the continuation of the design and engineering for the Lakeland Athletic Complex, Phase II with Barge Design Solutions, Inc., as approved by Resolution R-63-2022. *Sponsored by Pat O'Mara*

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

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-117-2022.

BUDGET IMPACT

This expenditure is appropriated in the original budget for the General Fund in the amount of \$150,000 as part of the FY2023 Annual Budget. The balance of the agreement will be part of the FY2024 Annual Budget.

DISCUSSION

The City desires to continue developing the Athletic Complex at 9661 Memphis-Arlington Rd. In July 2022, the Board of Commissioners approved the agreement for design and engineering with Barge Design Solutions, Inc under two conditions.

1. The design and engineering was to be broken into 2 steps. The first step is to be exploration of the wetland mitigation and permitting that would be required to develop the site. The second step is the remainder of the design and engineering of this phase of the athletic complex. The second step is not to begin until after a report is provided to the Board of Commissioners.
2. The maximum contracted fees billed during FY23 will be \$150,000.

Barge Design Solutions, Inc. performed a wetlands identification during the late summer and early fall months, and discussions began with the Army Corp of Engineers and the Tennessee Department of Environmental Conservation, to identify the extent of the permitting and mitigation required for the project.

The results of these conversations provided clarity, and the recommendation moving forward is to relocate the diamond-sport fields to a sloped area of the park on higher ground.

Attached files to this item include the following:

- The current park master plan
- The diagram of the recommended relocation of the fields
- A memo from Barge Design Solutions, Inc. Detailing their work and recommendation.

RESOLUTION R-117-2022

APPROVING THE CONTINUATION OF THE DESIGN AND ENGINEERING FOR
THE LAKELAND ATHLETIC COMPLEX, PHASE II WITH BARGE DESIGN
SOLUTIONS, INC., AS APPROVED BY RESOLUTION R-63-2022

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

WHEREAS, an agreement for Phase II design and engineering was approved by resolution R-63-2022 on July 7, 2022; and,

WHEREAS, due to the complexity and environmental challenges of the Phase II design, engineering and construction, step 1 of the project was to identify the environmental challenges and potential mitigation necessary; and,

WHEREAS, the Board of Commissioners requested an update be provided before proceeding to step 2 of the agreement with Barge Design, Inc.; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2023 Annual Budget for the General 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 approve proceeding to Step 2 of the previously approved Agreement.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

MEMORANDUM

TO: Pat O'Mara
FROM: Mark Donley
DATE: October 28, 2022
Barge PROJECT NO.: 3695303
RE: Athletic Park Phase 2 Update

As part of the Phase 2 design for the Athletic Park, Barge Design Solutions was first tasked with identifying the environmental permitting process associated with the wetlands and streams located in the north central portion of the property. The main objectives of this task were to introduce the Tennessee Department of Environment and Conservation (TDEC) and United States Army Corps of Engineers (USACE) to the project and to assess the feasibility of obtaining the necessary permits. Prior to contacting TDEC and the USACE, Barge needed to complete field work to verify the wetlands and streams. The field work was completed on August 3, 2022. During the field work one wetland was identified onsite. The 3.14-acre wetland was determined to be of moderate quality. Additionally, a 0.48-acre pond was delineated. This pond was connected to the wetland via a 281-foot stream. All three of these features were considered jurisdictional to USACE and TDEC. Along with those jurisdictional features, two potentially non-jurisdictional features were also identified within the western portion of the site.

Barge arranged a meeting with TDEC and the USACE on September 7, 2022 to present the findings from the field work and discuss the desired Phase 2 improvements and their locations. During this meeting TDEC stated that impacts to aquatic features would be cumulative with the Phase I impacts. USACE provided the opportunity to separate the Phase II impacts from those in Phase I if the applicant could provide an explanation of how the two phases could serve as separate and standalone facilities. Additionally, given the current layout of Phase II, both agencies stated that Individual Permits (IPs) would be required. Approval of these permits would be a long process with a need for extensive alternative analyses and socio-economic analyses, along with the need to mitigate impacts through the purchase of credits or the creation of a Permittee Responsible Mitigation plan. They reiterated that the permitting process would take over a year, and potentially up to two years.

While the above scenario requires an IP from both agencies, the IP issuance from USACE is the permit that has an extended timeframe. TDEC generally has a 90-day rule of thumb for issuance of permits, individual or general. In order to reduce the USACE IP to a Nationwide Permit (NWP) a maximum impact of 0.50 acres would be a special condition. If under 0.50 acres, the NWP process becomes much less time intensive. Generally, NWPs are issued within 90 days of the application being deemed complete. As a note, mitigation will be required for any impact over 0.10-acre for the USACE and 0.25-acres for TDEC.

Based on the agency meeting, Barge and City staff determined the best approach would be to look at on-site alternatives that would reduce wetland impacts, preferably to 0.5 acres or less. The attached

Phase 2 concept has been developed to address the wetland impacts. The fields and parking have been shifted to the southwest and rotated approximately 45 degrees. This removes their footprints from the wetlands area but does place them in a portion of the site with more topographic relief. This location will have increased costs associated with the site development but should limit wetland impacts to less than 0.5 acres and simplify the permitting process.

Based on the Phase 2 concept, Barge assumes the greatest amount of wetland disturbance will be 0.5 acres. Wetland mitigation will be required at a minimum of 2:1, i.e. 1 acre of impact will equal 2 wetland credits of mitigation. Current wetland credits have been costing between \$50,000 to \$60,000 per credit. These would need to be reserved to lock in this price. Prices could increase as supply decreases. We assume that up to 1 credit will be required for Phase 2 and therefore could cost up to \$60,000 or more, depending on when credit is acquired.

Exact environmental impacts have not been determined at this point. More detailed site layout and grading design is required to accurately identify these. Barge is ready to proceed based on the City's wishes. Please feel free to let us know if you have any questions or need any additional information.

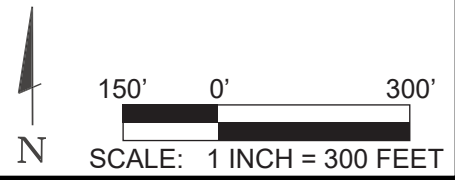


LEGEND

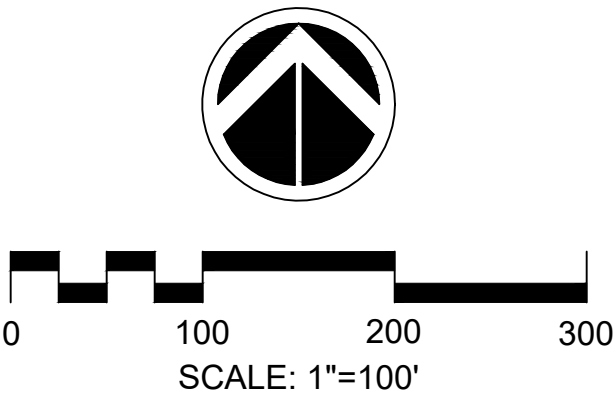
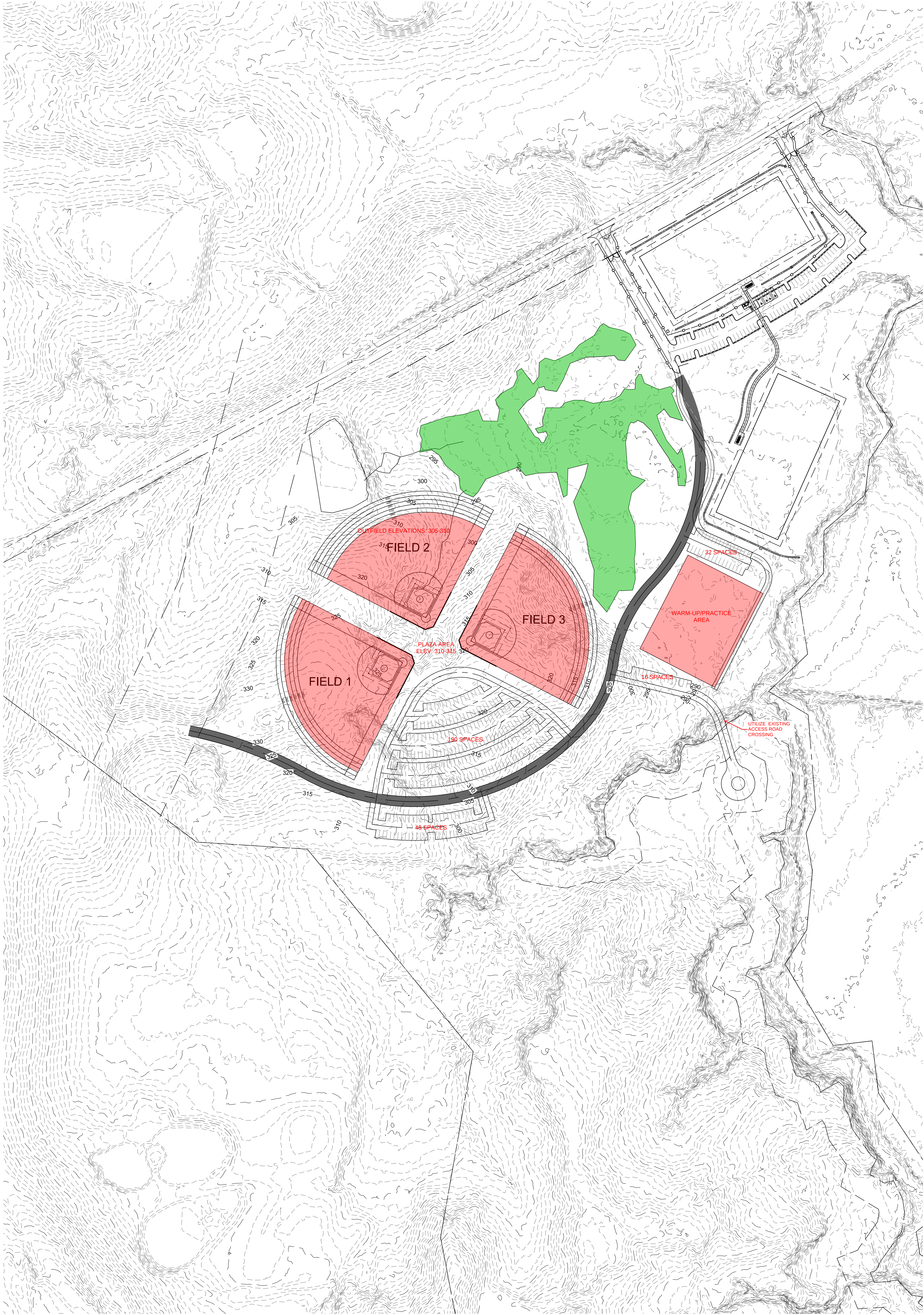
- A. BASEBALL FIELD (TYP)
- B. PARKING (TYP)
- C. MULTI-PURPOSE FIELD (375'x160')
- D. PLAYGROUND
- E. PICNIC PAVILION (TYP)
- F. DISC GOLF
- G. TRAIL HEAD
- H. ROPES COURSE
- I. SKATE PARK
- J. POTENTIAL FUTURE ENTRY ROAD
- K. SCOTT'S CREEK GREENWAY PATH
- L. FUTURE CONNECTION TO COOL SPRINGS PARK TRAIL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

Lakeland Master Plan

Lakeland, TN
May 2021



SCALE: 1 INCH = 300 FEET



PHASE 2 ALTERNATIVE CONCEPT

Meeting Cycle: Thursday, November 3, 2022

Subject: **Resolution** - approving a contract with SSR for CEI Services for the New Canada Road Project. *Sponsored by Luis Camarillo Hernandez*

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-116-2022.

BUDGET IMPACT

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

DISCUSSION

The Construction Engineering Inspection ("CEI") Services for the New Canada Road project are services that are required by TDOT for large scale projects. Some of these services consist of the inspection and documentation of all work activities performed by the contractors along with recording, filing and managing required TDOT Local Programs CEI documents. Smith Seckmen Reid, Inc. ("SSR") was the one proposal received and selected to provide the City with these services. Their proposal was reviewed by a selection committee where they verified and agreed with their qualifications to provide the CEI services.

RESOLUTION R-116-2022

APPROVING A CONTRACT WITH SSR, INC. FOR THE CEI SERVICES FOR NEW
CANADA ROAD PROJECT

WHEREAS, the City desires to hire a firm for Construction Engineering and Inspection (“CEI”) services related to the New Canada Road project; and,

WHEREAS, a proposal from Smith Seckman Reid, Inc (“SSR”) was received and selected based on their qualifications on October 6, 2022 for the New Canada Road project; and,

WHEREAS, SSR, Inc. is willing and able to provide these services as specified in the contract documents; and,

WHEREAS, Funding for this contract is appropriated in the Fiscal Year 2023 Annual Budget for the General 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 SSR, Inc. for CEI services for the New Canada Road project in the amount of two million one hundred twelve thousand six hundred fifty-two dollars and nine cents (\$2,112,652.09).

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CONTRACT
BETWEEN CITY OF LAKE LAND
AND
SMITH SECKMAN REID, INC.

This agreement (the “Contract”) entered into this ____ day of _____, 2022 by and between the CITY OF LAKE LAND, hereinafter referred to as “CITY” and SMITH SECKMAN REID, INC. hereinafter to as “CONSULTANT”.

WITNESSETH

WHEREAS, the CITY desires to employ the CONSULTANT to provide the CITY with construction engineering inspection services for the New Canada Road Project, herein referred to as the “Project”; and

WHEREAS, the CONSULTANT was chosen by the Consultant Evaluation Panel on October 6, 2022.

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

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

I. SCOPE OF WORK

1. The Project will consist of the scope of work outlined in the attached document dated October 28, 2022 and labeled as “Attachment A – Scope of Services”.

2. The CONSULTANT shall provide the services as outlined above, which will be attached and incorporated herein by reference as if stated verbatim (the “Services”).

II. TERMS AND COMPENSATION

1. The CITY agrees to compensate the CONSULTANT for the provision of the Services in an amount not to exceed two million one hundred twelve thousand six hundred fifty-two dollars and nine cents (\$2,112,652.09) (the “Fee”) during the term of this Contract as outlined in “Attachment B – Compensation for Services”.

2. The CONSULTANT shall submit monthly statements for services rendered as outlined on the attached Exhibits. The statements will be based upon CONSULTANT’S estimate and the CITY’S concurrence of the proportion of the total services actually completed at the time of billing. The CITY will make monthly payments in response to the CONSULTANT’S monthly statements.

3. The CONSULTANT shall submit invoices to the CITY on a monthly basis for SERVICES performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 30 of this Contract to the attention of Mrs. Emily Harrell, P.E. City Engineer. The CITY shall pay such invoices within forty-five (45) days of its receipt and approval of said invoices. The CITY is not obligated to pay, and will withhold from payment, any amounts the CITY has dispute with the CONSULTANT solely based on CONSULTANT’S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner reasonably satisfactory to the CITY, and in accordance with the generally accepted business practices and procedures of the CONSULTANT.

2. CONSULTANT’S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT'S employees or agents, are the agents, representatives, or employees of the CITY. The CONSULTANT will be an independent Contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the CITY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the CITY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the CITY; that CONSULTANT has been retained by the CITY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered to fees for the Services performed (not wages) and that invoices submitted to the CITY by CONSULTANT for the Services performed shall be on the CONSULTANT'S letterhead.

4. TERMINATION OR ABANDONMENT

It shall be cause for the immediate termination of this Contract if, after its execution, the CITY determines that:

Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

CONSULTANT subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the CITY'S consent or approval; or

CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.

a. The CITY may terminate the Contract upon five (5) days written notice by the CITY or its authorized agent to the CONSULTANT for CONSULTANT'S material breach for the failure to provide the Services specified under this Contract.

b. This Contract may be terminated by either party “with or without cause” by giving a thirty (30) day written notice to the other, before the effective date of termination (the “Termination Date”). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to CITY such statements, accounts, reports, and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the CITY prior to payment for the Services rendered.

c. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT and the CITY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from CONSULTANT is determined. However, in no event shall CONSULTANT be liable to the CITY for any consequential damages.

5. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT’S Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

6. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The CITY shall not be responsible for the fulfillment of the CONSULTANT’S obligations to its transferors or subcontractors.

b. Upon request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

7. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the CITY or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

8. LOBBYING

The CONSULTANT certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, *U.S. Code*.

9. PUBLIC NOTICE

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONSULTANT shall include the statement, "This

project is funded under an agreement with the State of Tennessee.” Any such notices by the CONSULTANT shall be approved by the CITY and State of Tennessee.

10. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

11. EMPLOYMENT OF CITY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the CITY.

12. ACCESS TO RECORDS

During the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the CITY, State of Tennessee, and the Comptroller of the Treasury to enter CONSULTANT’S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for seven (7) years from the date of final project closeout for inspection by the CITY, State of Tennessee, Comptroller of the Treasury, or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished upon request.

13. ARBITRATION

Claims, disputes and other matters in question between the parties that are not resolved shall be decided in a court of law in the jurisdiction of the claim unless the CITY elects to proceed into arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

14. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

The CONSULTANT, agrees to the fullest extent permitted by law, to indemnify and hold harmless the CITY, its elected officials, officers, agents and employees, assigns and instrumentalities from damages and losses – including but not limited to Title VII and 42 USC 1983 prohibited acts arising from the negligent acts, errors or omissions of the CONSULTANT or its subcontractors, employees, or assigns in the performance of professional services under this Contract, to the extent that the CONSULTANT is responsible for such damages and losses on a comparative basis of fault and responsibility between CONSULTANT and the CITY. The CONSULTANT is not obligated to indemnify the CITY for the CITY’S own negligence. This indemnification shall survive the termination or conclusion of this Contract.

15. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take necessary steps to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but not be limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

16. NON-DISCRIMINATION

The CONSULTANT 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 CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected by federal, Tennessee State Constitutional or statutory law. The CONSULTANT 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.

17. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether oral or written.

18. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

19. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

20. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

21. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

22. SUBJECT TO FUNDING

This Contract is subject to funding by the State of Tennessee Department of Transportation to the CITY. In the event sufficient funds for this Contract are not appropriated to the CITY for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

23. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be approved in advance in a purchase order issued by the CITY and shall be in accordance with the CITY'S Travel Policy then in effect. All receipts documenting such expenses shall be submitted with the invoice for payment.

24. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are the CITY'S employees, and the CITY shall not take any action or provide CONSULTANT'S personnel with any benefits and shall have no liability for the following:

- a. The CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- b. The CITY will not make state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. The CITY will not withhold state and federal income tax from payment to CONSULTANT;
- d. The CITY will not make disability insurance contributions on behalf of CONSULTANT;
- e. The CITY will not obtain workers' compensation insurance on behalf of CONSULTANT or CONSULTANT'S personnel.

25. INCORPORATION OF OTHER DOCUMENTS

a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the CITY's Request for Qualifications as well as the response of CONSULTANT thereto, all of which are maintained on file within the CITY and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Qualifications or the response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESS

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Business that have been certified by the CITY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF CONSULTANT'S EMPLOYEES

The CITY may interview the personnel CONSULTANT assigns to CITY'S work. The CITY shall have the right, at any time, to request removal of any employee(s) of the CONSULTANT whom the CITY deems to be unsatisfactory for any reason. Upon such request, the CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATE OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to the CITY by the CONSULTANT, CONSULTANT understands and acknowledges that the CITY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the CITY by the CONSULTANT due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT'S respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

a. The CONSULTANT shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the CITY from claims which may arise out of or result from the CONSULTANT'S operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONSULTANT or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The CONSULTANT will maintain insurance, throughout the life of this Contract, through insurers rated A- or better by A.M. Best, with the following minimum requirements:

i. Errors and Omissions Liability Coverage with limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate for this Contract.

ii. Commercial General Liability Coverage with minimum limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate premises/ operations coverage, \$2,000,000.00 annual aggregate products/completed operations. The City of Lakeland, its elected officials, appointees and employees will be named as additional insured.

iii. Workers Compensation Coverage, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute.

iv. Commercial Auto Liability with minimum limit of \$1,000,000.00 for all owned, hired and non-owned automobiles.

c. CONSULTANT shall provide CITY with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

CITY OF LAKELAND
10001 U.S. Highway 70
Lakeland, TN 38002

Upon termination or cancellation of insurance currently in effect under this Contract, the CONSULTANT shall purchase an extended reporting endorsement and furnish evidence of same to the CITY.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the CITY'S authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY: City of Lakeland Engineering Department
Attn: Emily Harrell, P.E. City Engineer
10001 U.S. Highway 70
Lakeland, TN 38002
(901) 867-2717

CONSULTANT: Smith Seckman Reid, Inc.
Attn: Nick Taylor, P.E.
2650 Thousand Oak Boulevard, Suite 4200
Memphis, TN 38118
(901) 481-6485

33. OWNERSHIP OF DOCUMENTS AND OTHER PROPRIETARY INTERESTS

a. The CONSULTANT agrees that the CITY will own exclusively all right, title and interest in and to materials and information created or supplied by CONSULTANT for the

performance of the Services under this Contract and for which Fees have been received by CONSULTANT (“Work Product”) whether or not the same is accepted or rejected by the CITY. The Work Product shall remain the property of the CITY and shall not be used or published by the CONSULTANT or any other party without the express prior consent of the CITY. Work Product will be deemed a “work made for hire” as that term is used in the Copyright Act. In implementing the foregoing, the CONSULTANT hereby grants and assigns to CITY all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such Work Product and shall cooperate fully with the CITY in any steps the CITY may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Contract shall constitute a complete transfer of ownership, intellectual property and copyright all documents from CONSULTANT to CITY upon completion of the Work Product. The CONSULTANT shall not construe such transfer as a grant for usage nor can the CONSULTANT revoke it.

b. All information owned, possessed or used by the CONSULTANT which is communicated to, learned, developed or otherwise acquired by the CONSULTANT in the performance of the Services for the CITY, which is not generally known to the public, shall be confidential and CONSULTANT shall not, beginning on the date of first association or communication between the CITY and the CONSULTANT and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for CONSULTANT’S own benefit or the benefit of another, any such confidential information unless required by law. Except when defined as part of the Services, CONSULTANT shall not make any press releases, public statement, or advertisement referring to the Work Product or the engagement of CONSULTANT as an independent contractor of the CITY in connection with the Work Product, or release any information relative to the Work Product for publications, advertisement or any other purpose without the prior written approval of the CITY.

c. The CONSULTANT shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the CONSULTANT. CONSULTANT acknowledges and agrees that a breach by CONSULTANT of the provisions of this section will cause CITY irreparable injury and damage. CONSULTANT, therefore, expressly agrees that the CITY shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

34. CHANGES

The CITY 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 CITY 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 City of Lakeland.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED TO AS FORM:

CITY OF LAKELAND

SMITH SECKMAN REID, INC.

Michael Walker, City Manager

Nick Taylor, P.E.

ATTEST:

ATTEST:

Debra Murrell, City Recorder

Title:

Attachment A --- Scope of Services

UNDERSTANDING OF PROJECT

The City of Lakeland (the City) desires to expand and realign Canada Road beginning near I-40 and extending to U.S. 70 (S.R. 1). The project includes lane expansion, grading, storm water drainage, landscaping, and paving. The project shall be accomplished in accordance with TDOT Local Programs guidelines.

SCOPE OF SERVICES

SSR will provide the services specifically set forth in the tasks listed below.

Task 1 – Project Management

This task will consist of the following project management activities:

Project Coordination – Coordination with the City to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project.

Project Review Meetings – Consists of scheduling, setting the agenda, and producing meeting minutes for all project meetings as defined in the tasks below.

Project Administration – Administrative and accounting activities related to the day-to-day management of this project.

Task 2 – Construction Engineering and Inspection (CEI)

SSR will provide the appropriate field and office staff required to assist the City in compliance with the guidelines for Locally Managed Projects as outlined in the subtasks below.

Task 2.1 – Erosion Prevention and Sediment Control (EPSC) Inspection

SSR will provide EPSC inspection in accordance to the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance with the Storm Water Pollution Prevention Plan (SWPPP)

Task 2.1.1 – Project Documents Review

Review EPSC plans and SWPPP prepared by others.

Task 2.1.2 – Baseline Assessment

Conduct initial baseline assessment to document existing conditions prior to earth disturbance.

SSR Deliverables: Baseline photo journal

Task 2.1.3 – Site Inspections

Perform twice-weekly EPSC site inspections. Evaluate EPSC measures in the field and prepare photo journal of deficient areas and of corrective actions. Document conditions averse to making immediate repairs and provide recommendations to the Project Supervisor.

*SSR Deliverables: 1.) Photo log report
2.) Site inspection report for each inspection (TDOT LP Form 8-27)*

Task 2.1.4 – SWPPP and EPSC Plans Revisions

Make redline revisions to SWPPP and EPSC plans reflecting EPSC modifications made in the field.

SSR Deliverables: As-built SWPPP and EPSC plans

Task 2.1.5 – Construction Completion

Prepare the Notice of Termination (NOT) on the City's behalf notifying TDEC that all storm water discharges associated with this project have ceased.

SSR Deliverables: NOT for NPDES permit (TDOT LP Form 8-28)

Task 2.1.6 – On-Call EPSC Services

Available to the project supervisor for the entire project duration for EPSC related emergencies.

Task 2.2 – Pre-Construction and Pre-Erosion Conferences

SSR will prepare for and conduct one Pre-Construction and Pre-Erosion Conference at a time and location determined by the City and TDOT. SSR will respond in writing to issues that arise at the meeting. Upon commencement of the work by the contractor, SSR will prepare and submit the project start notice to the assigned TDOT Project Supervisor and TDOT Local Program Development Office.

*SSR Deliverables: 1.) Pre-construction and erosion conference notices (TDOT LP Forms 8-10a & 8-10b)
2.) Pre-construction and erosion conference minutes (TDOT LP Forms 8-11a & 8-11b)*

- 3.) *Conference sign-in sheet (TDOT LP Form 8-12)*
- 4.) *Start notice (TDOT LP Form 8-17)*

Task 2.3 – Project Administration

SSR will provide project administration and coordinate with the assigned TDOT Project Supervisor. SSR will prepare for and attend, when requested, TDOT and FHWA inspections that may be conducted on the project related to project work, progress, or records. SSR will prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. The project files will be neatly organized and available for review at our office at any time throughout the construction phase.

SSR will provide the inspectors and assistance to monitor the work being done on the contract. SSR will prepare for and administer monthly progress meetings with the contractor, their subcontractors, and the City.

SSR Deliverables: Monthly progress meeting minutes.

Task 2.3.1 – Public Relations

SSR will provide the City with information to be used to inform the general public and project stakeholders about the status of the construction project. SSR will provide monthly project status reports that will identify key activities expected to occur during the next month. SSR will assist the City by providing construction photos and content for project status updates on social media, if desired. SSR will respond to requests from the City to answer citizens' questions and complaints. SSR will provide the City with quarterly aerial photography of the construction progress. The aerial images will be provided in digital format for the City to use at their discretion.

SSR Deliverables:

- 1.) *Monthly progress reports*
- 2.) *Assistance with responses to Citizens' complaints*
- 3.) *Assistance with content for social media*
- 4.) *Quarterly aerial photography of the construction progress*

Task 2.4 – Utility Coordination

SSR will coordinate individually and as a whole with the multiple utility owners identified in the construction documents as owning facilities within the project limits. The sole purpose of SSR's role in the installation of utilities as related to the project is coordination of continued progress of the project as a whole and to attempt to avoid delays arising from utility installation work that interferes with other project work. SSR will prepare for and administer an initial utility coordination meeting with the utility owners identified in the plan set, the prime contractor, and

the City upon awarding this Contract for construction. SSR will prepare for and administer regular utility coordination progress meetings upon request by the City and at a frequency as determined by the City. SSR is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the utility contractor's work or lack thereof.

SSR Deliverables:

- 1.) *Utility conference notice (TDOT LP Form 8-10c)*
- 2.) *Utility conference minutes (TDOT LP Form 8-11c)*
- 3.) *Conference sign-in sheet (TDOT LP Form 8-12)*

Task 2.5 – Supplemental Agreements/Construction Change Orders

SSR will notify the City of the necessity for any Supplemental Agreements/Construction Change Orders. SSR will negotiate prices for additional pay items with the contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. SSR will prepare the Supplemental Agreement/Construction Change Orders and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. SSR will review any Value Engineering Change Proposals and prepare recommendations for the City.

SSR Deliverables: *Change order (TDOT LP Form 8-30) requests as required to included but not limited to SSR cover letter with clearly defined need narrative and recommendation, supporting documents (e.g., contractor's written request and cost breakdown, related plan sheets, site photos, material certification, etc.), and independent cost analysis*

Task 2.6 – Shop Drawings and Submittals

SSR will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 2.7 – Quality Assurance and Testing for Acceptance

SSR will provide certified and trained personnel for field, plant testing, and inspection in accordance with TDOT sampling and field technician certification requirements (TDOT SOP 1-1 & 1-3). SSR will monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. SSR will monitor documentation of testing by the contractor. Field testing consists of

ACI tests for concrete, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. SSR will provide source or plant testing according to TDOT Standard Specification 106.05 to include, but not limited to, asphalt plant inspection. SSR will provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the Departments sampling and testing schedule. SSR will provide miscellaneous checking of application rates and dimensions to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, SSR will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by SSR for conformity to the Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the City.

SSR Deliverables: Materials & tests certification (TDOT LP Form DT-1696LP)

Task 2.8 – Progress Payments

SSR will collect and assemble quantities for Monthly Progress Payments to the prime contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Change Orders, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate “cut-off” will be the last day of each month. Copies of approved subcontracts as well as copies of actual DBE subcontractor’s contracts will be on file prior to the first Progress Payment.

SSR Deliverables: Monthly construction invoice (TDOT LP Form 9-5)

Task 2.9 – Distribution of Correspondence

SSR will submit to the City a copy of all correspondence between SSR, the City, the contractor, the subcontractors, and TDOT concerning matters related to the project. SSR will maintain an office file copy for submission with the project Final Records.

Task 2.10 – Inspection of Work

SSR will provide inspection services to determine if the work is in conformance to Plans and Specifications for items that are being incorporated into the project. SSR will observe, measure and record all quantities for payment. SSR will record field measurements in project records for review by the City, TDOT, or auditors. The daily records will be recorded in the construction

management software, Appia. SSR will inspect daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the contractor of deficiencies. SSR will prepare to justify pay quantities in the case of questions by the contractor, TDOT, or auditors. SSR will maintain an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor
- Construction materials received on-site
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning and afternoon, cloudy, clear, etc.
- Days charged, with explanation if not charged

Field technicians will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- ACI Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training
- OSHA Construction Safety Training

SSR Deliverables: Daily construction diaries

Task 2.10.1 – Work Zone Traffic Control and Safety

At the beginning of the project and the various traffic control phase changes throughout the life of the project, SSR will make sure before work begins that the construction signs and other traffic control devices are placed in accordance with the traffic control plans and MUTCD. This east/west corridor is very busy with an elementary school, many subdivisions, five (5) churches, a cemetery, and emergency services located all within the project limits. It is imperative that the work zone is safe for the users of this facility (motorists and pedestrians), inspection staff, and workers. SSR will check traffic control daily and will notify the contractor of deficiencies or problems observed, if applicable. Furthermore, SSR will perform a weekly work zone traffic

control inspection and prepare a report to be signed by the prime contractor. SSR will coordinate with the City and other stakeholders major changes to the traffic control.

SSR Deliverables: Weekly work zone traffic control inspection reports (TDOT Form CIG 5.31.17)

Task 2.10.2 – Final Inspection

Upon completion of the project, SSR will schedule with the prime contractor, TDOT, and the City a final inspection to determine the quality, completeness, and acceptability of the work and to ensure that the project was constructed in reasonable close conformance with the Contract requirements. Any work not completed in accordance with the plans, specifications, and/or Contract requirements, in whole or in part, will be considered unsatisfactory and SSR will instruct the prime contractor to complete the said items. SSR will perform supplemental final inspections until all work has been satisfactorily completed. Time will continue to be charged until the work has been satisfactorily completed. An electronically marked up copy of the as-built plans will be prepared by SSR and furnished to the City upon completion of the project.

*SSR Deliverables: 1.) Punch list form (TDOT Form LP 8-32)
2.) Construction as-built plans*

Task 2.11 – Contractor’s Payrolls, Employee Interviews and Contract Compliance

SSR will receive and check the contractor’s payrolls for conformance to state wage rates as defined in the Contract. Late payrolls (two weeks late) are justification to withhold progress payment. SSR will notify the prime contractor of late payrolls and request immediate submission. SSR will notify the City prior to withholding payments. SSR will conduct employee interviews on the forms used by TDOT per Circular Letter 1273-03 *Labor Interview (Davis-Bacon Act)* and compare to the submitted payrolls for accuracy. SSR will notify the prime contractor of inaccuracies and resolve discrepancies per TDOT Circular Letter 1273-02.01 *Contractor’s Payrolls - Corrections*. SSR will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

*SSR Deliverables: 1.) Monthly contractor employee interviews (TDOT Form C-27)
2.) Contractor’s annual EEO Report (Form FHWA -1391)
3.) Attestation for illegal immigrants (TDOT Circular Letter 102.01-02)*

Task 2.11.1 – Civil Rights Compliance (DBE)

SSR assumes that a Disadvantaged Business Enterprise (DBE) goal will be established for the construction of this project. At the pre-construction conference, the prime contractor should identify all DBE sub-contractors indicating projected dates of their appearance on this project. SSR will complete the Commercially Useful Function (CUF) checklist once a DBE begins work. SSR will submit the CUF checklist to TDOT Small Business Development Program (SBDP) director. At the conclusion of this project, SSR will coordinate with the prime contractor and DBE sub-contractors the execution of Form CC-3 certifying the amount paid to each DBE sub-contractor. SSR will submit this form to the TDOT Small Business Development Program (SBDP) director.

SSR Deliverables: 1.) *CUF Checklist (TDOT LP Form 8-9)*
 2.) *CC-3 form (TDOT LP Form 8-35)*

Task 2.12 – Reports

There are numerous reports, documents, etc., that must be generated in the process of contract administration. SSR will maintain either electronic or hard copies of project documentation in compliance with the TDOT Standard Operating Procedures.

Task 2.13 – Final Records

SSR will submit a compilation of project records in TDOT standard format to the City after project completion. SSR will make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. SSR will submit all final forms with the final records package.

SSR Deliverables: 1.) *Compilation of project records*
 2.) *Completion notice (TDOT LP Form 8-33)*
 3.) *End of Job Certificate (TDOT LP Form 8-36)*

Task 3 – Field Surveys

SSR will prepare topographic field surveys conducted to TDOT Survey standards in Microstation and Geopak file format, tied to the Tennessee State Plane Coordinate System and referencing local vertical benchmarks.

Task 3.1 – Baseline Cross-Sections

Locate and verify original horizontal and vertical control. Perform original cross-sections before earth disturbance.

SSR Deliverables: Create original ground cross-sections.

Task 3.2 – Final Cross-Sections

Perform final cross-sections and develop final ground DTM.

SSR Deliverables: Final cross-sections and earthwork quantities.

Task 3.3 – Locate Structures

Verify the contractor's stakeout on selected structures as required.

Task 3.4 – Additional Surveying Services

Survey topsoil piles as necessary. Survey borrow pits (initial and final sections) as necessary. Perform miscellaneous survey work as required by the project supervisor.

SCHEDULE FOR PERFORMANCE OF SERVICES

It is assumed that the construction contract for the entire project will have a 36-month duration. SSR proposes to start a month prior to the Notice to Proceed (NTP) Construction date. During this period, SSR will begin coordination with project stakeholders (City staff, the public, businesses, utility owners, etc.) to avert any anticipated stumbling blocks that will potentially delay the project. In addition, SSR will complete an in-depth review of the plans to identify potential problem areas that could delay the progress of construction. SSR will present anything we foresee to the City with recommendations. Following the completion of construction and acceptance of the project, SSR requests 60 to 90 days to finalize the project records, complete all final forms (materials & tests final certification, overrun/underrun explanation report, completion notice, contractor's affidavit, CC-3 DBE goal form, end of job certificate, advertise for claims, TDEC Notice of Termination (NOT), FHWA 1391 EEO report, etc.) and present the City with a compilation of the project records. Therefore, the total duration for CEI services is proposed to be 40-month.

It is further understood that services for this project coincide with the construction contract. Should the construction contract extend beyond the anticipated 36-month, SSR will be entitled additional compensation.

Attachment B --- Compensation for Services

BASIC FEE

SSR will provide the above services for the lump sum fee of **\$2,116,652.09**. This fee includes all direct and indirect costs associated with the tasks described above.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. SSR will not begin work on any additional services without the written authorization of the scope and fee of those services by the City.

INVOICING AND PAYMENT

SSR will invoice the City once per month for the services rendered for that month. Such invoice shall reflect the time spent by employees or agents of SSR in providing services as contemplated hereunder multiplied by the respective rates applicable to each class of employee or agent, plus appropriate overhead rate thereof. Payment is expected within 30-days of the invoice date.

SSR will expect Owner to review SSR's invoices and notify us within ten (10) days of any discrepancy. SSR expects payment within thirty (30) days. SSR will advise Owner should any invoice exceed sixty (60) days old. SSR reserves the right to stop work on the project, and immediately discuss invoice and payment issues with Owner in order to prevent any invoice from exceeding ninety (90) days past due.

Interest, in the maximum amount allowed by law, shall accrue on all past due balances if the invoice becomes 120 days old.

NO DEDUCTION

No deduction shall be made from the SSR's compensation on account of claims of negligent errors or omissions in performance of professional services by the SSR, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.

Initials: _____
Date: _____

LEGAL COSTS

The Owner shall reimburse SSR for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

Meeting Cycle: Thursday, November 3, 2022

Subject: **Resolution** - amending Resolution R-113-2022 and approving the emergency purchase of a 2022 Dodge Ram 2500 from Parker Chrysler Dodge Jeep Ram. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-118-2022.

BUDGET IMPACT

The expenditure is appropriated in the budget for the General Fund and Stormwater Fund as part of the FY2023 Annual Budget, including appropriation transfers.

DISCUSSION

The Board of Commissioners approved the purchase of two (2) 2022 Ram 2500's from Orr CDJR at the October 2022 meeting through Resolution R-113-2022. The City was only able to purchase one (1) truck from Orr, as the dealer was not able to secure another truck which met our fleet specifications. The City located a comparable truck through Parker CDJR in Starkville, MS. The cost of the vehicle is equal to the approved amount in the original Resolution R-113-2022.

Since these trucks are extremely difficult to find, the City Manager authorized the emergency purchase of the truck per the City's Financial Policies Manual Section 4.1 - Purchases. The basis of the authorization was (1) the vehicle purchase was authorized by the BOC, albeit with another vendor who was unable to provide the vehicle and (2) through normal appropriations and the City Managers' ability to transfer appropriations within the same fund.

RESOLUTION R-118-2022

AMENDING RESOLUTION R-113-2022 AND APPROVING THE EMERGENCY PURCHASE OF A 2022 DODGE RAM 2500 FROM PARKER CHRYSLER DODGE JEEP RAM

-
- WHEREAS,** the City of Lakeland Board of Commissioners appropriated funding for two trucks via Resolution R-113-2022; and,
- WHEREAS,** Orr Chrysler Dodge Jeep Ram was only able to provide one (1) truck that met the City's fleet specifications; and,
- WHEREAS,** the delay in acquiring this vehicles has caused an emergency lack of fleet and an inability to perform the Construction Inspection function; and,
- WHEREAS,** the City of Lakeland's Financial Policies Manual allows for emergency expenditures with approval of the City Manager; and,
- WHEREAS,** the City of Lakeland's Annual Budget Ordinance O-10-2022, Section 7, allows for a designee of the City Manager to make appropriation transfers within the same fund to be subsequently reported to the Board of Commissioners with the monthly Treasurer's Report; and,
- WHEREAS,** the City Manager has caused appropriation transfers in the General Fund and Stormwater Fund and authorized the emergency purchase of one (1) 2022 Dodge Ram 2500 truck from Parker Chrysler Dodge Jeep Ram, the sole available source:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the vehicle purchases enumerated below are hereby subsequently authorized and approved:

1. Resolution R-113-2022 is amended to approve the purchase of one (1) 2022 Dodge Ram 2500 from Orr Chrysler Dodge Jeep Ram; and,
2. 2022 Dodge Ram 2500 purchased on October 25, 2022, from Parker Chrysler Dodge Jeep Ram for sixty-nine thousand four hundred seventy-four dollars (\$69,474).

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

Mike Cunningham, *Mayor*

ATTEST:

RESOLUTION R-118-2022

AMENDING RESOLUTION R-113-2022 AND APPROVING THE EMERGENCY
PURCHASE OF A 2022 DODGE RAM 2500 FROM PARKER CHRYSLER DODGE
JEEP RAM

Debra Murrell
City Recorder



C • D • J • R



Purchase Agreement

Daniel Longmire
Parker CDJR
105 Parker-McGill Dr
Starkville, MS 39759

Buyer	Co-Buyer	Vehicle
City Of Lakeland Tn City of Lakeland 10001 Highway 70 Lakeland TN Lakeland, TN 38072 E: (901) 870-5599, C: (901) 870-5599 eharrell@lakelandtn.org		2022 Ram 2500 Big Horn VIN: 3C6UR5DL6NG380156 Stock #: 380156 Mileage: Color: Bright White Clearcoat

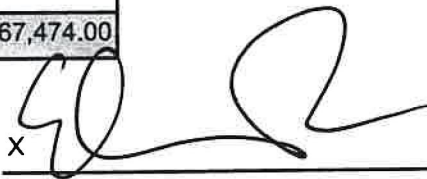
Purchase Details	
Retail Price:	\$69,215.00
Sales Price:	\$69,049.00
Savings:	\$166.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$425.00
Total Taxes	\$0.00
Total Sales Price:	\$69,474.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$2,000.00
Cash Price:	\$67,474.00



Customer Signature

10/24/2022

Date



Manager Signature

10-24-22

Date

Disclaimer:

Subject to final credit approval.

Printed 10/24/22 12:09 PM

RESOLUTION R-122-2022

MODIFYING THE COMPENSATION OF THE LAKELAND
BOARD OF COMMISSIONERS

WHEREAS, the City of Lakeland Charter section 6-20-204 outlines requirements related to the compensation of mayor and commissioners; and,

WHEREAS, modifications in compensation for the Board of Commissioners require approval by a two-thirds vote of the current Board, and cannot be increased or decreased prior to the end of the term for which such officials were elected; and,

WHEREAS, the Board of Commissioners desires to ensure that future elected officials are compensated fairly for the time and effort involved in serving the citizens of Lakeland, Tennessee:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the compensation provided to the duly elected Mayor and each Commissioner of the City of Lakeland, Tennessee, shall be modified as follows:

SECTION 1: The compensation for the Mayor of the City of Lakeland shall be set at nine thousand dollars (\$9,000) annually or seven hundred fifty dollars (\$750) monthly, beginning with the 2022 – 2026 term of office.

SECTION 2: The compensation for each Commissioner of the City of Lakeland shall be set at seven thousand two hundred dollars (\$7,200) annually or six hundred dollars (\$600) monthly, beginning with the 2022 – 2026 term of office for the two Commissioner seats to be elected in 2022, and beginning with the 2024 – 2028 term of office for the two Commissioner seats to be elected in 2024.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder